



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

December 2, 2025, 6:00 PM

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

Agenda

1. CALL TO ORDER

2. REQUEST FOR SHADE MEETING

Request by the City Attorney to meet in private with the City Commission to discuss the pending litigation of Avalon Park Daytona, LLC and Avalon Park Daytona Land Holding, LP v. City of Ormond Beach and City of Daytona Beach (Case number 2024-13870 CICI), in accordance with Florida Statute Section 286.011(8).

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

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

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - November 18, 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. Grant Agreement FL DEP - Planning and Design, West Ormond Recreational and Community Center

RESOLUTION NO. 2025-126: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING FUNDING FOR THE PLANNING AND DESIGN OF A WEST ORMOND RECREATIONAL AND COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

B. Work Authorization - Master Planning for the West Ormond Recreational and Community Center

RESOLUTION NO. 2025-188: A RESOLUTION AUTHORIZING THE EXECUTION OF

A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES TO DEVELOP A MASTER PLAN FOR THE WEST ORMOND RECREATIONAL AND COMMUNITY CENTER; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

- C. Grant Submittal - Daytona Beach Racing and Recreational Facilities District, LED Field Lighting

RESOLUTION NO. 2025-189: A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE DAYTONA BEACH RACING AND RECREATIONAL FACILITIES DISTRICT FOR FUNDING ASSISTANCE RELATIVE TO LED LIGHTING TO FIELDS 11 AND 12 AT THE ORMOND BEACH SPORTS COMPLEX; 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. RFP Award - Process Control System, Equipment & Instrumentation Services (SCADA)

RESOLUTION NO. 2025-190: A RESOLUTION ACCEPTING PROPOSALS FROM CEC CONTROLS COMPANY, INC. AND STAR CONTROLS, INC. FOR PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES UNDER RFP NO. 2025-42; AUTHORIZING THE EXECUTION OF AGREEMENTS AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

- E. Work Authorization - CMAR PEP Tank Replacement

RESOLUTION NO. 2025-191: A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STATE CIVIL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION SERVICES REGARDING THE PEP TANK REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

- F. Purchase Request - Vermeer Vacuum Excavator, Trailer Mounted

RESOLUTION NO. 2025-192: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE VERMEER VACUUM EXCAVATOR UNDER FLORIDA SHERIFFS ASSOCIATION BID NUMBER FSA23-EQU21.1; AND SETTING FORTH AN EFFECTIVE DATE.

- G. Partial Release of Easement, 34 Greenvale Drive

RESOLUTION NO. 2025-193: A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF WILLARD W DAVIS JR. AND CRYSTAL D DAVIS RELEASING A PORTION OF A TEN FOOT (10.0") DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 77 ORMOND

GREEN PHASE II (34 GREENVALE DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

H. Corporate Name Change - Engineering Consultant

RESOLUTION NO. 2025-194: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTINUING CONTRACT FOR ENVIRONMENTAL AND GEOTECHNICAL SERVICES BETWEEN THE CITY AND UNIVERSAL ENGINEERING SCIENCES, LLC FOR THE LIMITED PURPOSE OF ACKNOWLEDGING THE CORRECT IDENTITY OF THE ENTITY PROVIDING ENVIRONMENTAL AND GEOTECHNICAL SERVICES UNDER THE AGREEMENT; ACKNOWLEDGING A NAME CHANGE FROM UNIVERSAL ENGINEERING SCIENCES, LLC TO UES PROFESSIONAL SOLUTIONS, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

I. **Disposition Item:** Intent To Bid - Annual Fourth Of July Aerial Fireworks Display

J. **Disposition Item:** Intent To Bid - Public Works Generator

K. **Disposition Item:** Auto Renewal - Bored Room, LLC D/B/A Grind Gastropub & Kona Tiki Bar (PAC Concessions)

L. **Disposition Item:** Auto Renewal - Sports Agreements

M. **Disposition Item:** Auto Renewal - Yellowstone Athletic Fields Maintenance

N. **Disposition Item:** 2026 Travel Approval For City Commission, City Manager & City Attorney

8. **PUBLIC HEARINGS**

A. Land Development Code Amendment - Section 2-42, Design Standards (SECOND READING)

ORDINANCE NO. 2025-35: AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-42, DESIGN STANDARDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BUILDING DESIGN STANDARDS TO BE CONSISTENT WITH SECTION 163.3202, FLORIDA STATUTES REGARDING RESIDENTIAL BUILDING DESIGN ELEMENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

B. Land Development Code Amendment - Section 2-50(o), Detached Garages (SECOND READING)

ORDINANCE NO. 2025-36: AN ORDINANCE AMENDING CHAPTER 1, GENERAL

ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE PRINCIPAL STRUCTURE DEFINITION AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (O) GARAGES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE MAXIMUM SIZE OF DETACHED GARAGES ALLOWED FOR PROPERTIES TWO (2) ACRES OR GREATER IN SIZE TO SEVENTY-FIVE PERCENT (75%) OF THE TOTAL SQUARE-FOOTAGE OF THE PRINCIPAL STRUCTURE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

C. Comprehensive Plan Amendments, Comprehensive Plan 2045 Update, Readoption

ORDINANCE NO. 2025-37: AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF ORMOND BEACH IN ITS ENTIRETY PURSUANT TO CHAPTER 163, FLORIDA STATUTES; RESCINDING ORDINANCE 2025-17; ADOPTING COMPREHENSIVE PLAN 2045 AMENDMENTS BASED UPON COMMENTS RECEIVED FROM FLORIDACOMMERCE, INCLUDING AMENDMENTS TO THE PLAN ADMINISTRATION, FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, UTILITIES ELEMENT, CONSERVATION ELEMENT, COASTAL MANAGEMENT ELEMENT, HOUSING ELEMENT, RECREATION AND OPEN SPACE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CULTURAL AND HISTORICAL RESOURCES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF COPIES OF THE AMENDMENTS TO THE FLORIDACOMMERCE; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

D. Land Development Code Amendments, Certified Recovery Residences

ORDINANCE NO. 2025-38: AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO CREATE DEFINITIONS, ESTABLISH PROCEDURES, AND DEFINE A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTE SECTION 397.487; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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



City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

November 18, 2025, 7:00 PM

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

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, Deputy City Attorney Ann-Margret Emery, Assistant City Managers Claire Whitley and Shawn Finley, and City Clerk Susan Dauderis.

2. **INVOCATION**

Chaplain Sam Mercado, Advent Health, provided the invocation.

3. **PLEDGE OF ALLEGIANCE**

Mayor Leslie led the Pledge of Allegiance.

4. **PRESENTATIONS AND PROCLAMATIONS**

A. National American Indian Heritage Month

Mayor Leslie presented a proclamation to the Daughters of the American Revolution Captain James Ormond Chapter in honor of National American Indian Heritage Month.

B. Global Entrepreneurship Month

Mayor Leslie presented a proclamation to Economic Development Director Brian Rademacher in honor of Global Entrepreneurship Month.

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

Mr. Jeff Boyle, 614 North Halifax Drive, discussed the City of Daytona Beach's recent vote regarding Avalon Park. He questioned why the topic was not a public discussion and requested the Commission discuss Daytona Beach's recent decision. He reviewed the history of Daytona Beach's involvement with Avalon Park.

Mr. David Siegel, 928 Buena Vista Avenue, expressed concerns of a neighboring property completing repairs and renovations without proper permitting.

Mayor Leslie stated someone would follow up with Mr. Siegel.

Commissioner Deaton confirmed the address as being 924 Buena Vista Avenue.

Mr. Alan Burton, 915 Ocean Shore Boulevard, discussed sacred stewardship. He discussed ReGrow America requesting the Commission reach out to Volusia County Council Member Troy Kent to form a partnership for ReGrow Volusia.

Mr. G.G. Galloway, 1305 Oak Forest, reviewed the importance of speakers providing their names and addresses when addressing the Commission during the City Commission meetings.

Mr. Anthony Conforti, no address provided, requested the Commission re-open his application from past Commission meetings. He referred to an allowance within the city's code, noting the similarities with his application.

Commissioner Sargent stated he and Commissioner Deaton were unable to re-open the application due to their vote in favor, during his application's hearing.

Ms. Ann-Margret Emery stated Mr. Conforti should discuss his application with the Planning Department staff.

Mr. D.W. Lewis, no address provided, stated he was a general contractor, questioned why an address was needed, and shared information regarding permitting laws and ability to move.

6. APPROVAL OF MINUTES

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

Mayor Leslie advised the minutes from the November 4, 2025, City Commission meeting were sent to the Commission for review and posted on the city's website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of the November 4, 2025, City Commission meeting minutes.

Motion passed by voice vote.

7. COMMUNITY REDEVELOPMENT AGENCY

Mayor Leslie advised the following item was a Community Redevelopment item. He explained the City Commission served as the Community Redevelopment Agency (CRA) of the city and must review the item and make a recommendation as the CRA.

Mayor Leslie recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 7:27 p.m.

City Clerk Susan C. Dauderis read by title only:

- A. Work Authorization - Fortunato Park Fishing Pier and Gazebo Repair, Design (SEE ITEM 8A)

RESOLUTION NO. 2025-180: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DREDGING & MARINE CONSULTANTS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES REGARDING THE FORTUNATO PARK PIER AND GAZEBO REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Tolland, for recommendation of Resolution No. 2025-180, as read by title only.

Mr. Alex Schumann, City Engineer, explained the history of the project and the work needed.

Mayor Leslie questioned the time it would take before construction started; whereby, Mr. Schumann stated the plan was for the construction ready plans completed by March 2026, then staff would apply for a Florida Inland Navigation District (FIND) grant, then construction in 2027.

Commissioner Sargent and Mayor Leslie expressed concerns regarding the timeline as residents were constantly looking for an update on the status.

Mr. Schumann explained the FIND grant applications were due in March and awarded in October every year. He explained staff applied in March for the grant for the engineering services and that staff would apply in March 2026 for the construction aspect of the project.

Commissioner Sargent inquired why the engineering services could not be completed in house; whereby, Mr. Shawn Finley, Assistant City Manager, explained there were no structural engineers on staff with the city.

Mr. Schumann noted the damages were more extensive than 50 percent of the structure.

Mayor Leslie inquired if the damages, being that extensive, required the structure to be brought to current codes; whereby, Mr. Schumann stated that was correct.

Mr. Finley reviewed the importance of the engineering services, noting the state requirements of the permitting process for the project. He stated he understood the concerns regarding the timeline, noting the grant turn around times. He explained if the Commission desired to move forward quicker, staff could look for other ways to fund the project outside of the FIND grants.

Commissioner Tolland inquired about the match of the FIND grant for design and construction; whereby, Mr. Schumann stated the grant was approved for the design for a 50 percent match, noting staff would submit in March 2026 for the construction grant for 50 percent of the funding. She inquired what the cost would be for the construction;

whereby, Mayor Leslie stated it would be based on the results of the bid process.

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

Mayor Leslie closed the public hearings and reconvened the City Commission meeting at 7:39 p.m.

8. **CONSENT AGENDA**

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

Commissioner Sargent and Commissioner Tolland requested Items 8A and 8B be pulled from the Consent Agenda.

Commissioner Briley moved, seconded by Commissioner Deaton, for approval of the Consent Agenda, absent Items 8A and 8B.

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

C. Work Authorization - Ormond Beach Sports Complex New Ballfield

RESOLUTION NO. 2025-182: A RESOLUTION ACCEPTING A PROPOSAL FROM GAI CONSULTANTS, INC. FOR PROFESSIONAL ENGINEERING SERVICES REGARDING DESIGN OF FIELD 4 AT THE ORMOND BEACH SPORTS COMPLEX; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

D. Community Development Block Grant (CDBG) Fiscal Year 2024-25 Amendment

RESOLUTION NO. 2025-183: A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2024-2025 BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA TO ADD THE CONSTRUCTION OF ADA COMPLIANT SIDEWALKS ON THE NORTH AND SOUTH SIDE OF VANDERBILT DRIVE TO THE MILITARY BLVD. SIDEWALK PROJECT AND THE REPLACEMENT OF EIGHT (8) DRIVEWAYS ALONG MILITARY BLVD.; AND SETTING FORTH AN EFFECTIVE DATE.

E. Victims of Crime Act (VOCA) Grant Agreement FY 2025-2026

RESOLUTION NO. 2025-184: A RESOLUTION RATIFYING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL REGARDING FUNDING FOR THE CITY'S VICTIM'S ADVOCATE

PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

- F. Acceptance of a Sidewalk Easement - 1405 North US Highway 1, Stor-It

RESOLUTION NO. 2025-185: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC SIDEWALK EASEMENT DEED OF FIFTEEN (15') FEET IN WIDTH AND APPROXIMATELY 350 LINEAR FEET IN LENGTH FROM STOR-IT SELF STORAGE ORMOND BEACH, LLC, TO PROVIDE A SIDEWALK EASEMENT FOR A PUBLIC SIDEWALK ALONG THE NORTH US HIGHWAY 1 RIGHT-OF-WAY ON PROPERTY LOCATED AT 1405 NORTH U.S. HIGHWAY 1 AND SETTING FORTH AN EFFECTIVE DATE.

- G. Electric Utility Easement (FPL) - Hudson Wellfield Expansion

RESOLUTION NO. 2025-186: A RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY FOR THE INSTALLATION OF UTILITIES ALONG AIRPORT ROAD AND STATE ROAD 40; AND SETTING FORTH AN EFFECTIVE DATE.

- H. **Disposition Item:** Construction & Demolition Franchise Renewal, Samsula Landfill, Inc.
I. **Disposition Item:** Intent To Bid - 2026 Roadway Resurfacing
J. **Disposition Item:** City Manager's Monthly Report, November 2025

City Clerk Susan C. Dauderis read by title only:

- A. Work Authorization - Fortunato Park Fishing Pier and Gazebo Repair, Design

RESOLUTION NO. 2025-180: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DREDGING & MARINE CONSULTANTS, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES REGARDING THE FORTUNATO PARK PIER AND GAZEBO REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Deaton moved, seconded by Commissioner Tolland, for approval of Resolution No. 2025-180, as read by title only.

Commissioner Tolland expressed concerns regarding the timeline.

Commissioner Briley requested staff expedite the process as much as possible.

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 title only:

B. Work Authorization - Riviera Park Fishing Pier and Gazebo Repair, Design

RESOLUTION NO. 2025-181: A RESOLUTION ACCEPTING A PROPOSAL FROM DREDGING & MARINE CONSULTANTS, LLC TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES REGARDING THE RIVIERA PARK PIER AND GAZEBO REPAIR PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Deaton moved, seconded by Commissioner Sargent, for approval of Resolution No. 2025-181, as read by title only.

Mayor Leslie inquired if the project was slow due to the FIND grant process; whereby, Mr. Schumann stated that was correct, the grant was applied for, but the city did not receive it for the engineering services. Mr. Schumann explained staff planned to apply for a grant for the construction services in March.

Commissioner Tolland questioned the price of the services for Items 8A and 8B being the same; whereby, Mr. Schumann stated the same services were being completed, noting the designs were different but it would take the same planning and permitting process.

Commissioner Sargent expressed his concerns regarding the timeline of the projects, noting the citizens' concerns he received regularly.

Mayor Leslie voiced concerns regarding the pricing of Items 8A and 8B.

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

There were no further comments on the Consent Agenda.

9. PUBLIC HEARINGS

Mayor Leslie opened the public hearings.

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

A. Land Development Code Amendment - Section 2-42, Design Standards

ORDINANCE NO. 2025-35: AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-42, DESIGN STANDARDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE BUILDING DESIGN STANDARDS TO BE CONSISTENT WITH SECTION 163.3202, FLORIDA STATUTES REGARDING RESIDENTIAL BUILDING DESIGN ELEMENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2025-35, on first reading, as read by title only.

Mr. Steven Spraker, Planning Director, explained the amendment was to make the city's Land Development Code (LDC) consistent with the state statutes. He explained Homeowner Associations could enact stricter regulations regarding residential design elements if they desired. He stated the Planning Board recommended approval.

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:

B. Land Development Code Amendment - Section 2-50(o), Detached Garages

ORDINANCE NO. 2025-36: AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE PRINCIPAL STRUCTURE DEFINITION AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (O) GARAGES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE MAXIMUM SIZE OF DETACHED GARAGES ALLOWED FOR PROPERTIES TWO (2) ACRES OR GREATER IN SIZE TO ONE HUNDRED PERCENT (100%) OF THE TOTAL SQUARE FOOTAGE OF THE PRINCIPAL STRUCTURE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2025-36, on first reading, as read by title only.

Mr. Spraker explained the LDC amendment was presented at the direction of the Commission, reviewing the amendment for the detached garage for properties larger than two acres. He noted the Planning Board recommended approval.

Commissioner Tolland questioned how the amendment was determined and voiced concerns regarding larger homes building the detached garages.

Mr. Spraker stated the 100 percent suggested in the item could be amended to a percentage the Commission desired.

Mayor Leslie clarified the classification of sheds over 150 square feet would be considered garages; whereby, Mr. Spraker stated that was correct. Mayor Leslie voiced concerns with the classification.

Commissioner Briley stated he understood Commissioner Tolland's concerns and

explained where the request originated. He indicated he would be comfortable amending the percentage of the square footage to help alleviate concerns.

Commissioner Tolland expressed her concerns; whereby, Commissioner Briley stated under current codes residents could build an attached garage at the size of Commissioner Tolland's concerns.

Mr. Ralph Coates, 733 Santa Fe Avenue, explained he wanted to build a detached garage next to his home of 1891 square feet. He stated he was allowed to build an attached garage and explained the homeowner insurance cost increase that would happen if he did. He requested the Commission approve the item, noting concerns of theft and severe weather in the area.

Commissioner Deaton inquired about the insurance aspect of the detached garage; whereby, Mr. Coates explained if the garage is attached to the home, the homeowners' insurance would need to cover it, noting if the garage was detached, no insurance was required. Commissioner Deaton stated she understood both sides of the item.

Commissioner Sargent stated he would be a yes on the item, noting he did not believe there were many lots over two acres.

Commissioner Briley agreed with Commissioner Sargent, noting his support of the lot size for the item.

Mr. Spraker stated the Commission could amend to any percentage they felt was appropriate.

Mayor Leslie inquired how the item was brought up by the Commission; whereby, Mr. Spraker stated during the Commission's closing comments at a past meeting. Mayor Leslie expressed concerns on the item, noting he would vote no on the item.

Commissioner Deaton asked about the size of the detached garage Mr. Coates was requesting; whereby, Mr. Coates stated it would be 1200 square feet.

Commissioner Briley voiced support of the item.

Commissioner Tolland questioned if the setbacks would change based on the amendment; whereby, Commissioner Briley stated that was accurate. She stated she would support a lower percentage.

Commissioner Deaton inquired about the reclassification of the shed; whereby, Mr. Spraker explained sheds had a smaller setback than the detached garages would be based on the amendment.

Commissioner Tolland inquired why the item was an amendment versus a special exception; whereby, Mr. Spraker stated it did not qualify for a Board of Adjustments and Appeals variance and did not meet the criteria for hardship criteria.

Commissioner Sargent compared large home sizes on similar lots to a detached garage.

Commissioner Deaton suggested amending the allowed percentage from 100 to 75.

Commissioner Sargent moved to amend the item to 75 percent instead of 100; seconded by Commissioner Briley.

Mayor Leslie noted a motion was already on the table and requested the original motion and second be amended accordingly.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2025-36, as amended to 75 percent of the primary structure, on first reading, as read by title only.

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

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

C. First United Methodist Church Special Exception

RESOLUTION NO. 2025-187: A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A SPECIAL EXCEPTION DEVELOPMENT ORDER FOR A HOUSE OF WORSHIP REGARDING "FIRST UNITED METHODIST CHURCH" LOCATED AT 336 SOUTH HALIFAX DRIVE WITHIN THE R-2, SINGLE-FAMILY LOW DENSITY ZONING DISTRICT TO ALLOW FOR THE DEMOLITION OF THE EXISTING GATHERING BUILDING AND CONSTRUCTION OF A NEW GATHERING BUILDING WITH ASSOCIATED SITE IMPROVEMENTS; THE REPEAL AND REPLACEMENT OF RESOLUTION 93-38 IN ITS ENTIRETY; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Deaton, for approval of Resolution No. 2025-187, as read by title only.

Mr. Spraker reviewed the property zoning and the special exception requested. He provided details on the proposed project and associated improvements. He discussed the history of the project and the concerns brought up during meetings such as the fence and setbacks.

Ms. Jessica Gow, Cobb Cole representative, reviewed the project's history, the proposed building, setbacks, and proposed fencing.

Mayor Leslie inquired about the construction timeline; whereby, Ms. Gow stated 12 to 18 months.

Commissioner Sargent questioned if parking would be affected; whereby, Ms. Gow stated the number of parking spaces would not change and were already above code standards.

Commissioner Briley discussed his history with the property.

Commissioner Tolland inquired about the vinyl fencing; whereby, Ms. Gow stated the masonry walls took up more space, reviewing the landscaping around the perimeter of the property. Commissioner Tolland expressed support of the item, noting concerns of the smaller setbacks. She inquired about the retention ponds; whereby, Ms. Gow stated there were two stormwater retention ponds. She inquired if there was any flooding in the area; whereby, Mr. Finley stated there were no flooding issues, noting the dry retention spots on the property.

Mayor Leslie highlighted the importance of proper stormwater maintenance.

Commissioner Sargent requested native plants be incorporated into the landscaping.

Mr. Scott Culliton, 331 Riverside Drive, expressed concerns regarding the stormwater and aesthetics of the white vinyl fencing. He requested the applicant consider a colored vinyl fence.

Commissioner Sargent inquired if a brown fence was acceptable; whereby, Mr. Culliton stated it was.

Ms. Gow explained the Planning Board preferred a colored vinyl, noting the applicant was agreeable to a colored vinyl such as brown.

Mayor Leslie voiced concerns regarding flooding; whereby, Mr. Sean Meade, Zev Cohen & Associates representative, reviewed the stormwater aspects of the project, including the ponds, pavement, and lift station.

Commissioner Tolland inquired if the retention ponds were dry retention; whereby, Mr. Meade confirmed that was correct. She requested the applicant work with the resident's concern on the fence.

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

Mayor Leslie closed the public hearings.

10. **SECOND READING OF ORDINANCES**

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

A. Fiscal Year 2024-2025 Budget Amendments (Second Reading)

ORDINANCE NO. 2025-33: AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2024-2025 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); ECONOMIC DEVELOPMENT FUND (110); PENSION CONTRIBUTION PASS THROUGH FUND (113); FINANCING DEBT SERVICE FUND (205); BEACHFRONT PARK BOND FUND (220); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND

(317); WATER AND WASTEWATER FUND (401); VEHICLE REPLACEMENT FUND (408); RENEWAL & REPLACEMENT FUND (409); WATER SYSTEM IMPACT FEE FUND (434); WASTEWATER SYSTEM IMPACT FEE FUND (435); 2024 WATER & WASTEWATER BOND FUND (446); SOLID WASTE FUND (460) AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Deaton moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2025-33, on second reading, as read by title only.

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

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

B. General Employees' Pension Ordinance Amendment (Second Reading)

ORDINANCE NO. 2025-34: AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, FURTHER AMENDING ARTICLE I, GENERAL EMPLOYEES' PENSION PLAN, OF CHAPTER 16, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES; AMENDING SECTION 16-6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 16-9, VESTING; PROVIDING FOR A BENEFIT MULTIPLIER FOR CREDITED SERVICE EARNED ON OR AFTER OCTOBER 1, 2025, FOR MEMBERS HIRED ON OR AFTER DECEMBER 19, 2012; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2025-34, on second reading, as read by title only.

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

11. **REPORTS, SUGGESTIONS, REQUESTS**

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, workshops, events, and city projects.

Commissioner Briley thanked residents for attending and staff for their hard work.

Commissioner Tolland stated Mr. Finley compiled a summary of all the city's stormwater projects and requested he share it individually with the Commission.

Commissioner Sargent requested the information be added to the website; whereby, Mr. Finley stated staff was looking to add all capital project status updates to the website by 2026.

Commissioner Tolland discussed events she attended, provided updates from them, and upcoming events including workshops.

Commissioner Sargent reviewed events he attended. He suggested a punch-list be implemented as he noticed many items such as weeds in a couple areas in the city. He provided a sample resolution regarding the creation of a Technology Advisory Board.

Mayor Leslie inquired if the membership numbers was what Commissioner Sargent wanted in the make-up of the board; whereby, Commissioner Sargent stated he liked the board exactly like it was written in the resolution.

Commissioner Sargent inquired about the timeline for a workshop for the Employee Benefits Broker; whereby, Mayor Leslie questioned Commissioner Sargent's urgency. Commissioner Sargent and Mayor Leslie discussed the history of the RFP.

Ms. Shanahan stated there were many workshops scheduled, noting many were still needing to be scheduled.

Mayor Leslie noted staff was still working on the existing broker plan.

Ms. Shanahan noted there were nine workshops that would be scheduled as quickly as possible, noting staff would work to combine topics or schedule on off-meeting weeks to accommodate.

Commissioner Deaton encouraged residents to help the community where they could.

Mayor Leslie discussed events he attended.

Ms. Shanahan stated Commissioner Briley had a conflict for the January 20, 2026 workshop and inquired if the Commission would be amenable to scheduling a workshop on January 13, 2026; whereby, the entire Commission agreed.

Proposed Letters to Send

Commissioner Tolland requested the Commission consider writing a letter of continued support or a resolution to promote ReGrow Volusia; whereby, the entire Commission agreed.

Ms. Shanahan inquired if the Commission would like the letter brought back before being sent to the Volusia County Council; whereby, Commissioner Tolland confirmed.

Commissioner Tolland stated she received a request from the Friends of Tomoka State Park asking for a letter of support for a grant they were applying for to assist in rebuilding the docks at the state park.

Commissioner Deaton inquired if the letter was to assist with the grant; whereby, Commissioner Tolland stated they were looking for letters of endorsement to submit with the grant, clarifying they were not asking for money.

The entire Commission agreed.

Mayor Leslie inquired if the letter could be brought back before the Commission for approval; whereby, Commissioner Tolland stated that was not needed, she would share the sample letter with Ms. Shanahan, and then Ms. Shanahan could share the sample letter with the other Commissioners.

Mayor Leslie discussed concerns regarding House Bill 145 and suggested the Commission send a letter voicing the concerns.

Ms. Shanahan suggested staff speak with the city's lobbyist to determine who the bill sponsor was and what the rationale behind the creation of it was; whereby, Mayor Leslie agreed.

Aviation Advisory Board

Commissioner Sargent voiced concerns regarding the number of complaints from residents regarding the noise from the flight schools. He suggested adding seats to the Aviation Advisory Board for members of the flight schools.

Commissioner Tolland expressed support of amending the board member composition, noting it would need to be officially amended.

Ms. Shanahan questioned if the Commission wanted the flight schools to be voting members of the board, suggesting staff invite the flight schools to the board meetings.

Commissioner Deaton suggested the flight schools send a representative as a liaison to the board meetings.

Commissioner Sargent stated he was supportive of the representatives' voting.

Ms. Ann-Margret Emery, Deputy City Attorney, suggested a broader member position for the flight schools.

Commissioner Tolland stated staff could invite the schools to a meeting and open a discussion to determine interest.

Mayor Leslie inquired about the benefit to the flight schools for attending a meeting, voicing concerns of representatives not attending due to potential negative feedback from residents. He questioned if the schools were invited in the past.

Ms. Shanahan discussed past meetings and the Federal Aviation Administration regulations. She stated staff was in discussions with the flight schools and upgrading software to track complaints received.

Commissioner Sargent expressed his frustration with the noise and benefit of open dialogue.

Mayor Leslie requested Mr. Steven Lichliter, Airport Manager, to speak on the limitations and noise complaints.

Mr. Lichliter stated the city did not have the authority to govern air traffic. He reviewed some legislative background on airports, and discussed aviation noise concerns.

Mayor Leslie inquired if Mr. Lichliter could invite the flight school representatives to the board meetings; whereby, Mr. Lichliter stated staff would invite them.

Avalon Park

Commissioner Sargent requested a Shade Meeting to discuss Avalon Park.

Ms. Emery stated a Shade Meeting would be very limited in what could be discussed.

Ms. Shanahan stated a Shade Meeting would be needed for the Daytona Beach settlement discussion and a workshop to review the history and all other aspects of Avalon Park.

Commissioner Deaton expressed support for a discussion.

Ms. Emery stated staff would determine the best way to approach the discussions and determine if a Shade Meeting or workshop would work better for the information being requested.

Commissioner Sargent stated he would like to have both types of meetings to fully discuss all aspects of Avalon Park.

Outside Legal Council

Commissioner Sargent expressed concerns regarding the contract with the outside council for labor negotiations and provided suggestions for lowering the costs. He inquired if the Commission was agreeable to changing the way staff handled the labor negotiations.

Ms. Shanahan stated staff needed the legal council as the unions were represented.

Commissioner Sargent questioned if it could be negotiated to where the unions did not maintain legal council, referencing how other municipalities handled their labor negotiations.

Mayor Leslie inquired how many staff the city's legal office had; whereby, Ms. Emery confirmed there were three attorneys. He questioned how many were on staff with other municipalities and noted the city's legal office was currently down one attorney.

Commissioner Tolland asked how the City of Daytona Beach completed their negotiations; whereby, Commissioner Sargent stated the union had a union representative and Human Resources Director, noting the City of Holly Hill was set up similarly.

Commissioner Sargent noted the need for the outside council on other employment-related claims.

Commissioner Deaton stated some municipalities would maintain legal council if the unions reached an impasse.

Commissioner Tolland confirmed she was supportive of the initial negotiations happening without legal council, clarifying if the unions had an attorney present, staff needed to make sure one was there.

Commissioner Sargent stated the current round of negotiations could proceed as they were, noting he was proposing the change for future negotiations.

12. ADJOURNMENT

Mayor Leslie adjourned the meeting at 9:19 PM.

APPROVED: December 2, 2025

BY: _____
Jason Leslie, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.A.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Grant Agreement FL DEP - Planning and Design, West Ormond Recreational and Community Center		
Recommended Action	Staff recommends approval of the State of FDEP Grant Agreement for the West Ormond Recreational Community Center.		
Strategic Goal	Quality of Life - Pursue the expansion of recreation fields in Ormond Beach and prioritize the projects in the City's current Park & Recreation Master Plan for funding and development.		
Department Staff Contact	Economic Development Brian Rademacher, Economic Development Director		

Summary

The purpose of this item is to present to the City Commission for approval a Grant Agreement for Execution between the City and Florida Department of Environmental Protection (FDEP) for the planning and design of a West Ormond recreational community center.

The Parks and Recreation master plan identified the need to provide recreational space and programming to residents on the west side of the City to provide equitable access to indoor and outdoor recreation amenities and programs for residents of western Ormond Beach.

This project will provide the necessary steps for a shovel-ready project for a new West Ormond Recreational Center. Uses may include pickleball courts, a walking track, community meeting rooms, a gymnasium with basketball and volleyball courts, indoor fitness center, space for large gatherings and events (seating for more than 200 people), youth basketball, and other amenities.

In 2023, the City Commission, in furtherance of this priority, included a legislative priority and appropriations request from the State Legislature. The aim was to secure half of the funds necessary for the purpose of planning engineering to conduct the design, survey, geotechnical and permitting for a West Ormond recreational community center.

For State Fiscal Year 2023-2024, the Florida Legislature approved the City's request and appropriated \$522,639 from the General Revenue Fund of the General Appropriation Act to the

City for this project. Funding under this agreement will be used for design and pre-development activities, which will provide the essential steps needed for the project to move forward. The estimated total cost for this phase is \$1,045,278 and would be split evenly, with 50% coming from the appropriations request and 50% from the City.

Financial Impact

The total cost of this project is estimated at \$1,045,278. The City has received a funding commitment for this project from the State Legislature in the form of a general appropriation in the amount of \$522,639. The City's share is estimated to be \$522,639 from Fund 310 - Parks & Recreation Impact Fee Fund. If approved, this amount will be allocated in next year's 2025-2026 fiscal budget.

Citizen Impact

This project will positively impact the residents of Ormond Beach by paving the way for additional recreational facilities in the City.

Attachments

1. 25-126 FDEP Grant Agmt, West Ormond Center (P25-0091G)
2. L2308 Draft Agreement for partial execution August2025_FINAL

RESOLUTION NO. 2025-126

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING FUNDING FOR THE PLANNING AND DESIGN OF A WEST ORMOND RECREATIONAL AND COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Grant Agreement with the Florida Department of Environmental Protection ("FDEP") for the planning and design of a West Ormond Recreational Community Center to provide equitable access to indoor and outdoor recreation amenities and programs for residents of western Ormond Beach (the "Project"), and

WHEREAS, the total Project cost is estimated to be \$1,045,278.00 and

WHEREAS, the FDEP has issued a Grant Agreement to provide grant funding in the amount of \$522,639.00, representing fifty percent (50%) of the Project cost, and

WHEREAS, the City Manager has certified that funds in the amount of \$522,639.00, to fund the City's fifty percent (50%) contribution of the Project cost have been appropriated to the credit of the Parks & Recreation Impact Fee Fund and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Grant Agreement between the City and the Florida Department of Environmental Protection regarding funding for the planning and design of a West Ormond Recreational Community Center. A copy of said Grant Agreement is attached hereto and incorporated herein by reference.

SECTION TWO. The City Manager hereby certifies that funding in the amount of \$522,639.00 for the Project will be derived from the Parks & Recreation Impact Fee Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of December, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Ormond Beach West Ormond Recreational Community Center** Agreement Number: **L2308**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Ormond Beach** Entity Type: **Local Government**

Grantee Address: **22 South Beach Street, Ormond Beach, Florida 32174** FEID: **59-6000398** (Grantee)

3. Agreement Begin Date: **upon execution** Date of Expiration: **June 30, 2028**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **1375 Harmony Ave, Ormond Beach, FL 32174**

Project Description: **Planning Engineering to conduct the design, survey, geotech and permitting for the project.**

5. Total Amount of Funding: \$522,639.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	Line Item No. 1797A- GAA FY 2023-2024	\$ 522,639.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 522,639
Total Amount of Funding + Grantee Match, if any:			\$ 1,045,278.00

6. Department's Grant Manager Name: **Shauna R. Allen** or successor

Address: **Department of Environmental Protection
3800 Commonwealth Blvd., MS 100
Tallahassee, FL 30399**

Phone: **850-245-2713**

Email: **shauna.r.allen@floridadep.gov**

Grantee's Grant Manager Name: **Alex Schuman** or successor

Address: **22 South Beach Street
Ormond Beach, FL 32174**

Phone: **386-676-3302**

Email: **alex.schuman@ormondbeach.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ormond Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Joyce Shanahan, City Manager

Print Name and Title of Person Signing

By _____
(Authorized Signature) Date Signed

Mayor Jason Leslie

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

2 of 14

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

- ii. 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 posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

4 of 14

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1

5 of 14

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Attachment 1

8 of 14

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. The Grantee, its subgrantees, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
 - ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

- v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
- vi. United States Executive Order (EO) 13166 (federal agencies required to ensure that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and activities by Limited English Proficiency (LEP) persons).
- vii. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
 - The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage

Attachment 1

10 of 14

costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

- iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

12 of 14

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L2308**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is West Ormond Recreational Community Center. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$522,639.00 through cash or third party in-kind towards the project funded under this Agreement.

8. Insurance Requirements

Attachment 2

1 of 3

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Attachment 2

2 of 3

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
PROJECT WORK PLAN
LEGISLATIVE LINE ITEM PROJECT

Project Name: Ormond Beach West Ormond Recreational Community Center
Grantee Name: City of Ormond Beach
Project # L2308

SUMMARY: The City of Ormond Beach (Grantee) received funding in the amount of **\$522,693.00** from the Florida Legislature through Specific Appropriation Line Item 1797A, General Revenue Fund, Fiscal Year (FY) 2023-2024, General Appropriations Act, for the purpose of **Planning Engineering to conduct the design, survey, geotech and permitting for the project**. Authority for this Project is specified in Section 216.011, Florida Statutes (F.S.). Monitoring and auditing guidelines, as related to the Florida Single Audit Act are specified in the Florida Catalog of State Financial Assistance (CSFA). The specific CSFA number for this Project is 37.085.

The Project is located at **1375 Harmony Ave, Ormond Beach, FL 32174**.

All work must be completed in accordance with, and including but not limited to: the Agreement, local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1. The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

Project Completion: The Project Completion Date for this Agreement is **April 30, 2028**.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for funds. All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$522,639.00
Required Grantee Match Amount:	\$522,639.00
Total Estimated Project Cost:	\$1,045,278.00
Match Ratio:	50:50

Scope of Work/Project Tasks	Budget	Deliverables	Due Date	Financial Consequences
PROJECT TASK 1 1.A. Development of Commencement Documentation Checklist (FRDAP Form DRP-107) ¹ .	No Cost Deliverable	PROJECT DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (FRDAP FORM DRP-107)	180 Calendar Days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

		The Grantee may not proceed with development of the Project until Notice to Commence has been issued.		
Project Task 2 Task 2.A. Development of Project Elements, which include: Planning Engineering to conduct the design, survey, geotech and permitting for the project.	Task 2	PROJECT DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (FRDAP Form DRP-111) ¹ . 2.C. Final Legislative Line Item Status Report. The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the Agreement and approved plans. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit **a single payment request** on Payment Request Summary Form (FRDAP Form DRP-115)¹, along with all required documentation as outlined in the Financial Reporting Procedures (FRDAP Form DRP-110)¹, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

- Documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
- Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	General Appropriations Act Line Item #1797A- Grants in Aid to Local Governments and Nonstate Entities – Fixed Capital Outlay – Local Parks from General Revenue	2023-2024	37.085	Grants in Aid to Local Governments and Nonstate Entities	\$522,639.00	
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$522,639.00	
-------------	--------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

LOCAL PARKS – LEGISLATIVE LINE ITEM PROJECT

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval:

- i. Commencement certification;
- ii. A boundary survey of the project site which includes a legal description and sketch of the site's boundaries, displays known easements and encroachments, if any, by legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S.;
- iii. The results of a title search and the opinion prepared by a member of the Florida Bar or licensed title insurer of the project area covering the thirty (30) year period prior to approval by the Department, which attest to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance; and

The Grantee may use the FRDAP Commencement Documentation Checklist, DRP-107 to help meet these requirements and may use the Commencement Certification, DRP-108 to satisfy requirement 2.i. In addition to the Items i. through iii. above, the Grantee shall submit a copy of any executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project.

The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence." The Grantee shall commence Task Performance **within 90 days** after the "Notice to Commence" is issued by the Department unless extended by the Department for good cause. Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence."

3. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated.

4. Project Completion Certification.

To certify completion, the Grantee will submit to the Department a Project Completion Certification. The Grantee may use the FRDAP Project Completion Certification, DRP-112, available online and incorporated herein by reference to satisfy this requirement. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

5. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

- k. **Project Costs.** The Department will reimburse Project costs as provided herein. Project Costs shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

6. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

- a. The Grantee must utilize the Legislative Line Item Status Report, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than April 20, July 20, October 20 and January 20. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

7. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

8. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement, the Department will terminate this Agreement and demand return of the legislative line item funding (including interest). Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.



Florida Department of Environmental Protection

Legislative Line Item Project
Project Status Report

Required Signatures: Adobe Signature

Project Name: Ormond Beach West Ormond Recreational Community Center Project Number: L2308

Project Sponsor: City of Ormond Beach

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through March:
- ☐ April through June:
- ☐ July through September:
- ☐ October through December:
- ☐ Final Status Report:
- Due April 20th
- Due July 20th
- Due October 20th
- Due January 20th
- Date from Project Completion
Certification_____

LIAISON: _____
Signature

Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

City of Ormond Beach
Grantee

L2308
Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: State Lands

DEP Program: Land and Recreation Grants

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.B.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - Master Planning for the West Ormond Recreational and Community Center		
Recommended Action	Staff recommends approval of the Work Authorization with Kimley Horn Consultants, Inc., for master planning for the West Ormond Recreational and Community Center.		
Strategic Goal	Quality of Life - Pursue the expansion of recreation fields in Ormond Beach and prioritize the projects in the City's current Park & Recreation Master Plan for funding and development.		
Department Staff Contact	Economic Development		

Summary

This is a request to award a work authorization to Kimley Horn in the amount of \$122,710 for the master planning of the West Ormond Recreational and Community Center.

In 2023, the City was awarded state appropriations in the amount of \$522,639 from the General Revenue Fund of the General Appropriation Act to the City as a 50% match for the planning and design of a West Ormond Recreational and Community Center.

The Parks & Recreation Master Plan identified the need to provide recreational space and programming to residents on the west side of the city to provide equitable access to recreational amenities and programs. The Ormond Crossings Development Agreement requires the developer to provide 20 acres for recreation purposes. Staff, working with the developer, has identified a 20-acre site that is suitable for the development of a recreational facility and sports grounds.

The City Commission approved the partial execution of a grant with the DEP for design and pre-development activities. When signed by the State, the grant will fund 50% of the project's design cost.

Staff negotiated the scope of work and cost with Kimley Horn, a City Continuing Services Contractor under the Continuing Contract for Parks and Recreation, RFQ 2023-16. The scope of

work is for a master planning process which is intended to capture input from the City Commission, appropriate advisory boards, and Ormond Beach residents and stakeholders to identify the preferred facility for the City. The proposed design cost is \$122,710.

Financial Impact

The total cost of the master planning process is approximately \$122,710. The City has received a funding commitment for this project from the State Legislature in the form of general appropriations. The City's share is available in Fund 310 - Parks & Recreation Impact Fee Fund.

Citizen Impact

This project will positively impact the residents of Ormond Beach by paving the way for additional recreational facilities in the City.

Attachments

1. 25-188 West Ormond Recreation and Community Center - Kimley Horn (P25-0169G)
2. Work Authorization - West Ormond Recreational & Community Center

RESOLUTION NO. 2025-188

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES TO DEVELOP A MASTER PLAN FOR THE WEST ORMOND RECREATIONAL AND COMMUNITY CENTER; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Consultant Agreement on May 21, 2024 for the purpose of providing professional consulting services to develop a master plan for the West Ormond Recreational and Community Center (the Project) as described in the attached Work Authorization at a cost not to exceed \$122,710.00, and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Parks and Recreation Impact Fee Fund (310) and a DEP grant for the Project and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Work Authorization, a copy being attached hereto, between the City and Kimley-Horn and Associates, Inc. for the provision of professional consulting services for the Project at a cost not-to-exceed \$122,710.00, and to pay the cost thereof from Fund 310, the Parks & Recreation Impact Fee Fund and the DEP grant.

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

APPROVED AND AUTHENTICATED this 2nd day of December, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024, between the City of Ormond Beach, Florida, and Kimley-Horn And Associates, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: West Ormond Recreational and Community Center – Master Plan

Project Description: Professional services to develop a master plan for the West Ormond recreational and community center, as detailed in the attached proposal dated October 30, 2025.

Estimated Project Construction Cost: \$1,045,278

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Data Collection / Site Visit	Fixed Fee	\$15,560.00
Conceptualization	Fixed Fee	\$16,255.00
Stakeholder & Community Engagement	Fixed Fee	\$24,050.00
Master Planning &	Fixed Fee	\$35,060.00
Opinion of Probable Construction Costs	Fixed Fee	\$8,990.00
Funding Research	Fixed Fee	\$3,380.00
Meetings / Coordination	Fixed Fee	\$14,415.00
Expenses	Actual Cost	\$5,000.00

Total Fee Authorized: **Not to Exceed** **\$122,710.00**

Funding Source: Parks & Recreation Impact Fee Fund (310) and FDEP Grant

Estimated Time for Completion: 8 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
KIMLEY-HORN AND
ASSOCIATES, INC.

By: _____
Jason Leslie
Mayor

By: _____
M. Scott Mingonet
Sr. Vice President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

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



October 30, 2025

Alex Schumann, P.E.
City Engineer
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32714
(386) 676-3302

**Re: West Ormond Recreation Center – Master Plan
City of Ormond Beach, Volusia County, Florida**

Dear Alex:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter of Agreement (“Agreement”) to the City of Ormond Beach (“Client”) for providing professional consulting services per the terms of the Continuing Consultant Agreement dated May 21, 2024, for the West Ormond Recreation Center (“Project”).

Project Understanding

Kimley-Horn understands that the Client wishes to develop a shovel-ready recreation park on an approximately 20-acre site located within the planned mixed-use development of Ormond Crossings, in Ormond Beach, Volusia County, FL. See *Figure A – Ormond Crossings Conceptual Park Plan*. The first step to start this Project will be to complete a master plan for the reaction facility.

This space left blank intentionally

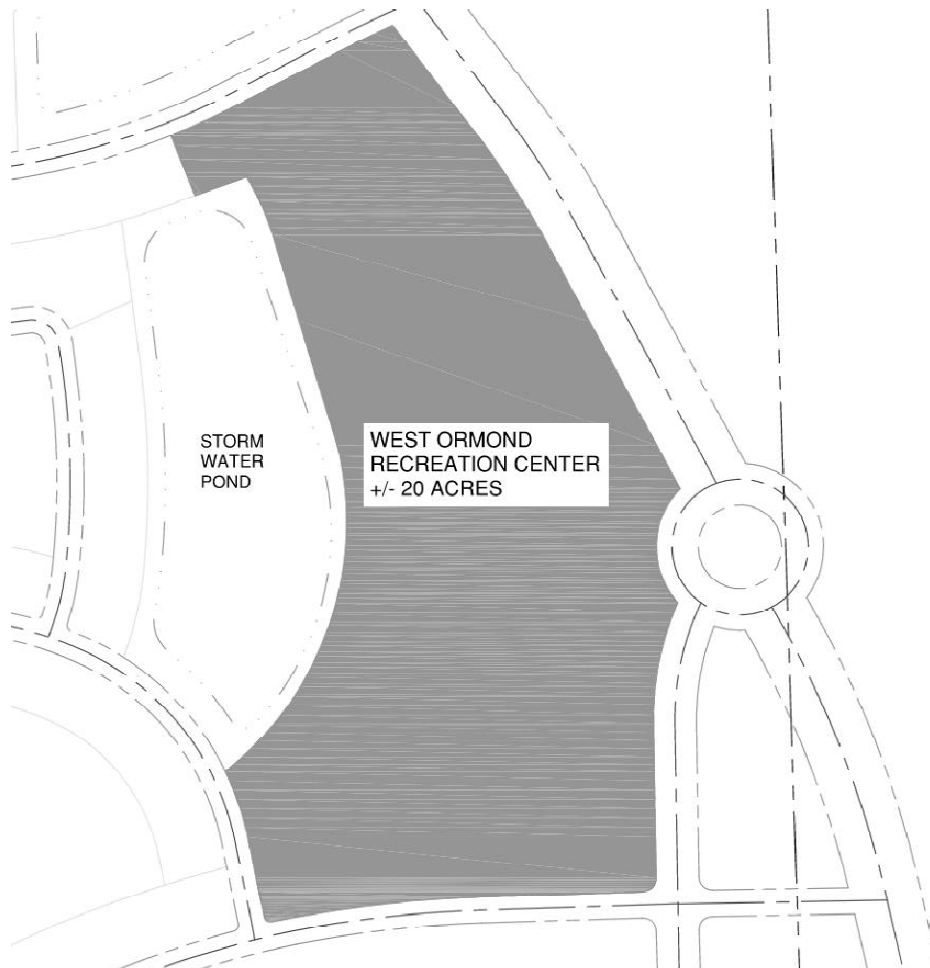


Figure 'A' - Ormond Crossings Conceptual Park Plan, Meritage Homes, Dated 6/7/2024

The following program elements were discussed during a meeting held on November 1, 2024, with the Client. The Consultant understands the Project's program elements may include:

- Recreation Center (40,000 – 70,000 SF)
- Soccer, Football, and/or Lacrosse Fields
- Baseball and/or Softball Fields
- Basketball Courts, Tennis Courts, and/or Pickleball Courts
- Splash Pad, Restroom Facility
- Open-air pavilions, Grilling Areas, Playground
- Parking for approximately 200 vehicles

It is understood the Project may serve as many as 10,000 people. The community will use the recreation facilities in the evenings for sporting events. The stormwater pond shown on the west side of the property may need to be increased in size or reshaped to accommodate the program elements of the Project. It is also understood that the Project will connect with a larger City trail system.

Assumptions

In preparation of this Agreement, the Consultant understands the following:

- It is anticipated that a scope of work for construction and permitting documents will be further defined and developed based on the approved Master Plan.
- The Client will provide an AutoCAD file of the site including the boundary.
- Permitting, entitlements, and rezoning, if required are not included in this scope of services but can be provided as an Additional Service.
- Environmental Services, detailed analysis of stormwater, floodplain encroachment, and wetland mitigation are not included in this scope of services.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Data Collection/Site Analysis

Kimley-Horn will collect and analyze data associated with the site and surrounding areas to assist in evaluating the opportunities and constraints related to the development of the proposed Project. As part of this task, Consultant will:

- A. Prepare Project Base Maps – Consultant will prepare a base map utilizing aerial imagery, Lidar information, and the Client provided AutoCAD file of the site (as available).
- B. Research Recreation Facilities – Consultant will review the study prepared by Client on comparable modern recreation facilities. Additionally, Consultant will conduct site visits to the Nova Community Center, Southern Ormand Neighborhood Center, Ormond Beach Sports Complex, and Ormond Beach YMCA to review the current park facilities.
- C. Site Analysis and Inventory - Consultant shall obtain all available information concerning the existing site and adjacent, offsite projects for which there is available information.
- D. Conceptual Utility Layout – Consultant will review available as-builts and utility maps from infrastructure/utility service providers, identifying potential connections to existing utilities and future utilities.
- E. Conceptual Stormwater Layout – Consultant will review available as-builts, contour mapping, survey, wetland mapping, floodplain, and soil data. Analysis of existing topography, historical flow patterns, and required stormwater criteria to identify locations of proposed stormwater ponds. No stormwater modeling or water quality calculations are included in this task. Consultant will identify potential environmental concerns related to soil conditions, wetlands, and floodway/floodplain.

Deliverable

Upon completion of this task, Consultant will deliver a Memo of Findings in PDF format outlining the assessed items mentioned above.

Meetings

One (1) Client meeting via conference call is anticipated with this task to review the Memo of Findings

Task 2 – Project Visioning & Conceptualization

Kimley-Horn will provide Visioning and Conceptualization services. Visioning is the art of establishing the conceptual look, feel, and style of the Project. The vision is an idealistic view of the desired outcome of the Project after completion. This includes identifying the program elements, visual character, and physical form. Consultant will organize a Visioning and Conceptualization workshop with the Client. This will be an in-person meeting lasting approximately ½ day. The workshop will be attended by staff identified by the Client and held at a location and time determined and coordinated by the Client. The following items will facilitate identifying and documenting the Project vision.

- A. Benchmarking:
Kimley-Horn will research similar projects (Benchmarks) to assist with project scale, proportion, mood, character, and proposed program elements.
- B. Style and Character Boards:
Kimley-Horn will provide Style and Character Boards depicting options for the style(s) of building architecture and program elements using photographs and sketches.
- C. Vision Plan:
Kimley-Horn will produce a Conceptual Bubble Plan that reflects the decisions made regarding the placement of program elements identified during the visioning process. The bubble plan will become the basis for the future master plan.

Deliverable

Upon completion of this task, Consultant will gather all the data and designs produced during this phase of the Work and format the information into a booklet in PDF format documenting the work produced. This information will be used in Task 3.

Meetings

One (1) ½ day workshop with Client and City staff

One (1) Client meeting via conference call is anticipated with this task to review the document of work produced

Task 3 – Stakeholder and Community Engagement

Kimley-Horn will prepare for and facilitate three (3) meetings - one (1) meeting with the City of Ormond Beach City Commission, one (1) meeting with the City of Ormond Beach Leisure Services Advisory Board, and one (1) meeting with the public. The meetings will be held at a location and time determined and coordinated by the Client. Consultant will coordinate with the Client's Project Manager to develop the meeting format, content, and exercises. The purpose of the meetings is to solicit opinions related to the on-site opportunities and constraints, to solicit input regarding desired features, and to identify the program elements for the Project. Additional community engagement meetings can be provided as an Additional Service. As part of this task, Consultant will:

- A. Develop content for stakeholder and community engagement meetings. This will include:
 - 1. Project aerial and base map
 - 2. Existing conditions photos

3. Conceptual Bubble Plan from Visualization & Conceptualization task
4. Design imagery of relevant features and program elements
5. Site Furnishings

Consultant will work with the Client to develop a survey using SurveyMonkey to gather valuable insights from city residents regarding preferences for specific program elements for the Project. Consultant will develop a set of questions that will meet the research objectives. Client will be responsible for designing and distributing the survey to the target audience using various channels such as email invitations, social media, and embedded website links.

Deliverable

Upon completion of this task, Consultant will collect the information gathered during this phase of the Work and format the information into a booklet in PDF format documenting the outcome of the three (3) meetings. This information will be used in Task 4. The document will include:

- Summary of materials presented at three (3) meetings
- Summary of input received from the three (3) groups

Consultant will provide questions developed for the SurveyMonkey.

Meetings

One (1) meeting with the City of Ormond Beach City Commission

One (1) meeting with the City of Ormond Beach Leisure Services Advisory Board

Two (2) meetings with the public

One (1) Client meeting via conference call is anticipated with this task to review the questions for the SurveyMonkey

One (1) Client meeting via conference call is anticipated with this task to review the booklet documenting the three (3) meetings

Task 4 – Master Planning

Kimley-Horn will prepare a Master Plan for the Client's internal review, financial analysis, and Client approval. The Master Plan will incorporate comments and input received in Tasks 2 and 3. Consultant will:

- A. Prepare up to two (2) Draft Master Plan Alternatives, identifying park program elements, features, building location, and spatial relationships between different uses. Each Alternative will also identify proposed access, pedestrian circulation, vehicular circulation, parking, supporting facilities, shade structures, landscape enhancements, and potential stormwater improvements.
- B. Consultant will update the Style and Character Boards from Task 2 to illustrate the vision of the Master Plan.
- C. Consultant will meet with Client to review the two (2) Draft Master Plans to obtain feedback and comments. Client will choose a preferred Draft Master Plan Alternative. Consultant will address two (2) rounds of comments from the Client on the preferred Draft Master Plan. Once all comments have been addressed, a Final Master Plan will be prepared based on the comments received.
- D. Consultant will attend a City Commission meeting to present the Final Master Plan.

- E. Significant site plan revisions or Value Engineering after completing the Final Master Plan will be billed as an Additional Service.

Notes:

1. Consultant will prepare the various Master Planning documents utilizing a combination of graphic techniques including hand-drawn, Photoshop, SketchUp, and AutoCAD at appropriate scales.
2. Buildings/structures on the Final Master Plan are conceptual and are intended to illustrate approximate building masses for future design development. Consultant has not included the scope and fee for detailed building architecture.

Deliverable

Upon completion of the above task, Consultant shall deliver to the Client one (1) Final Master Plan and the Style and Character Boards in PDF format. The final sheet size of the Master Plan shall be determined during the master planning process. Paper copies of the Master Plan may be provided if requested.

Meetings

Three (3) Client meetings are anticipated with this task to review the Draft Master Plan

One (1) Client meeting is anticipated to review the Final Master Plan

One (1) City Commission meeting to present the Final Master Plan

Task 5 – Opinion of Probable Construction Cost (OPCC)

Upon completion of Task 4, Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPCC). This OPCC will be based on the recent experience of similar Consultant projects. This OPCC will be a one-time assessment. Providing revisions to the OPCC will be billed as an Additional Service.

Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided will be based on the information known to Consultant at that time and represent only Consultant's judgment as a design professional familiar with the construction industry. Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Deliverable

Consultant will deliver OPCC in PDF format.

Meetings

One (1) Client meeting via conference call is anticipated with this task to review the OPCC

Task 6 - Funding Research

Consultant will research funding opportunities and prepare a Matrix of Funding Opportunities of potential funding pursuits that may assist in offsetting the cost of the infrastructure and/or other improvements identified for the Project. The Matrix will provide information such as the name of the funding source; description of possible use of the funds, grant, or loan; specific terms/conditions; and the next deadline for submittal, as may be applicable and available. This task does not include the preparation of any grant applications.

Deliverable

Consultant will deliver the Matrix of Funding Opportunities in PDF format.

Meetings

One (1) Client meeting via conference call is anticipated with this task to review the Matrix of Funding Opportunities

Task 7 – Meetings/Coordination

Kimley-Horn will attend in-person meetings, virtual meetings, and/or conference calls as requested by the Client. The meetings can be scheduled and held by the Client and/or Consultant. Consultant will conduct monthly reviews of project progress to ensure compliance with the approved fee budget and schedule. This will include coordination with the Client, updates to the project schedule, and preparation of monthly invoices.

Deliverable

Upon the completion of the meetings, Consultant will prepare a summary of the meeting (PDF format) to be delivered to the Client for their records.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include but are not limited to, the following:

- Civil and Traffic Engineering Services for on-site and off-site plan improvements
- FEMA/Floodplain analysis and Conditional Letter of Map Revision (CLOMR)
- Landscape Architectural construction documentation
- Preparation of grant applications
- Permitting of any kind
- Stormwater design
- Parking analysis
- Structured parking design
- Lighting design services
- Surveying Services
- Geotechnical Services
- Signage Design Services
- Permit / Review Fees
- Environmental Engineering Services
- LEED Services

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Client has provided an AutoCAD file of the site labeled “23091-Ormond Crossings Concept Plan_2024-08-07.dwg”

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 7 for the total lump sum labor fee below inclusive of expenses.

Task Number & Name		Fee	Type
1	Data Collection/Site Visit	\$15,560	Lump Sum
2	Project Visioning and Conceptualization	\$16,255	Lump Sum
3	Stakeholder and Community Engagement	\$24,050	Lump Sum
4	Master Planning	\$35,060	Lump Sum
5	Opinion of Probable Construction Costs	\$8,990	Lump Sum
6	Funding Research	\$3,380	Lump Sum
7	Meetings/Coordination	\$14,415	Lump Sum
	Expenses	\$5,000	
Total		\$122,710	

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

This space left blank intentionally

Closure

To proceed with the services, please have an authorized person sign this Agreement in the spaces provided below and return a copy to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



John Griffin, PLA
Project Manager



M. Scott Mignonet, PLA, AICP
Sr. VP/Principal

Agreed to this _____ day of _____, 2025

CITY OF ORMOND BEACH

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A
ORMOND BEACH WESTERN ACTIVITY CENTER
LABOR COSTS

Task	Senior Professional 2		Senior Professional 1		Professional		Analyst 1		Technical Support		Support Staff		KH Labor	
	Rate	\$350.00	Rate	\$260.00	Rate	\$200.00	Rate	\$130.00	Rate	\$150.00	Rate	\$95.00	Totals	
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Cost	Hours	Costs	Hours	Costs
Task 1 - Data Collection/Site Visit		\$0.00	18	\$4,680.00	18	\$3,600.00	30	\$3,900.00	20	\$3,000.00	4	\$380.00	90	\$15,560.00
Task 2 - Project Visioning and Conceptualization		\$0.00	16	\$4,160.00	30	\$6,000.00		\$0.00	40	\$6,000.00	1	\$95.00	87	\$16,255.00
Task 3 - Stakeholder and Community Engagement	12	\$4,200.00	40	\$10,400.00	20	\$4,000.00		\$0.00	30	\$4,500.00	10	\$950.00	112	\$24,050.00
Task 4 - Master Planning	4	\$1,400.00	40	\$10,400.00	60	\$12,000.00	60	\$7,800.00	18	\$2,700.00	8	\$760.00	190	\$35,060.00
Task 5 -Opinion of Probable Costs		\$0.00	10	\$2,600.00	18	\$3,600.00	20	\$2,600.00		\$0.00	2	\$190.00	50	\$8,990.00
Task 6 - Funding Research		\$0.00		\$0.00	15	\$3,000.00		\$0.00		\$0.00	4	\$380.00	19	\$3,380.00
Task 7 - Meetings/Coordination		\$0.00	46	\$11,960.00	8	\$1,600.00		\$0.00		\$0.00	9	\$855.00	63	\$14,415.00
Project Totals	16	\$5,600.00	170	\$44,200.00	169	\$33,800.00	110	\$14,300.00	108	\$16,200.00	38	\$3,610.00	611	\$117,710.00

Expenses \$5,000.00

PROJECT TOTAL \$122,710.00



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.C.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Grant Submittal - Daytona Beach Racing and Recreational Facilities District, LED Field Lighting		
Recommended Action	Staff recommends approval to submit a grant proposal for this project.		
Strategic Goal	Quality of Life - Recognized as a leader in Parks & Recreation through the offering of diverse, high-quality parks and natural spaces.		
Department Staff Contact	Finance - Grants Loretta Moisio, Grants Coordinator		

Summary

This is a request for the City Commission to authorize the submittal of a grant application to the Daytona Beach Racing and Recreational Facilities District for funding assistance in the amount of \$300,000 for the installation of LED lighting to multipurpose fields 11 and 12 at the Ormond Beach Sports Complex.

This project is in the approved FY 2025-2026 Capital Improvement Program (CIP). The installation of LED lighting to multipurpose fields 11 and 12 will further the goal of providing LED lighting to all fields in the Sports Complex. LED lighting is already on most fields at the Sports Complex with the exceptions of the T-ball fields, the Kiwanis Baseball Field, and multipurpose fields 11 and 12. LED lighting reduces the impacts on the environment by lowering energy consumption, CO2 and waste and is a far more environmentally friendly, energy efficient and an economically viable option compared to traditional methods, such as fluorescent and halogen lighting. LEDs contain no environmentally harmful substances and with long life expectancy, the impact on the environment will be minimized. The LED fixtures are expected to have an operational life of between 35,000 to 50,000 hours. With a 25-year warranty, and due to the long-life expectancy and superior construction design of LED lighting units, operational and maintenance costs will be minimal.

The Daytona Beach Racing and Recreational Facilities District was created to fund and build the Daytona International Speedway. Over the years, it has funded more than \$10 million in support of area projects. In 2009, the District provided \$300,000 over 3 years for the construction of the

Limitless Playground at the Ormond Beach Sports Complex, and in 2020, \$235,200 over 2 years for the construction of an additional gymnasium at the South Ormond Neighborhood Center. All completed funding applications are due **no later than 2:00 p.m. on Tuesday, January 6, 2026**, three weeks prior to the review meeting. The District holds 2 grant meetings each year, one in January and one in July, to review funding requests, to ask questions of applicants, and to make funding recommendations. The next grant funding meeting is planned for January 27, 2026.

All District funding is at its discretion and is often granted over a two-or-three-year period. Funding is given to projects that are located within the District's boundaries and which benefit residents living within the District.

Financial Impact

The total estimated for this project is \$413,800. With a grant request of \$300,000, the remaining \$113,800 will be derived from the Recreation Impact Fee Fund (310).

Citizen Impact

The Ormond Beach Sports Complex is a very active recreational facility with a variety of amenities situated on approximately 130 acres. The City strives to implement green technologies that have low impact on the environment. Over the past several years, staff has been working, in conjunction with the Parks and Recreation Advisory Board, to implement LED lighting projects on recreational facilities. **This grant request would include adding LED lighting to multipurpose fields 11 and 12.** Environmental impact will be reduced by lowering energy consumption, CO2 and waste and will provide increased safety, better game quality, and more playing time. The total estimated project cost is estimated at \$413,800. With a grant request of \$300,000, the remaining \$113,800 will be derived from the Recreation Impact Fee Fund (310).

Attachments

1. 25-189 Daytona R&R Grant app (P25-0170G)
2. DRAFT OBSC Fields 11 & 12 LED Lighting Application
3. Daytona Beach Racing and Recreational Facilities District Grant Funding Criteria 2025
4. Daytona Racing District Boundaries Map

RESOLUTION NO. 2025-189

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE DAYTONA BEACH RACING AND RECREATIONAL FACILITIES DISTRICT FOR FUNDING ASSISTANCE RELATIVE TO LED LIGHTING TO FIELDS 11 AND 12 AT THE ORMOND BEACH SPORTS COMPLEX; 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 purchase LED lighting for Fields 11 and 12 at the Ormond Beach Sports Complex, the total cost of which is estimated to be approximately \$413,800.00 (“the Project”), and

WHEREAS, the Daytona Beach Racing and Recreational Facilities District has a current grant cycle open from which the City can request funding assistance in the amount of \$300,000.00, and

WHEREAS, the City Commission desires to submit a grant application to the Daytona Beach Racing and Recreational Facilities District (a copy of which is attached hereto and incorporated herein by reference) for the purpose of obtaining funding assistance in the amount of \$300,000.00 for the Project, and

WHEREAS, the City Manager hereby certifies that funds for the City’s portion of the Project will be derived from the Recreation Impact Fee Fund in the amount of \$113,800.00; 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 Daytona Beach Racing and Recreational Facilities District in the amount of \$300,000.00 for the purpose of purchasing and installing LED lighting to Fields 11 and 12 at the Ormond Beach Sports Complex.

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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 2nd day of December, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LED Lighting Installation Ormond Beach Sports Complex Multipurpose Fields 11 and 12



**City of Ormond Beach
and Daytona Beach Racing and
Recreational Facilities District**

TABLE OF CONTENTS

Letter of Interest.....	4
Project Summary.....	5
Funding Criteria.....	6-8
Letters of Recommendation.....	9-14
Ormond Beach Sports Complex Site Plan.....	15-16
Grant Request Summary.....	17
Resolution Providing Matching Funds.....	18-20
Cost Estimate.....	21-23
Tax Exemption Certificate & Governmental Status.....	24-26

DRAFT

Letter of Interest

DRAFT



CITY OF ORMOND BEACH

22 S. Beach St. Ormond Beach, FL 32174 (386) 677-0311 Fax: (386) 676-3330

December ##, 2025

Ms. Barbara Kelly
Daytona Turkey Run
335 Bill France Boulevard
Daytona Beach, FL 32114

Dear Ms. Kelly:

Thank you for the opportunity to submit the enclosed grant application for the installation of LED lighting on multipurpose fields 11 and 12 at the Ormond Beach Sports Complex. The City's vision is to provide LED lighting to all of its fields to meet the expanding needs of its citizens.

The Ormond Beach Sports Complex has 25 fields, many of which are used for multiple sporting events. Currently, there are four (4) T-ball fields, four (4) full-sized baseball fields, five (5) full-sized softball fields, nine (9) full-sized soccer fields, and three (3) multi-purpose fields. Of the 25 fields, only four do not have LED lighting and they are the T-ball fields, the Kiwanis Baseball Field, and two multi-purpose fields. LED lighting is a far more environmentally friendly, energy efficient and an economically viable option compared to traditional methods, such as fluorescent and halogen lighting. The lower energy usage reduces carbon emissions and is therefore beneficial to the environment. LEDs contain no environmentally harmful substances and with long life expectancy, the impact on the environment is minimized.

The Sports Complex is the only comprehensive sports venue in northeast Volusia County with the capacity to accommodate the needs of local, regional, state, national and international sports programming. The Sports Complex hosts professional, national, regional, college, and high school competitive and recreational events. The facilities' softball, baseball, and soccer fields are designed for the many age groups that utilize them annually. Our "premier stadium" field plays host to soccer and football games for local high schools, Pop Warner football programs, and the Ormond Beach Soccer Club.

The City respectfully requests your financial support during this grant cycle. We hope to create a partnership with the Daytona Beach Racing and Recreational Facilities District to better serve our community and its growing needs. Adding LED lighting to multipurpose fields 11 and 12 will assist in the City's overall goal of continuing to provide exemplary sports facilities which maximizes play time for the residents of Volusia County to enjoy.

Thank you for your time and consideration. With this letter, the City of Ormond Beach attests that the information contained in our grant request is true and correct to the best of our knowledge.

Sincerely,

Loretta Moisio
Grants Coordinator
386-610-0463
Loretta.Moisio@ormondbeach.org

Project Summary

The Ormond Beach Sports Complex is a very active recreational facility with a large variety of amenities situated on approximately 130 acres. The Complex is bounded on the southeast corner by the Ormond Beach Municipal Airport and on the west by residential development. The Sports Complex has nine (9) full size soccer fields, three (3) multi-purpose fields, four (4) full size baseball fields, four (4) T-ball fields, five (5) softball fields, a shuffleboard facility with six (6) courts, a picnic area, a meeting facility, four (4) concession stands, paved and unpaved parking areas, as well as overflow parking. The Complex is also the site of the Limitless Playground which is an all-inclusive playground for people of all levels and abilities to enjoy as well as another playground which is located near the soccer fields and T-ball fields. This facility hosts professional, national, regional, college and high school competitive and recreational events. The softball, baseball, and soccer fields are used annually by many different age groups. The Champions Field/Stadium hosts soccer and football games for local high schools, Pop Warner football programs, and the Ormond Beach Soccer Club. LED lighting is already on most fields at the Sports Complex with the exceptions of the T-ball fields, the Kiwanis Baseball Field, and two multi-purpose fields. This funding request is for the installation of LED lighting on multipurpose fields #11 and #12.

For fiscal year 2024-2025, there was 105 days of programming consisting of 505 hours on Multipurpose Fields 11 and 12. The fields were used for practices and games by Ormond Beach Pop Warner (Tackle Football and Flag) the Ormond Beach Soccer Club (OBSC), the Daytona Beach Rugby Association and Halifax Academy Football.

The City of Ormond Beach continually strives to implement green technologies that have low impact on the environment. Staff has been working with the Leisure Service Advisory Board to implement LED lighting projects in the five-year Capital Improvement Plan. This project will assist in continuing to implement LED lighting in recreational facilities. LED lighting reduces the impacts on the environment by lowering energy consumption, CO2 and waste and is a far more environmentally friendly, energy efficient and an economically viable option compared to traditional methods, such as fluorescent and halogen lighting. LEDs contain no environmentally harmful substances and with long life expectancy, the impact on the environment is minimized.

Due to the long life expectancies and superior construction design of LEDs, the operational and maintenance costs will be minimal. They will have an operational life of between 35,000 to 50,000 hours. The benefits of LED lighting are numerous: environmentally friendly, energy efficient, longer life, cost savings, simple installation, low maintenance, increased safety and better game quality.

Funding Criteria

General Guidelines:

- 1.) A project for which grant funds are sought from the District (herein "Project") must be situated within the District's boundaries and be for the benefit of persons residing within the District's boundaries. A non-binding sample map of the District's boundaries is attached to these general guidelines.

RESPONSE: The project is located within the District's boundaries at 700 Hull Road, Ormond Beach. The proposed project will be located at the Ormond Beach Sports Complex which is owned, operated and maintained by the City of Ormond Beach. The Ormond Beach Sports Complex is for the benefit of persons residing within the District's boundaries and beyond serving all ages in Ormond Beach and adjacent unincorporated areas of Volusia County.

- 2.) Grant funds sought from the District must be used for a capital project. By way of explanation or example, capital expenses are payments for fixed assets, like buildings and equipment. These items usually have a useful life of more than one year. Capital expenses are not used for day to day items like rent, insurance or utilities.

RESPONSE: This is a capital project as approved by the Ormond Beach City Commission. The grant funds will be used to install LED lighting on multipurpose fields 11 and 12 at the Ormond Beach Sports Complex. This capital project will have a useful life for many years to come.

- 3.) An applicant for receipt of potential grand funds ("Applicant") must:
 - a. Be a non-profit corporation or a governmental entity, and
 - b. Have been in existence for at least four years.

RESPONSE: The City of Ormond Beach is a governmental entity which has been operational for 145 years.

- 4.) The project must be open to the public at least part of the year.

RESPONSE: The Ormond Beach Sports Complex is located on public lands and is open to the public year round in accordance with City of Ormond Beach regulations.

- 5.) The project should provide a recreational and/or educational value.

RESPONSE: In accordance with Objective 1.4 of the City's adopted Comprehensive Plan, Recreation and Open Space Element, "The City shall maintain and improve access to its parks, recreation, and open space areas, facilities, programs, and events and encourage development of facilities, programs, and events of state and regional excellence." The project will provide a significant recreational value to the City of Ormond Beach as a whole throughout the year and specifically the participants in various sports programs as well as other outdoor activities conducive to large open areas.

- 6.) The project should impact local residents in a positive way for which other funds may not otherwise be available – or provide the basis for such.

Funding Criteria

RESPONSE: This project will be a positive benefit to Ormond Beach and surrounding communities for which other funds are not otherwise available. By installing LED lighting to these fields, the City will be providing increased opportunities that support active lifestyles of our population.

- 7.) An applicant should be aware that funds are often granted over a two to three year period, in the discretion of the Board.

RESPONSE: The City of Ormond Beach would welcome any funds that may be granted by the District in any increments.

- 8.) Each application for grant funding shall contain only one Project.

RESPONSE: The grant request is to install LED lighting on fields 11 and 12 at the Ormond Beach Sports Complex.

- 9.) The Applicant agrees to comply with all legal, financial, reporting, and record maintenance requirements set forth by law, including without limitation any and all requirements under the Federal Americans with Disabilities Act, and in these general guidelines.

RESPONSE: The City of Ormond Beach will comply with all requirements set forth by law, including federal ADA requirements, the grant requirements and guidelines.

- 10.) No presentation is required or allowed, but a representative of the Applicant must be present at the meeting set by the Board to hear pending grant requests ("Grant Meeting"), in order to answer any questions that the Board may have.

RESPONSE: A representative will be available at the grant meeting to answer any questions of the Board.

- 11.) If an Applicant has more than one request for funding pending before the District, the Applicant shall prioritize the requests.

RESPONSE: The City of Ormond Beach has only one request before the District.

- 12.) If an Applicant's grant request is not granted, the Applicant may submit the grant request for future consideration.

RESPONSE: We understand and appreciate the ability to submit the grant request for future consideration.

- 13.) No Applicant may apply for multiple projects that duplicate, in whole or in part, each other or an existing or planned function in the same area of service.

RESPONSE: The City of Ormond Beach understands this requirement and is only applying for LED lighting for two fields as previously stated.

Funding Criteria

- 14.) The amount of funding available from the District for funding of Applications is in the discretion of the District.

RESPONSE: It is understood that all grant funding awarded is at the discretion of the District.

Required Documentation:

- 1.) Matching funds, donations (in kind or monetary) for the Project using funds requested from the District are not required, but encouraged to maximize the impact of the District's investment in the Project). Proof of any matching funds is required.

RESPONSE: The City of Ormond Beach will be providing the matching funds for this project as indicated on Resolution 2025-###, approved on December 2, 2025.

- 2.) Proof of not-for-profit or governmental status, as well as of its length of existence.

RESPONSE: The City of Ormond Beach was established in 1880. Proof of governmental status as well as its length of existence is attached with this application.

- 3.) Letters of recommendation from the community which the project impacts.

RESPONSE: See enclosed letters of recommendation.

- 4.) Support to illustrate the amount of population impacted by the Project.

RESPONSE: For fiscal year 2024-2025, there was 105 days of programming consisting of 505 hours on Multipurpose Fields 11 and 12. The fields were used for practices and games by Ormond Beach Pop Warner (Tackle Football and Flag) the Ormond Beach Soccer Club (OBSC), the Daytona Beach Rugby Association and Halifax Academy Football.

- 5.) Invoice or written proposal from a reputable vendor that illustrates the cost of the Project.

RESPONSE: The enclosed cost estimate has been provided by Musco Sports Lighting.

- 6.) Certification that the Project can continue without full funding of the requested grant.

RESPONSE: The project can continue without the full funding from the District; however, it may be delayed.

- 7.) Written attestation that all information in the grant application is true and correct.

RESPONSE: The enclosed Letter of Interest attests that all the information in the grant application is true and correct to the best of our knowledge.

Letters of Recommendation

DRAFT



CITY OF ORMOND BEACH

Leisure Services Department • 399 North U.S. 1 • Ormond Beach, FL 32174 • (386) 676-3250 • Fax (386) 676-3367

Ormond Beach Friends of Recreation
399 North US-1
Ormond Beach, FL 32174

October 27, 2025

Daytona Beach Racing and Recreational Facilities District
335 Bill France Blvd
Daytona Beach, FL 32114

Subject: Letter of Support for Lighting Improvements on Fields 11 and 12 at the Ormond Beach Sports Complex

Dear Members of the Daytona Beach Racing and Recreational Facilities District,

The Ormond Beach Friends of Recreation is pleased to submit this letter of support for the grant request to fund lighting installation on Fields 11 and 12 at the Ormond Beach Sports Complex.

As a dedicated supporter of community recreation and youth athletic programs, our organization recognizes the importance of providing safe, accessible, and well-equipped facilities for our residents. Currently, hundreds of children from multiple youth sports organizations rely on the Sports Complex for practices and games. However, due to the absence of field lighting, play is restricted after dusk, limiting participation opportunities and creating scheduling challenges for local teams and leagues.

The addition of lighting on Fields 11 and 12 would significantly enhance the complex by extending usable hours, increasing safety, and improving access for all youth participants. These improvements would not only benefit existing programs but also support the continued growth of recreation in Ormond Beach and the surrounding communities.

The Ormond Beach Friends of Recreation strongly supports this project and respectfully encourages the Daytona Beach Racing and Recreational Facilities District to fund the proposed lighting improvements. This initiative aligns with our shared mission to promote active, healthy lifestyles and provide quality recreational opportunities for all ages.

Thank you for your consideration of this important project. We look forward to the continued partnership that helps make Ormond Beach a vibrant place for youth sports and community recreation.

Sincerely,

A handwritten signature in cursive script, reading "Shannon R. Jolin".

Ormond Beach Friends of Recreation

DRAFT



Paul Viscomi, President

Ormond Beach Soccer Club

President@Ormondbeachsc.net

386-523-7820

11/1/25

To Whom It May Concern,

As President of the Ormond Beach Soccer Club, I am writing to express my strong support for the City of Ormond Beach's grant application to install field lighting on Fields 11 and 12 at the Ormond Beach Sports Complex.

Our soccer club serves thousands of local youth and adult players each season, providing opportunities for recreation, teamwork, and personal development. The addition of field lighting on Fields 11 and 12 would significantly expand our capacity to serve the community by allowing practices and games to take place safely during evening hours. This improvement would help alleviate scheduling challenges, accommodate the growing number of participants, and provide much-needed flexibility for families balancing school, work, and sports commitments.

Beyond the direct benefit to our soccer programs, this project would enhance the Sports Complex as a whole - creating more opportunities for local tournaments, bringing visitors to our city, and supporting the continued economic and social vitality of Ormond Beach.

The Ormond Beach Soccer Club fully supports this initiative and is committed to partnering with the city to ensure its success. We believe this investment will have a lasting, positive impact on our athletes, our community, and the overall quality of recreation in Ormond Beach.

Thank you for considering this important project. Please feel free to contact me if I can provide any additional information or support.

Sincerely,

Paul Viscomi

President- Ormond Beach Soccer Club, Inc



10/30/2025

Dear Members of the Parks & Recreation Department and to Whom it May Concern,

On behalf of the Ormond Beach Sandcrabs Football & Cheer Association, I respectfully submit this letter recommending the installation of field lighting on Fields 11 and 12 at our city complex. As a year round youth football and cheer program serving local children and families, adequate lighting is essential to ensure safe, effective, and equitable use of our fields.

Our program operates throughout the year, including during fall and spring seasons and for winter conditioning and camps. With the change to and from daylight saving time, available daylight in the late afternoon and evening is significantly reduced for large portions of the year. Installing lights on Fields 11 and 12 would allow practices and games to be scheduled during safe hours without displacing other community programs or placing undue time pressure on families.

There are three primary reasons we strongly support this upgrade:

Safety and Supervision

- Well lit fields reduce the risk of injuries that can occur in low light conditions and improve the ability of coaches, referees, and volunteers to supervise players effectively.
- Proper lighting enhances security for players, parents, and spectators arriving and leaving the facility after dusk.
- **Program Continuity and Accessibility**
- Lights allow our year round program to maintain regular practice and game schedules regardless of seasonal daylight changes, which is critical to player development and team continuity.
- Evening availability makes participation more feasible for working families who cannot attend daytime practices, increasing access and inclusiveness across the community.

Community Value and Youth Development



- Youth sports provide physical, social, and emotional benefits for children, including teamwork, discipline, and healthy activity. These programs strengthen community ties and provide constructive opportunities for local youth.
- Improved facilities support higher levels of participation and can attract more families to engage with Ormond Beach recreation offerings, contributing to a vibrant and active community.

We believe that lighting Fields 11 and 12 is a sound investment in the safety and future of our youth sports programs and the broader Ormond Beach community. The Sandcrabs organization is ready to collaborate with the city on planning, scheduling, and any fundraising or volunteer efforts necessary to support this project.

Thank you for your consideration. We would welcome the opportunity to discuss this recommendation in more detail and to provide any additional information you may need.

Sincerely,

Jeovanni Torres President, Ormond Beach Sandcrabs Football & Cheerleaders Association

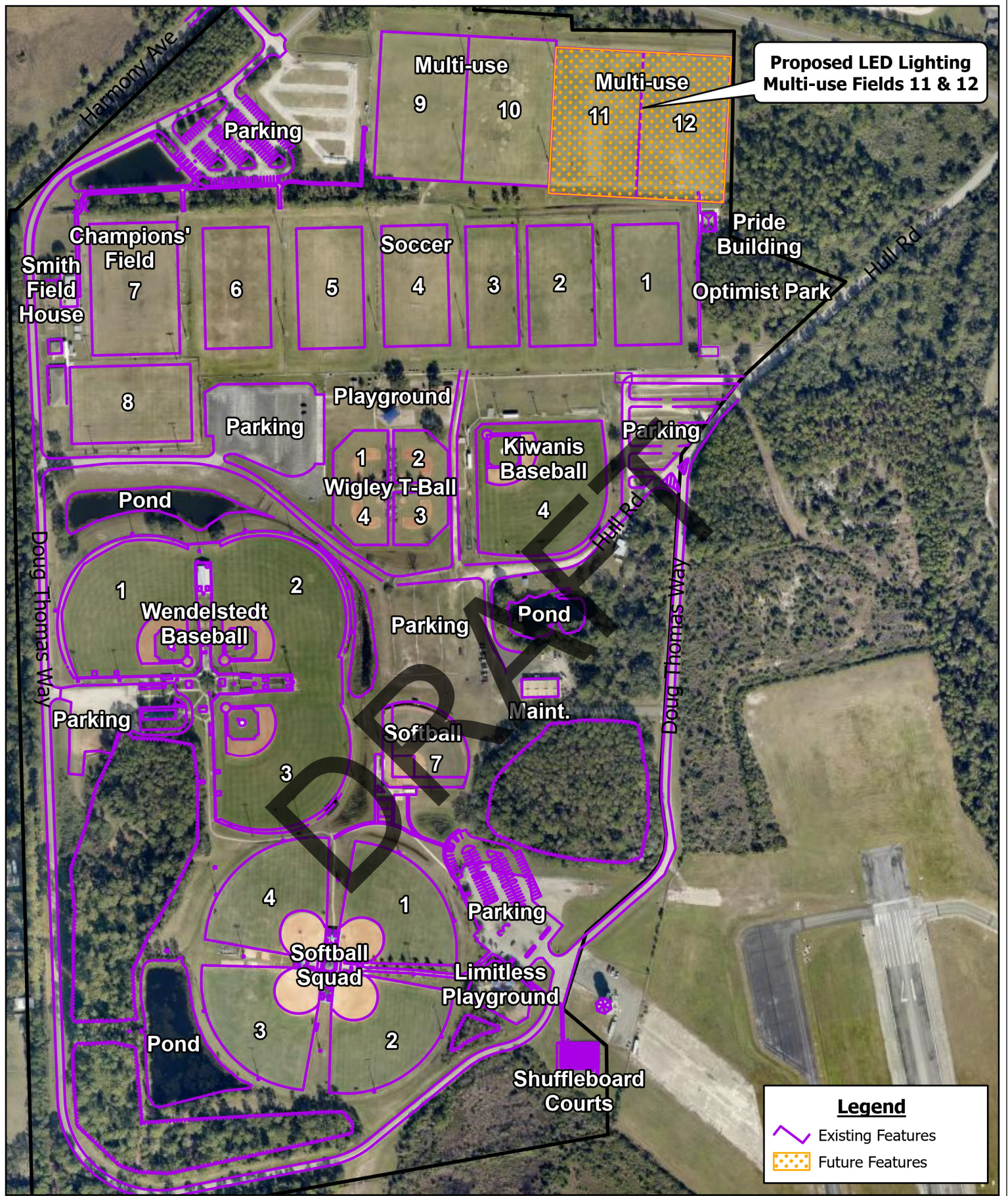
386-631-5248

OBYFCA@gmail.com

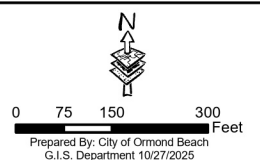
DRAFT

Ormond Beach Sports Complex Site Plan

DRAFT



Ormond Beach Sports Complex **Overall Site Plan** **- Multipurpose Fields 11 & 12 -**



Grant Request Summary

Current Total Construction Estimate: **\$413,800**

“Matching Funds” if we are selected for the Racing and Recreational Facilities District Grant:

Daytona Racing and Recreational Facilities District Grant: **\$300,000**

Balance of Construction Cost: **\$113,800**

[See attached cost estimate for detailed breakdown.](#)

DRAFT

Resolution 2025-###

DRAFT

Cost Estimate

DRAFT

Quote

Date: 4/10/2025

Project: Ormond Beach Soccer Field 11 and 12

Ormond Beach, FL

To: Stefan Sibley

Musco Project Number: 242785

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Soccer Field 11 & 12 \$ 413,800

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc and uniformity of 2.5/1.0

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Existing Controls

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

- Scope of work will be provided at a later date

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production



Quote

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:

Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, 140 mi/h, Exposure C, Importance Factor I.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 352-665-0578
E-mail: danny.sheldon@musco.com



Tax Exempt Certificate Governmental Status

DRAFT



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012740152C-7	06/30/2022	06/30/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF ORMOND BEACH
22 S BEACH ST
ORMOND BEACH FL 32174-6386

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Sec. 1.01. - Creation and powers.

The City of Ormond Beach, as previously created by Chapter 15401, Acts of 1931, as amended, shall continue as a Florida municipal corporation, having all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services and with the authority to exercise any power for municipal purposes except as otherwise provided by law.

(Ord. No. 2008-30, 7-15-2008)

State Law reference— Home rule powers generally, F.S. § 166.021.

DRAFT

**DAYTONA BEACH RACING AND RECREATIONAL FACILITIES DISTRICT
GRANT FUNDING CRITERIA as of July 16, 2019**

General Guidelines – The following are only general guidelines. The decision for approval of all applications requesting grant funds lies with the Board of Commissioners (“Board”) of the Daytona Beach Racing and Recreational Facilities District (“District”).

1. A project for which grant funds are sought from the District (herein “Project”) is preferred to be situated within the District’s boundaries and be for the benefit of persons residing within the District’s boundaries. A non-binding sample map of the District’s boundaries is attached to these general guidelines.
2. Grant funds sought from the District are strongly preferred to be used for a capital project. By way of explanation or example, capital expenses are payments for fixed assets, like buildings and equipment. These items usually have a useful life of more than one year. Capital expenses are not used for day to day items like rent, insurance or utilities.
3. An applicant for receipt of potential grant funds (“Applicant”) must:
 - a. Be a non-profit corporation or a governmental entity, and
 - b. Have been in existence for at least four years.
4. The Project must be open to the public at least part of the year.
5. The Project should provide a recreational and/or educational value.
6. The Project should impact local residents in a positive way for which other funds may not otherwise be available – or provide the basis for such.
7. An Applicant should be aware that funds are often granted over a two to three-year period, at the discretion of the Board.
8. Each application for grant funding shall contain only one Project.
9. The Applicant agrees to comply with all legal, financial, reporting, and record maintenance requirements set forth by law, including without limitation any and all requirements under the Federal Americans with Disabilities Act, and in these general guidelines.
10. No presentation is required or allowed, but a representative of the Applicant must be present at the meeting set by the Board to hear pending grant requests (“Grant Meeting”), in order to answer any questions that the Board may have.
11. If an Applicant has more than one request for funding pending before the District, the Applicant shall prioritize the requests.
12. If an Applicant’s grant request is not granted, the Applicant may resubmit the grant request for future consideration.
13. No Applicant may apply for multiple projects that duplicate, in whole or in part, each other or an existing or planned related function in the same area of service.
14. The amount of funding available from the District for funding of Applications is in the discretion of the District.

Required Documentation - Each application for grant funding must clearly lay out the following documentation.

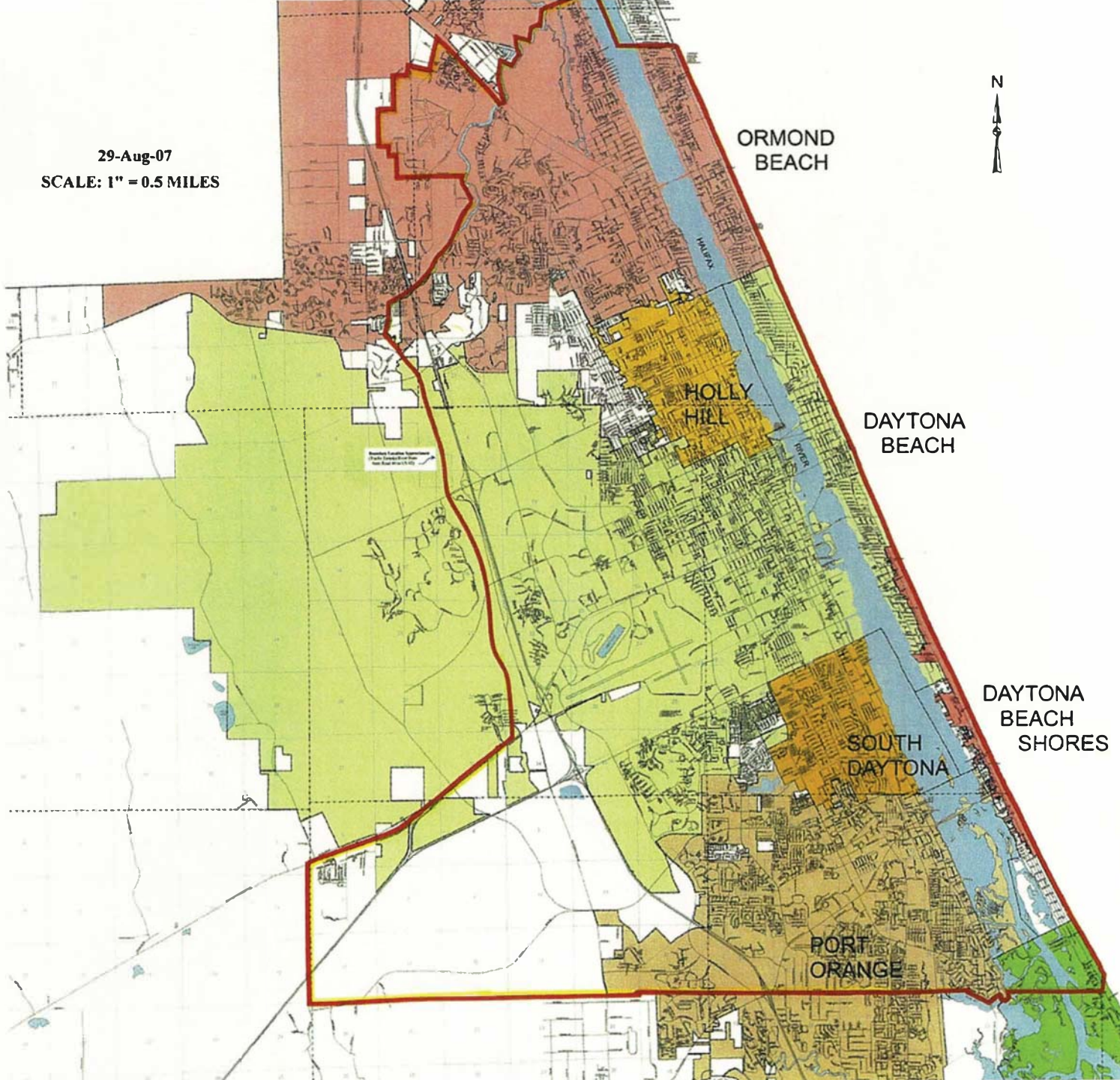
1. Matching funds, donations (in kind or monetary) for the Project using funds requested from the District are not required, but encouraged to maximize the impact of the District's investment in the Project). Proof of any matching funds is required.
2. Proof of not-for-profit or governmental status, as well as of its length of existence.
3. Letters of recommendation from the community which the Project impacts.
4. Support to illustrate the amount of population impacted by the Project.
5. Invoice or written proposal from a reputable vendor that illustrates the cost of the Project.
6. Certification that the Project can continue without full funding of the requested grant.
7. Written attestation that all information in the grant application is true and correct.

District's Non-Discrimination Policy- The District is committed to a policy of nondiscrimination in relation to race, creed, color, sex, religion, national origin, ancestry, age, disability, sexual orientation, transgender status, gender identity, and gender expression.

Proposal Requirements

1. Full proposal should include:
 - a. Page 1 - A short outline of the request to include:
 - i. Short summary (one paragraph) of the Project
 - ii. Total amount of funding requested by Applicant
 - iii. Total cost of the Project
 - iv. Contact information including name, organization, address, email address and phone number.
 - b. Page 2 and beyond – to include full **Required Documentation** and the following:
 - i. A brief background of the Applicant
 - ii. A detailed explanation of the needs for the funds being requested, including an allocation of the requested grant funds
 - iii. Applicant's compliance with the foregoing general guidelines.
2. Proposal - 6 hard copies and 1 electronic copy (which can be emailed) - shall be submitted no later than 2pm, **three weeks** prior to the Grant Meeting to:
Barbara Kelly
Daytona Turkey Run
335 Bill France Boulevard
Daytona Beach, FL 32114
info@daytonaracingdistrict.com

29-Aug-07
SCALE: 1" = 0.5 MILES





City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.D.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	RFP Award - Process Control System, Equipment & Instrumentation Services (SCADA)		
Recommended Action	Staff recommends approval of contracts to CEC Controls Company and Star Controls for services pertaining to Process Control System, Equipment & Instrumentation Services.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This is a request to award a contract to CEC Controls Company and Star Controls, for services pertaining to the Process Control System, Equipment & Instrumentation Services, RFP 2025-42.

These services support the active monitoring of electrical and supervisory control and data acquisition (SCADA) components in use throughout the City's service area by the utility department. Items monitored by SCADA include the City's raw water wellfields, water treatment plant, water reclamation facility, and approximately 95 lift stations. Establishing contracts with vendors who specialize in equipment and SCADA systems aids staff with preventative maintenance, emergency repairs, and troubleshooting services as needed.

The Process Control System, Equipment & Instrumentation Services, RFP 2025-42, was advertised via Demandstar on August 24, 2025. The City received and opened proposals on September 25, 2025. Three proposals were received and rated on: 1) Technical Qualifications, 2) Cost Schedule, 3) Experience, 4) Capability, 5) Past Performance, and 6) The firm's location in relation to City Hall. The proposals were ranked and discussed by the review committee on October 14, 2025. The proposals received ratings from the review committee ranging from 209 to 220 out of a maximum of 300 points.

The RFP review committee recommended awarding a contract to the 2 highest ranking applicants: CEC Controls Company and Star Controls. Members of the review committee noted having more than 1 contract in place aids when there are time-sensitive issues needing to be

addressed. Members of the review committee expressed that the City does not currently engage in enough SCADA services to warrant establishing contracts with all 3 applicants. Under the previous Process Control System, Equipment & Instrumentation Services contract, the City awarded a similar contract to 2 vendors.

Financial Impact

These services are included in the budget within Fund 401 - Water/Wastewater Operating Fund. Approximately \$83,000 was spent on these services in the FY 2024-25. The not to exceed amount for these services is \$125K per year, or \$375K for the initial 3-year contract.

Citizen Impact

Regular maintenance and upkeep of the City's SCADA and equipment services is essential in order to provide reliable service to the City's utility customers.

Attachments

1. 25-190 Process Control Sys Svcs (P25-0161G)
2. CEC Controls Agreement
3. Star Controls Agreement
4. CEC Controls_Ormond Beach_ Process Control System, Equipment & Instrumentation Services
5. 2025-42- PROCESS CONTROL SYSTEM, EQUIP AND INSTRUMENTATION SER
6. RFP 2025-42 Process Control System Equipment and Instrumentation Services (10)
7. RFP 2025-42 Addendum 1 (3)
8. RFP 2025-42 signed score summary

RESOLUTION NO. 2025-190

A RESOLUTION ACCEPTING PROPOSALS FROM CEC CONTROLS COMPANY, INC. AND STAR CONTROLS, INC. FOR PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES UNDER RFP NO. 2025-42; AUTHORIZING THE EXECUTION OF AGREEMENTS AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for proposals (RFP No. 2025-42) regarding process control system, equipment & instrumentation services (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the three proposals received and have determined that the most advantageous proposals for the City are the proposals submitted by CEC Controls Company, Inc. and Star Controls, Inc. to provide process control system, equipment & instrumentation services on an as-needed basis at the prices set forth in the proposals, copies of which are incorporated in the contracts which are attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that the money for the payment of the services, at an estimated expenditure of \$125,000.00 annually (\$375,000.00 for an initial three-year term) has been appropriated to the Water & Wastewater Operating Fund (401) and has not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The proposals submitted by CEC Controls Company, Inc. and Star Controls, Inc. to provide services for the Project are hereby accepted.

SECTION TWO. All other proposals relative to the aforementioned Project shall be deemed rejected upon the execution of contracts with by CEC Controls Company, Inc. and Star Controls, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an agreement with CEC Controls Company, Inc. and Star Controls, Inc. to provide process control system, equipment & instrumentation services on an as-needed basis with an estimated expenditure of \$125,000.00 annually (\$375,000.00 over an initial three-year term) and to pay the cost therefore from the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of December, 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 **CEC Controls Company, Inc.** ("Contractor"), 14555 Barber Avenue, Warren, MI 48088, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals dated September 11, 2025 ("RFP #2025-42 "Process Control System, Equipment & Instrumentation Services") attached hereto as Exhibit "A" and the Rate Schedule attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

A. Authorization for Services.

1. Prior to authorization for professional services by Contractor:
 - (a) City and Contractor shall develop a well-defined project description and complete understanding of the scope of services to be provided.
 - (b) Contractor shall provide City with a detailed proposal that provides the total estimated cost for each phase of services based on the prices set forth on Exhibit "B". If the proposal is accepted by City, the City shall issue and execute a written Work Authorization to be signed by Contractor.
 - (c) Based on the nature and cost of the services, City may obtain an independent estimate to evaluate the reasonableness of Contractor's estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement 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 provide the equipment and perform the services at the prices set forth on the attached exhibits. 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 Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event, the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.
 - (c) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

CEC Controls Company, Inc.
Mike Sobecki, Dir. Operations
14555 Barber Avenue
Warren, MI 48093

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

coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

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

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

19. Requirements for Certificates of Insurance.

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

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

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

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE

IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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

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

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

27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this _____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

JASON LESLIE

Mayor

By: _____

Print Name: _____

JOYCE SHANAHAN

City Manager

DATED this _____ day of _____, 2025.

Witnesses:

CEC CONTROLS COMPANY, INC.

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES

RFP NUMBER: 2025-42

RFP OPENING DATE & TIME: September 25, 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: CEC Controls Company, Inc.

PROPOSER'S MAILING ADDRESS: 14555 Barber Avenue

CITY-STATE-ZIP: Warren, MI 48093

F.E.I.N.: 38-1846671

PHONE NUMBER: (586) 779-0222

EMAIL: msobecki@ceccontrols.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

Mike Sobecki

AUTHORIZED SIGNATURE (MANUAL)

Mike Sobecki

NAME (TYPED)

Director of Operations

TITLE

09/11/2025

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/prt>

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.

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide technical services on an "as needed basis" for the Utilities Division of the Public Works Department in the field of programming, maintenance, and calibration services to the City's Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) process control equipment systems in order to maintain normal operation of the City's treatment plants, well sites, storage tanks, and 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 **PROCESS CONTROL SYSTEM, EQUIPMENT, AND INSTRUMENTATION 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. The scope of work under this contract shall include services in the areas of **Preventative Maintenance, Routine Repairs and Advanced Programming** (including SCADA radio telemetry and PLC’s), and **Emergency Repairs and Programming**.

A general listing of the facilities to be serviced is provided herewith under this **Section B-Scope of Work**, as detailed in **Current Inventory for the Utilities Division Facilities**, and **Supplemental Information for Utilities Division Facilities**. In general, the services to be provided under the Scope of Work includes, but is not limited to, the following:

1. Preventative Maintenance Service

- i. The successful offeror, also referred to herein as Contractor, shall provide all required programming, maintenance, and calibration services associated with the City’s SCADA and PLC Process control equipment systems that is required to maintain normal operation of the treatment plants, well site, storage tanks, and pump stations.
- ii. All work to be scheduled between the normal work hours of 7:00 AM and 4:00 PM, Monday through Friday.
- iii. When performing preventative maintenance, upon conclusion of service, a report outlining work performed and work necessary to complete shall be submitted to the City. It is required that as part of this service, the Contractor shall perform services to correct calibration or typical preventative maintenance problems to the system. If additional problems are determined, a scope of repair work shall be prepared and accepted by City prior to commencement of such repair work.
- iv. When performing preventative on hardware, service visit shall include at a minimum: Cleaning of equipment/instrument per the instructions of the Original Equipment Manufacturer (OEM), cleaning and clearing of instrument supply lines, and instrument calibration verification per manufacturer’s recommendations utilizing factory calibrated and properly maintained instruments.
- v. The successful offeror will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer’s applicable requirements. The Contractor shall advise the City of all costs required to provide such services and receive authorization by the City prior to commencing services. The City shall have the right to purchase parts direct from the OEM or through the Contractor.
- vi. The successful offeror will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.

- vii. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - 1. Labor billing rate for repair service not covered under the unit price agreement supplied by the vendor with the original contract proposal. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - 2. Policies, if any, on pricing of replacement parts not covered under the unit price agreement supplied by the vendor with the original contract proposal.

2. Routine Repairs and Advanced Programming Services

- i. On an as-needed basis, the successful offeror shall provide SCADA and PLC programming, diagnostic and trouble-shooting services to the City's water and wastewater facilities process control systems and remote pumping facilities (including wells and lift stations RTU's).
- ii. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. All hourly rates shall include labor, expenses, and travel to the City. These On-Demand services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
 - c. Routine repair work scheduled in advance is defined as: Monday through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, City may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

3. Emergency Repairs and Programming Services

- i. The successful offeror shall provide emergency SCADA and PLC programming, and repair services to the City's water and wastewater facilities process control systems.
- ii. Emergency service is 24-hours per day, 7 days a week. Contractor shall respond, and be at the City's work location, responding to emergency calls with eight (8) hours of the City's request. *Emergency rates shall apply to the first eight (8) hours of service, after which any remaining work will revert to routine, scheduled work rates.*

- iii. All hourly rates shall include labor, expenses, and travel to the City. These emergency services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
- iv. The City shall authorize any repairs that are necessary to return any equipment to operating status.

4. Parts and Materials Used

- i. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the City's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the City any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the City upon request or payment may be withheld.
- ii. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.
- iii. The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.
- iv. The Contractor shall guarantee OEM replacements parts for a period of one (1) year after the repair work is complete.

5. Current Inventory for Utilities Division Facilities

This is an approximate list of the current instrument inventory as of this bid. The addition of new equipment and replacement of current equipment may result in changes to this list. This list should be used by the offeror to establish City needs and appropriate pricing. The scope of work will include all utility sites and facilities, indicated below.

Water Treatment Facility

- 1. Control Room (LPRO): Emerson Controlwave RED with RIO 1-2 (Electrical Room), RIO1-2 (Maintenance Shop) and RIO 1-4 (Lime Softening Building)
- 2. Sand Filter Building: Allen Bradley CompactLogix
- 3. High Service Pump Station: Emerson Controlwave PAC
- 4. Clearwell Transfer Pumps: Allen Bradley SLC 500

Water Supply Wells

- 1. Division 4D: Emerson Micro
- 2. Division 5D: Emerson Micro
- 3. Division 8D: Emerson 3305

4. Division 12D: Emerson Micro
5. Division 15D: Emerson Micro
6. Division 17D: Emerson 3305
7. Rima Ridge 35R: Emerson Micro
8. Rima Ridge 39R: Emerson Micro
9. Rima Ridge 40R: Emerson Micro
10. Rima Ridge 41R: Emerson Micro
11. Rima Ridge 36R: Emerson Express
12. Rima Ridge 37R: Emerson Express
13. Rima Ridge 38R: Emerson Express
14. State Road 40WF18SR: Emerson Micro
15. State Road 40WF19SR: Emerson Micro
16. State Road 40WF21SR: Emerson Micro
17. Hudson 24H: Emerson Micro
18. Hudson 22H: Emerson Express
19. Hudson 23H: Emerson Express

Water Distribution Booster Stations

1. State Park: Emerson Micro
2. Granada: Emerson Micro
3. Riverview: Emerson Micro
4. Nova: Emerson Micro

Water Storage Tanks

1. WTP Elevated Water Storage Tank
2. Standish Ground Storage Tank: Emerson Micro
3. Leeway Elevated Storage Tank: Emerson Micro

Wastewater Treatment Facility

1. Influent Pump Station (PLC-1)
2. Alum/Polymer Bldg. (PLC-2)
3. RAS/WAS Pump Station (PLC-3)
4. Main Electrical Building (PLC-4)

Wastewater Lift Stations

1. LS-1M (Mainland 1): Emerson Micro
2. LS-2M (Mainland 2): Emerson Micro
3. LS-3M (Mainland 3): Emerson Micro
4. LS-4M (Mainland 4M): Emerson Micro
5. LS-4M1 (Mainland 4M1): Emerson Micro
6. LS-5M (Mainland 5M): Emerson Micro
7. LS-6M (Mainland 6M): Emerson Micro
8. LS-7M (Mainland 7M): Emerson Micro
9. LS-7M1 (Mainland 7M1): Emerson Micro
10. LS-8M (Mainland 8M): Emerson Micro
11. LS-8M1 (Mainland 8M1): Emerson Micro
12. LS-8M2 (Mainland 8M2): Emerson Micro
13. LS-8M3 (Mainland 8M3): Emerson Micro
14. LS-9M (Mainland 9M): Emerson Micro
15. LS-10M (Mainland 10M): Emerson Micro

16. LS-11M (Mainland 11M): Emerson Micro
17. LS-12M (Mainland 12M): Emerson Micro
18. LS-13M (Mainland 13M): Emerson Micro
19. LS-1P (Peninsula 1P): Emerson 3305
20. LS-2P (Peninsula 2P): Emerson Micro
21. LS-3P (Peninsula 3P): Emerson Micro
22. LS-4P (Peninsula 4P): Emerson Micro
23. LS-5P (Peninsula 5P): Emerson 3305
24. LS-6P (Peninsula 6P): Emerson Micro
25. LS-7P (Peninsula 7P): Emerson Micro
26. LS-8P (Peninsula 8P): Emerson Micro
27. LS-AB1 (Aberdeen 1): Emerson Micro
28. LS-AB2 (Aberdeen 2): Emerson Micro
29. LS-AB3 (Aberdeen 3): Emerson Micro
30. LS-AB4 (Aberdeen 4): Emerson Micro
31. LS-AB5 (Aberdeen 5): Emerson 3305
32. LS-ABP (Airport Business Park): Emerson Micro
33. LS-AYO (Arroyo Parkway): Emerson 3305
34. LS-BAT (Breakaway Trails): Emerson Micro
35. LS-BC (Bear Creek): Emerson Micro
36. LS-CAM (Camelot): Emerson Micro
37. LS-CG (Castle Gate): Emerson Micro
38. LS-CHEL1 (Chelsea 1): Emerson Micro
39. LS-CHEL2 (Chelsea 2): Emerson Micro
40. LS-CRKSD (Creekside): Emerson Micro
41. LS-CS (CharlesCity Square): Emerson Micro
42. LS-FQ (Forest Quest): Emerson 3305
43. LS-GBC (Garden Business Center): Emerson 3305
44. LS-HD (Harley Davidson): Emerson Micro
45. LS-HH (Halifax Hospital): Emerson Micro
46. LS-HOMAC (HOMAC): Emerson Micro
47. LS-LO (Laurel Oaks): Emerson Micro
48. LS-MAC (MacDonald's): Emerson Micro
49. LS-OG (Ormond Green): Emerson Micro
50. LS-OL1 (Ormond Lakes 1): Emerson Micro
51. LS-OL2 (Ormond Lakes 2): Emerson Micro
52. LS-OL4 (Ormond Lakes 4): Emerson 3305
53. LS-OM (Ormond Mall): Emerson Micro
54. LS-PT (Pine Trail): Emerson Micro
55. LS-PWS (Pathway Elementary School): Emerson Micro
56. LS-SAN (San Marco): Emerson 3305
57. LS-SC (Shadow Crossings): Emerson Micro
58. LS-SL (Shadow Lakes): Emerson Micro
59. LS-SM (Spring Meadows): Emerson Micro
60. LS-SO (Sandy Oaks): Emerson Micro
61. LS-SP (Southern Pines): Emerson 3305
62. LS-SR (Saddlers Run): Emerson Micro
63. LS-SW (Spanish Waters): Emerson Micro
64. LS-TM (Tomoka Meadows): Emerson Micro
65. LS-CITYE (City Center): Emerson Micro

66. LS-VGO (Villagio): Emerson Micro
67. LS-WM (Walmart): Emerson Micro
68. LS-CRN (Crown): Emerson Micro
69. LS-RB (River Bend): Emerson Micro
70. LS-CP (City Provs): Emerson Micro
71. LS-DC: Emerson 3305
72. LS-HR: Emerson Micro
73. BSAIR: Emerson Micro
74. LS-HW: Emerson Micro
75. LS-RO: Emerson Micro
76. SWLC: Emerson Micro

Reuse Storage and Pumping Stations

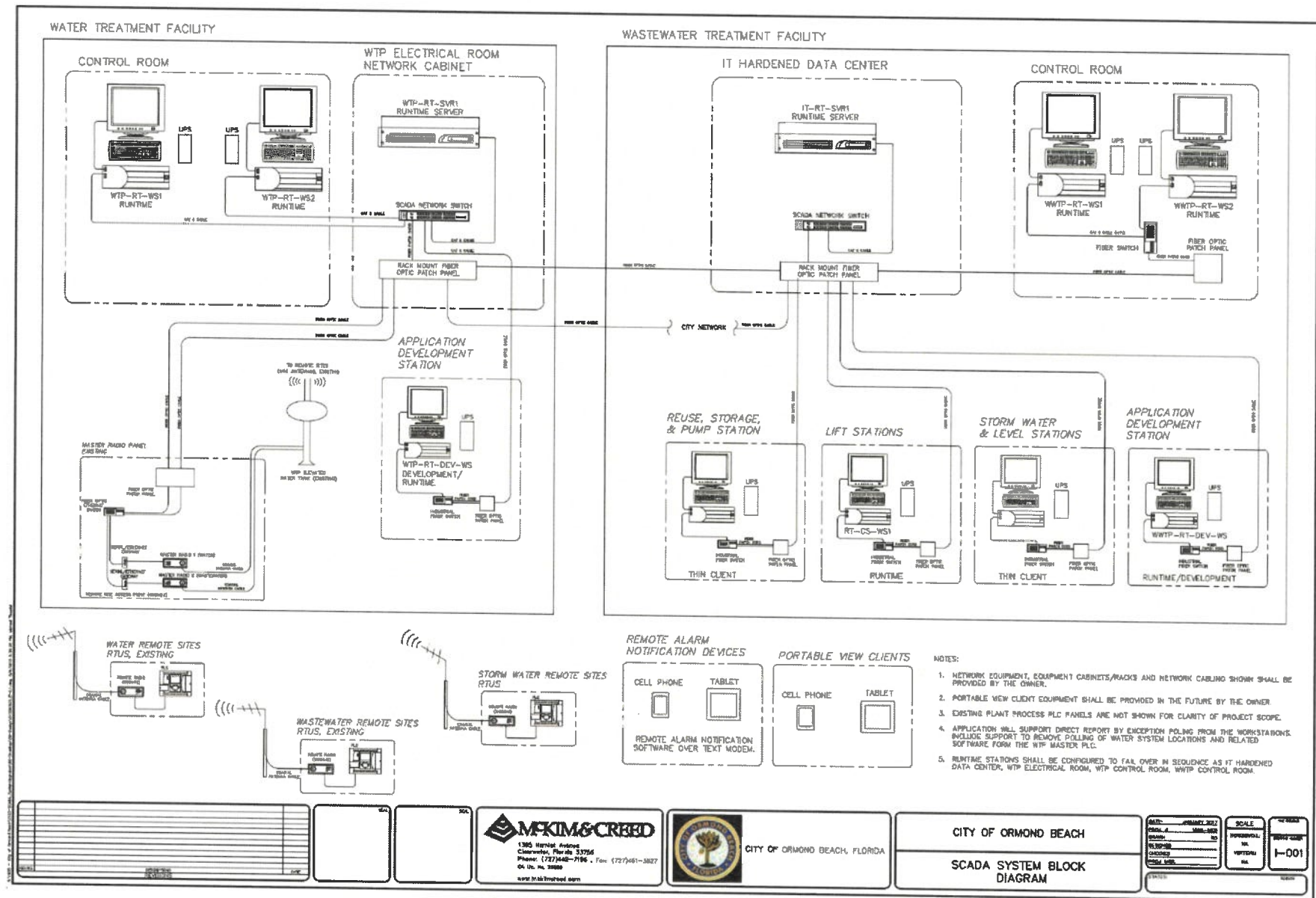
1. Orchard St. High Service: Emerson Micro
2. Breakaway Trails: Emerson Micro
3. Shadow Crossing: Emerson Micro

Storm Water Pumping Stations (Total of 2)

Storm Water Level Stations (Total of 4)

6. Supplemental Information for Utilities Division Facilities

- i. A SCADA System Configuration and Communication diagram has been prepared and included as part of this package. The diagram provides general information on the details of major SCADA system computer components and connectivity.
- ii. The City presently uses VTScada software by Trihedral, Inc. as its SCADA system software platform.
- iii. The City's control hardware platform is existing and will continue in service through the duration of the contract. With limited exceptions, the control system hardware is ControlWave RTUs and PLCs by Emerson Process Management. Other equipment in use includes Allen Bradley CompactLogix, Allen Bradley SLC500 and Siemens S7 PLCs. When modifications are required for the Emerson RTU/PLC software, the vendor will utilize the services of Emerson Process Management to revise software and test the modifications.
- iv. VTScada software is currently used at the City's water and wastewater treatment facilities, and remote pumping facilities (including raw water wells, potable water and reclaimed water pump stations, and sanitary sewer and stormwater lift stations).
- v. All components of the City's utility infrastructure are existing systems, required to be operational during all construction/testing periods. The work and services provided under this contract shall be scheduled and coordinated with the City, at their convenience, to minimize the disruption of system operations.



7. Contractor Qualifications

- i. The Contractor shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the City), place into operation all hardware & software specified within specification form and to install all system software upgrades as required by the City to keep systems updated and running within the manufactures supported versions to include but not limited to VTScada, Control Wave Designer programming software (Emerson PLC software) MODBUS, as well as working knowledge of Altivar VFD's.
- ii. The Contractor shall be a "systems house" regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a "systems house" shall be interpreted to mean an organization that complies with all of the following criteria:
 - a. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.
 - b. Employs personnel on this project who have successfully completed a manufacturer's training course on the configuration and implementation of the specific programmable controllers, computers and software.
 - c. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.
 - d. Has been in the water/wastewater industry or similar industrial process controls performing the type of work specified in this specification section for a minimum of ten (10) years.
- iii. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (8) hour period for emergency services.
- iv. Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the City for any subcontractors.
- v. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.
- vi. The Contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all

times in the event of an emergency. Maximum thirty (30) minute call back time is required.

- vii. The Contractor's personnel working on-site at any City facility must be full- time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.
- viii. The City reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

8. Security and Proprietary Information

- i. The City's proprietary information stored on electronic computing devices whether owned, or leased by the City, an employee or a third party, remains the sole property of the City. Contractor must ensure through legal or technical means that proprietary information is protected in accordance with the DATA PROTECTION STANDARD. Contractor has a responsibility to promptly report the theft, loss or unauthorized disclosure of the City's proprietary information. Contractor may access, use or share the City's proprietary information only to the extent it is authorized and necessary to fulfill assigned job. Remote access to the City's Process Control System(s) shall be minimized to the greatest extent possible to ensure the security of the system. The Contractor should be prepared to perform all but the most urgent repair work on-site.
- ii. The following are strictly prohibited:
 - a. Accessing data, a server or an account for any purpose other than conducting City business.
 - b. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management should be consulted prior to export of any material that is in question.
 - c. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
 - d. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Contractor is not an intended recipient or logging into a server or account that the Contractor is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
 - e. Port scanning or security scanning.

- f. Connecting equipment to or exporting to any removable storage device without prior authorization from the City.
- g. Circumventing user authentication or security of any host, network or account.
- h. Introducing honeypots, honeynets, or similar technology on the City's network.
- i. Divulge remote connection modem phone numbers or other access points to City's computer resources to anyone without proper authorization.
- j. Share account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.
- k. Make unauthorized copies of copyrighted or City-owned software.
- l. Use of non-standard shareware or freeware software without the appropriate City Management approval.
- m. Download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of a City computer resource unless approved.

9. System Continuity

- i. Should the City require on-site services, the Contractor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Contractor result in equipment or system failure, the Contractor shall, within one (1) hour, inform the City authorized representative of the anticipated length of downtime. The Contractor shall make every effort to expedite repairs to minimize the downtime.
- ii. Should the City require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Contractor and authorized City staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the Contractor for further evaluation.

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:

1. The proposal shall include the following:
 - a. Title Page: Title page marked, "**PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION 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 SCADA, Telemetry, PLC's, and other associated pieces of equipment. (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 three (3) 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. 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)
- j. Pricing: Bidders shall provide a comprehensive "RATE SCHEDULE." Bidders are given the option of developing and submitting their own "RATE SCHEDULE" that best reflects their company structure OR bidders may complete the table entitled "RATE SCHEDULE," which includes additional blank spaces for unlisted job titles and rates, provided at the bottom of the table. These blank spaces are intended to allow the bidder to add other titles and rates as they deem necessary in their proposal.

In the "RATE SCHEDULE" table provided in the specifications, "ISA" refers to the International Society of Automation. While the Cost Schedule lists ISA certification, other comparable certifications are permissible. In addition, the term "Straight Time" shall be understood to mean all hours worked during normal weekdays but not exceeding eight (8) hours per day. Similarly, "Overtime" shall be understood to mean all hours worked after eight (8) hours on weekdays AND all hours worked on Holidays and weekends. "EI" refers to an Engineering Intern while "PE" refers to a Professional Engineer licensed in the State of Florida.

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2025 – 42
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	\$80.00
1b	AutoCAD Design Rate (Overtime)	\$104.00
1c	AutoCAD Design Rate (Travel time)	\$75.00
2a	Controls Engineer (EI) Design Rate (Straight Time)	\$105.00
2b	Controls Engineer (EI) Design Rate (Overtime)	\$136.50
2c	Controls Engineer (EI) Design Rate (Travel time)	\$80.00
3a	Controls Engineer (PE) Design Rate (Straight Time)	\$160.00
3b	Controls Engineer (PE) Design Rate (Overtime)	\$195.00
3c	Controls Engineer (PE) Design Rate (Travel time)	\$110.00
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	\$165.00
4b	Controls Engineer (EI) Field Rate (Overtime)	\$200.00
4c	Controls Engineer (EI) Field Rate (Travel time)	\$80.00
5a	Controls Engineer (PE) Field Rate (Straight Time)	\$202.00
5b	Controls Engineer (PE) Field Rate (Overtime)	\$202.00
5c	Controls Engineer (PE) Field Rate (Travel time)	\$110.00
6a	ISA Level III Technician Apprentice (Straight Time)	\$165.00
6b	ISA Level III Technician Apprentice (Overtime)	\$200.00
6c	ISA Level III Technician Apprentice (Travel time)	\$80.00
7a	ISA Level III Certified Technician (Straight Time)	\$185.00
7b	ISA Level III Certified Technician (Overtime)	\$202.00
7c	ISA Level III Certified Technician (Travel time)	\$80.00
	PROJECT MANAGER (8)	
8a	Project Manager Rate (Straight Time)	\$128.00
8b	Project Manager Rate (Overtime)	\$166.40
8c	Project Manager Rate (Travel time)	\$90.00
	Use additional sheets for other titles, as necessary	

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 25, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or

package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

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:

<u>EVALUATION CRITERIA</u>	MAXIMUM POSSIBLE POINTS
Technical Qualifications	10
Cost Schedule	20
Experience	20
Capability	15
Past Performance	20
Location	15

Responsive proposals will be ranked in each of the criteria.

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-energogovweb.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://connectivepermits.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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)

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.

CEC Controls Company, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Mike Sobecki

NAME

Director of Operations

TITLE

09/11/2025

DATE

**City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)**

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: CEC Controls Company, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 14555 Barber Ave, Warren MI 48088

PHONE NO.: (586) 779-0222

FAX NO.: (586) 779-0266

SUBMITTER'S NAME: Mike Sobecki

(Typed or Printed in Ink)

TITLE: Director of Operations

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.

☒ 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.

CEC Controls Company, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Mike Sobecki

SIGNER'S NAME (PRINT OR TYPE)

Director of Operations

TITLE

09/11/2025

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Reference: Conflict Non-Conflict of Interest Statement

In 2022, CEC Controls filed action seeking payment from H&H for services on a federal public works project. The lawsuit is no longer active and closed in October 2024. Location was the Eastern District of Arkansas.

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)
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.

CEC Controls Company, Inc.

Company Name

Authorized Signature

Mike Sobecki

Print Name

Director of Operations

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

1. Affiant is the Director of Operations of CEC Controls Company, Inc.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: September 15th, 2025 Signed: Mike Sobecki

Entity: CEC Controls Company, Inc. Name: Mike Sobecki

Title: Director of Operations

STATE OF: Michigan COUNTY OF: Macomb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of September, 2025.

by: Mike Sobecki and who: ☐ is personally known to me; or

☐ has produced Roxanne Peterson as identification.

Notary Public,

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date

My commission expires: October 28th, 2029

ROXANNE PETERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Oct 28, 2029
ACTING IN COUNTY OF

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 Mike Sobecki. I am over the age of Twenty-one years old. I am the Dir of Operations of CEC Controls Company, Inc., 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: September 11, 2025

Signed: Mike Sobecki
Print Name: Mike Sobecki
Title: Director of Operations

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 11th day of September, 2025 by Mike Sobecki as Dir of Operations on behalf of CEC Controls Co. Inc. who is personally known to me or who has produced Drivers License as identification.

(Notary Seal)

Roxanne Peterson

Notary Public, State of Michigan
Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

ROXANNE PETERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Oct 28, 2028
ACTING IN COUNTY OF

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2025 – 42
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	\$80.00
1b	AutoCAD Design Rate (Overtime)	\$104.00
1c	AutoCAD Design Rate (Travel time)	\$75.00
2a	Controls Engineer (EI) Design Rate (Straight Time)	\$105.00
2b	Controls Engineer (EI) Design Rate (Overtime)	\$136.50
2c	Controls Engineer (EI) Design Rate (Travel time)	\$80.00
3a	Controls Engineer (PE) Design Rate (Straight Time)	\$160.00
3b	Controls Engineer (PE) Design Rate (Overtime)	\$195.00
3c	Controls Engineer (PE) Design Rate (Travel time)	\$110.00
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	\$165.00
4b	Controls Engineer (EI) Field Rate (Overtime)	\$200.00
4c	Controls Engineer (EI) Field Rate (Travel time)	\$80.00
5a	Controls Engineer (PE) Field Rate (Straight Time)	\$202.00
5b	Controls Engineer (PE) Field Rate (Overtime)	\$202.00
5c	Controls Engineer (PE) Field Rate (Travel time)	\$110.00
6a	ISA Level III Technician Apprentice (Straight Time)	\$165.00
6b	ISA Level III Technician Apprentice (Overtime)	\$200.00
6c	ISA Level III Technician Apprentice (Travel time)	\$80.00
7a	ISA Level III Certified Technician (Straight Time)	\$185.00
7b	ISA Level III Certified Technician (Overtime)	\$202.00
7c	ISA Level III Certified Technician (Travel time)	\$80.00
	PROJECT MANAGER (8)	
8a	Project Manager Rate (Straight Time)	\$128.00
8b	Project Manager Rate (Overtime)	\$166.40
8c	Project Manager Rate (Travel time)	\$90.00
	Use additional sheets for other titles, as necessary	

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 **Star Controls, Inc.** ("Contractor"), 11555 Heron Bay Blvd., Suite 200, Coral Springs, FL 33076 and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals dated September 24, 2025 ("RFP #2025-42 "Process Control System, Equipment & Instrumentation Services") attached hereto as Exhibit "A" and the Rate Schedule attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

A. Authorization for Services.

1. Prior to authorization for professional services by Contractor:
 - (a) City and Contractor shall develop a well-defined project description and complete understanding of the scope of services to be provided.
 - (b) Contractor shall provide City with a detailed proposal that provides the total estimated cost for each phase of services based on the prices set forth on Exhibit "B". If the proposal is accepted by City, the City shall issue and execute a written Work Authorization to be signed by Contractor.
 - (c) Based on the nature and cost of the services, City may obtain an independent estimate to evaluate the reasonableness of Contractor's estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of three (3) years. This Agreement 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 provide the equipment and perform the services at the prices set forth on the attached exhibits. 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 Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event, the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.
 - (c) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

Star Controls, Inc.
Tzvi Magril, President
11555 heron Bay Blvd., Suite 200
Coral Springs, FL 33076

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

Print Name: _____

By: _____
JASON LESLIE
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2025.

Witnesses:

STAR CONTROLS, INC.

Print Name: _____

By: _____
Print Name: _____

Title: _____

Print Name: _____

Attest: _____
Print Name: _____

Title: _____



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES

RFP NUMBER: 2025-42

RFP OPENING DATE & TIME: September 25, 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: Tzvi Magril

PROPOSER'S MAILING ADDRESS: 11555 Heron Bay Blvd Suite 200

CITY-STATE-ZIP: Coral Springs, FL 33076

F.E.I.N.: 51-0533287

PHONE NUMBER: 954-604-6656

EMAIL: tmagril@star-controls.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)

Tzvi Magril

NAME (TYPED)

President

TITLE

September 24th, 2025

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/prt>

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.

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide technical services on an "as needed basis" for the Utilities Division of the Public Works Department in the field of programming, maintenance, and calibration services to the City's Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) process control equipment systems in order to maintain normal operation of the City's treatment plants, well sites, storage tanks, and 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 **PROCESS CONTROL SYSTEM, EQUIPMENT, AND INSTRUMENTATION 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. The scope of work under this contract shall include services in the areas of **Preventative Maintenance, Routine Repairs and Advanced Programming** (including SCADA radio telemetry and PLC's), and **Emergency Repairs and Programming**.

A general listing of the facilities to be serviced is provided herewith under this **Section B-Scope of Work**, as detailed in **Current Inventory for the Utilities Division Facilities**, and **Supplemental Information for Utilities Division Facilities**. In general, the services to be provided under the Scope of Work includes, but is not limited to, the following:

1. Preventative Maintenance Service

- i. The successful offeror, also referred to herein as Contractor, shall provide all required programming, maintenance, and calibration services associated with the City's SCADA and PLC Process control equipment systems that is required to maintain normal operation of the treatment plants, well site, storage tanks, and pump stations.
- ii. All work to be scheduled between the normal work hours of 7:00 AM and 4:00 PM, Monday through Friday.
- iii. When performing preventative maintenance, upon conclusion of service, a report outlining work performed and work necessary to complete shall be submitted to the City. It is required that as part of this service, the Contractor shall perform services to correct calibration or typical preventative maintenance problems to the system. If additional problems are determined, a scope of repair work shall be prepared and accepted by City prior to commencement of such repair work.
- iv. When performing preventative on hardware, service visit shall include at a minimum: Cleaning of equipment/instrument per the instructions of the Original Equipment Manufacturer (OEM), cleaning and clearing of instrument supply lines, and instrument calibration verification per manufacturer's recommendations utilizing factory calibrated and properly maintained instruments.
- v. The successful offeror will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer's applicable requirements. The Contractor shall advise the City of all costs required to provide such services and receive authorization by the City prior to commencing services. The City shall have the right to purchase parts direct from the OEM or through the Contractor.
- vi. The successful offeror will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.

vii. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:

1. Labor billing rate for repair service not covered under the unit price agreement supplied by the vendor with the original contract proposal. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
2. Policies, if any, on pricing of replacement parts not covered under the unit price agreement supplied by the vendor with the original contract proposal.

2. Routine Repairs and Advanced Programming Services

- i. On an as-needed basis, the successful offeror shall provide SCADA and PLC programming, diagnostic and trouble-shooting services to the City's water and wastewater facilities process control systems and remote pumping facilities (including wells and lift stations RTU's).
- ii. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. All hourly rates shall include labor, expenses, and travel to the City. These On-Demand services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
 - c. Routine repair work scheduled in advance is defined as: Monday through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, City may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

3. Emergency Repairs and Programming Services

- i. The successful offeror shall provide emergency SCADA and PLC programming, and repair services to the City's water and wastewater facilities process control systems.
- ii. Emergency service is 24-hours per day, 7 days a week. Contractor shall respond, and be at the City's work location, responding to emergency calls with eight (8) hours of the City's request. *Emergency rates shall apply to the first eight (8) hours of service, after which any remaining work will revert to routine, scheduled work rates.*

- iii. All hourly rates shall include labor, expenses, and travel to the City. These emergency services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
- iv. The City shall authorize any repairs that are necessary to return any equipment to operating status.

4. Parts and Materials Used

- i. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the City's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the City any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the City upon request or payment may be withheld.
- ii. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.
- iii. The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.
- iv. The Contractor shall guarantee OEM replacements parts for a period of one (1) year after the repair work is complete.

5. Current Inventory for Utilities Division Facilities

This is an approximate list of the current instrument inventory as of this bid. The addition of new equipment and replacement of current equipment may result in changes to this list. This list should be used by the offeror to establish City needs and appropriate pricing. The scope of work will include all utility sites and facilities, indicated below.

Water Treatment Facility

- 1. Control Room (LPRO): Emerson Controlwave RED with RIO 1-2 (Electrical Room), RIO1-2 (Maintenance Shop) and RIO 1-4 (Lime Softening Building)
- 2. Sand Filter Building: Allen Bradley CompactLogix
- 3. High Service Pump Station: Emerson Controlwave PAC
- 4. Clearwell Transfer Pumps: Allen Bradley SLC 500

Water Supply Wells

- 1. Division 4D: Emerson Micro
- 2. Division 5D: Emerson Micro
- 3. Division 8D: Emerson 3305

4. Division 12D: Emerson Micro
5. Division 15D: Emerson Micro
6. Division 17D: Emerson 3305
7. Rima Ridge 35R: Emerson Micro
8. Rima Ridge 39R: Emerson Micro
9. Rima Ridge 40R: Emerson Micro
10. Rima Ridge 41R: Emerson Micro
11. Rima Ridge 36R: Emerson Express
12. Rima Ridge 37R: Emerson Express
13. Rima Ridge 38R: Emerson Express
14. State Road 40WF18SR: Emerson Micro
15. State Road 40WF19SR: Emerson Micro
16. State Road 40WF21SR: Emerson Micro
17. Hudson 24H: Emerson Micro
18. Hudson 22H: Emerson Express
19. Hudson 23H: Emerson Express

Water Distribution Booster Stations

1. State Park: Emerson Micro
2. Granada: Emerson Micro
3. Riverview: Emerson Micro
4. Nova: Emerson Micro

Water Storage Tanks

1. WTP Elevated Water Storage Tank
2. Standish Ground Storage Tank: Emerson Micro
3. Leeway Elevated Storage Tank: Emerson Micro

Wastewater Treatment Facility

1. Influent Pump Station (PLC-1)
2. Alum/Polymer Bldg. (PLC-2)
3. RAS/WAS Pump Station (PLC-3)
4. Main Electrical Building (PLC-4)

Wastewater Lift Stations

1. LS-1M (Mainland 1): Emerson Micro
2. LS-2M (Mainland 2): Emerson Micro
3. LS-3M (Mainland 3): Emerson Micro
4. LS-4M (Mainland 4M): Emerson Micro
5. LS-4M1 (Mainland 4M1): Emerson Micro
6. LS-5M (Mainland 5M): Emerson Micro
7. LS-6M (Mainland 6M): Emerson Micro
8. LS-7M (Mainland 7M): Emerson Micro
9. LS-7M1 (Mainland 7M1): Emerson Micro
10. LS-8M (Mainland 8M): Emerson Micro
11. LS-8M1 (Mainland 8M1): Emerson Micro
12. LS-8M2 (Mainland 8M2): Emerson Micro
13. LS-8M3 (Mainland 8M3): Emerson Micro
14. LS-9M (Mainland 9M): Emerson Micro
15. LS-10M (Mainland 10M): Emerson Micro

16. LS-11M (Mainland 11M): Emerson Micro
17. LS-12M (Mainland 12M): Emerson Micro
18. LS-13M (Mainland 13M): Emerson Micro
19. LS-1P (Peninsula 1P): Emerson 3305
20. LS-2P (Peninsula 2P): Emerson Micro
21. LS-3P (Peninsula 3P): Emerson Micro
22. LS-4P (Peninsula 4P): Emerson Micro
23. LS-5P (Peninsula 5P): Emerson 3305
24. LS-6P (Peninsula 6P): Emerson Micro
25. LS-7P (Peninsula 7P): Emerson Micro
26. LS-8P (Peninsula 8P): Emerson Micro
27. LS-AB1 (Aberdeen 1): Emerson Micro
28. LS-AB2 (Aberdeen 2): Emerson Micro
29. LS-AB3 (Aberdeen 3): Emerson Micro
30. LS-AB4 (Aberdeen 4): Emerson Micro
31. LS-AB5 (Aberdeen 5): Emerson 3305
32. LS-ABP (Airport Business Park): Emerson Micro
33. LS-AYO (Arroyo Parkway): Emerson 3305
34. LS-BAT (Breakaway Trails): Emerson Micro
35. LS-BC (Bear Creek): Emerson Micro
36. LS-CAM (Camelot): Emerson Micro
37. LS-CG (Castle Gate): Emerson Micro
38. LS-CHEL1 (Chelsea 1): Emerson Micro
39. LS-CHEL2 (Chelsea 2): Emerson Micro
40. LS-CRKSD (Creekside): Emerson Micro
41. LS-CS (Charles City Square): Emerson Micro
42. LS-FQ (Forest Quest): Emerson 3305
43. LS-GBC (Garden Business Center): Emerson 3305
44. LS-HD (Harley Davidson): Emerson Micro
45. LS-HH (Halifax Hospital): Emerson Micro
46. LS-HOMAC (HOMAC): Emerson Micro
47. LS-LO (Laurel Oaks): Emerson Micro
48. LS-MAC (MacDonald's): Emerson Micro
49. LS-OG (Ormond Green): Emerson Micro
50. LS-OL1 (Ormond Lakes 1): Emerson Micro
51. LS-OL2 (Ormond Lakes 2): Emerson Micro
52. LS-OL4 (Ormond Lakes 4): Emerson 3305
53. LS-OM (Ormond Mall): Emerson Micro
54. LS-PT (Pine Trail): Emerson Micro
55. LS-PWS (Pathway Elementary School): Emerson Micro
56. LS-SAN (San Marco): Emerson 3305
57. LS-SC (Shadow Crossings): Emerson Micro
58. LS-SL (Shadow Lakes): Emerson Micro
59. LS-SM (Spring Meadows): Emerson Micro
60. LS-SO (Sandy Oaks): Emerson Micro
61. LS-SP (Southern Pines): Emerson 3305
62. LS-SR (Saddlers Run): Emerson Micro
63. LS-SW (Spanish Waters): Emerson Micro
64. LS-TM (Tomoka Meadows): Emerson Micro
65. LS-CITYE (City Center): Emerson Micro

- 66. LS-VGO (Villagio): Emerson Micro
- 67. LS-WM (Walmart): Emerson Micro
- 68. LS-CRN (Crown): Emerson Micro
- 69. LS-RB (River Bend): Emerson Micro
- 70. LS-CP (City Provs): Emerson Micro
- 71. LS-DC: Emerson 3305
- 72. LS-HR: Emerson Micro
- 73. BSAIR: Emerson Micro
- 74. LS-HW: Emerson Micro
- 75. LS-RO: Emerson Micro
- 76. SWLC: Emerson Micro

Reuse Storage and Pumping Stations

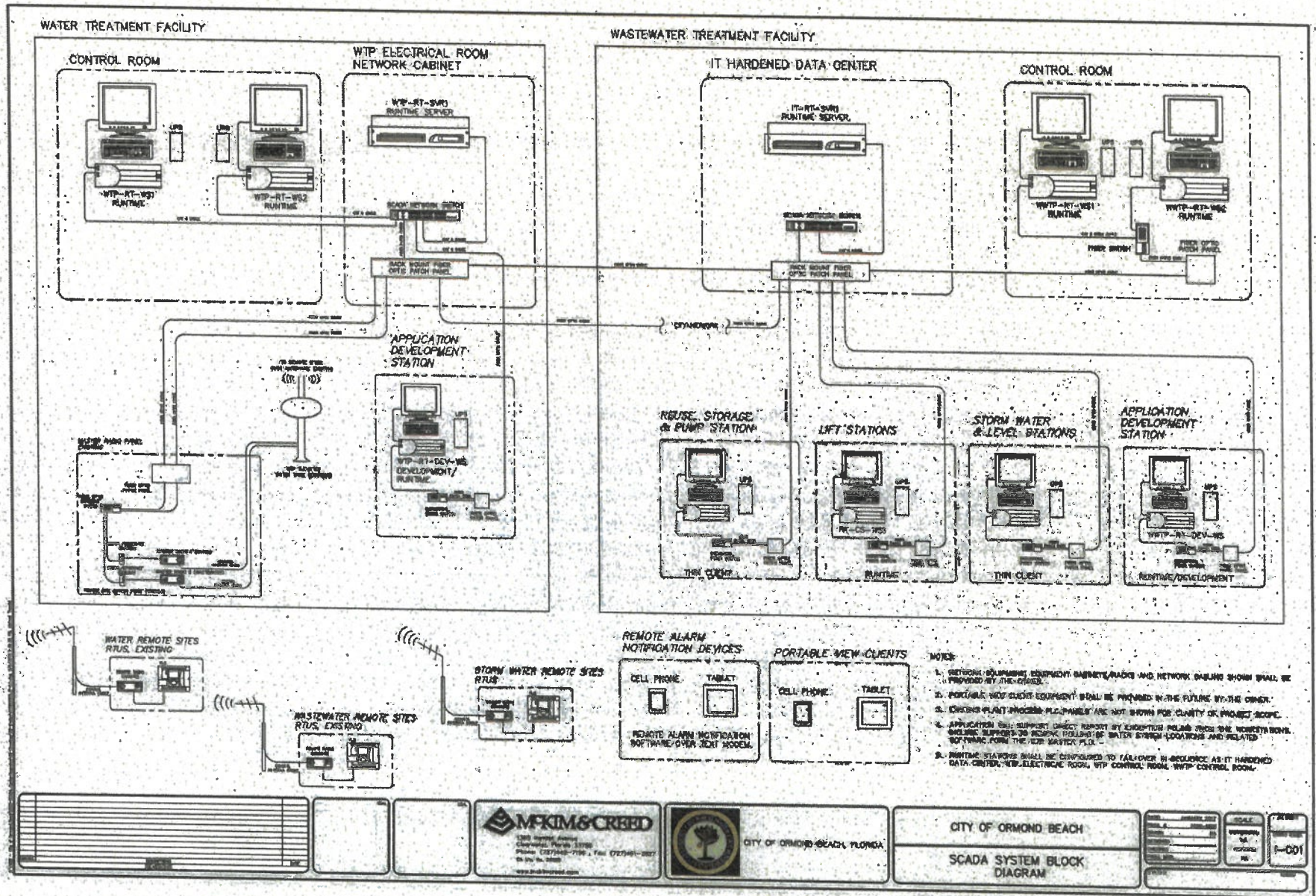
- 1. Orchard St. High Service: Emerson Micro
- 2. Breakaway Trails: Emerson Micro
- 3. Shadow Crossing: Emerson Micro

Storm Water Pumping Stations (Total of 2)

Storm Water Level Stations (Total of 4)

6. Supplemental Information for Utilities Division Facilities

- i. A SCADA System Configuration and Communication diagram has been prepared and included as part of this package. The diagram provides general information on the details of major SCADA system computer components and connectivity.
- ii. The City presently uses VTScada software by Trihedral, Inc. as its SCADA system software platform.
- iii. The City's control hardware platform is existing and will continue in service through the duration of the contract. With limited exceptions, the control system hardware is ControlWave RTUs and PLCs by Emerson Process Management. Other equipment in use includes Allen Bradley CompactLogix, Allen Bradley SLC500 and Siemens S7 PLCs. When modifications are required for the Emerson RTU/PLC software, the vendor will utilize the services of Emerson Process Management to revise software and test the modifications.
- iv. VTScada software is currently used at the City's water and wastewater treatment facilities, and remote pumping facilities (including raw water wells, potable water and reclaimed water pump stations, and sanitary sewer and stormwater lift stations).
- v. All components of the City's utility infrastructure are existing systems, required to be operational during all construction/testing periods. The work and services provided under this contract shall be scheduled and coordinated with the City, at their convenience, to minimize the disruption of system operations.



7. Contractor Qualifications

- i. The Contractor shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the City), place into operation all hardware & software specified within specification form and to install all system software upgrades as required by the City to keep systems updated and running within the manufactures supported versions to include but not limited to VTScada, Control Wave Designer programming software (Emerson PLC software) MODBUS, as well as working knowledge of Altivar VFD's.
- ii. The Contractor shall be a "systems house" regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a "systems house" shall be interpreted to mean an organization that complies with all of the following criteria:
 - a. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.
 - b. Employs personnel on this project who have successfully completed a manufacturer's training course on the configuration and implementation of the specific programmable controllers, computers and software.
 - c. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.
 - d. Has been in the water/wastewater industry or similar industrial process controls performing the type of work specified in this specification section for a minimum of ten (10) years.
- iii. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (8) hour period for emergency services.
- iv. Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the City for any subcontractors.
- v. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.
- vi. The Contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all

times in the event of an emergency. Maximum thirty (30) minute call back time is required.

- vii. The Contractor's personnel working on-site at any City facility must be full-time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.
- viii. The City reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

8. Security and Proprietary Information

- i. The City's proprietary information stored on electronic computing devices whether owned, or leased by the City, an employee or a third party, remains the sole property of the City. Contractor must ensure through legal or technical means that proprietary information is protected in accordance with the DATA PROTECTION STANDARD. Contractor has a responsibility to promptly report the theft, loss or unauthorized disclosure of the City's proprietary information. Contractor may access, use or share the City's proprietary information only to the extent it is authorized and necessary to fulfill assigned job. Remote access to the City's Process Control System(s) shall be minimized to the greatest extent possible to ensure the security of the system. The Contractor should be prepared to perform all but the most urgent repair work on-site.
- ii. The following are strictly prohibited:
 - a. Accessing data, a server or an account for any purpose other than conducting City business.
 - b. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management should be consulted prior to export of any material that is in question.
 - c. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
 - d. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Contractor is not an intended recipient or logging into a server or account that the Contractor is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
 - e. Port scanning or security scanning.

- f. Connecting equipment to or exporting to any removable storage device without prior authorization from the City.
- g. Circumventing user authentication or security of any host, network or account.
- h. Introducing honeypots, honeynets, or similar technology on the City's network.
- i. Divulge remote connection modem phone numbers or other access points to City's computer resources to anyone without proper authorization.
- j. Share account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.
- k. Make unauthorized copies of copyrighted or City-owned software.
- l. Use of non-standard shareware or freeware software without the appropriate City Management approval.
- m. Download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of a City computer resource unless approved.

9. System Continuity

- i. Should the City require on-site services, the Contractor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Contractor result in equipment or system failure, the Contractor shall, within one (1) hour, inform the City authorized representative of the anticipated length of downtime. The Contractor shall make every effort to expedite repairs to minimize the downtime.
- ii. Should the City require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Contractor and authorized City staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the Contractor for further evaluation.

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:

1. The proposal shall include the following:
 - a. Title Page: Title page marked, "PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION 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 SCADA, Telemetry, PLC's, and other associated pieces of equipment. (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 three (3) 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. 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)
- j. Pricing: Bidders shall provide a comprehensive "RATE SCHEDULE." Bidders are given the option of developing and submitting their own "RATE SCHEDULE" that best reflects their company structure OR bidders may complete the table entitled "RATE SCHEDULE," which includes additional blank spaces for unlisted job titles and rates, provided at the bottom of the table. These blank spaces are intended to allow the bidder to add other titles and rates as they deem necessary in their proposal.

In the "RATE SCHEDULE" table provided in the specifications, "ISA" refers to the International Society of Automation. While the Cost Schedule lists ISA certification, other comparable certifications are permissible. In addition, the term "Straight Time" shall be understood to mean all hours worked during normal weekdays but not exceeding eight (8) hours per day. Similarly, "Overtime" shall be understood to mean all hours worked after eight (8) hours on weekdays AND all hours worked on Holidays and weekends. "EI" refers to an Engineering Intern while "PE" refers to a Professional Engineer licensed in the State of Florida.

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2025 – 42
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	\$150
1b	AutoCAD Design Rate (Overtime)	\$180
1c	AutoCAD Design Rate (Travel time)	\$75/Day
2a	Controls Engineer (EI) Design Rate (Straight Time)	\$175
2b	Controls Engineer (EI) Design Rate (Overtime)	\$200
2c	Controls Engineer (EI) Design Rate (Travel time)	\$75/Day
3a	Controls Engineer (PE) Design Rate (Straight Time)	\$175
3b	Controls Engineer (PE) Design Rate (Overtime)	\$200
3c	Controls Engineer (PE) Design Rate (Travel time)	\$75/Day
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	\$200
4b	Controls Engineer (EI) Field Rate (Overtime)	\$240
4c	Controls Engineer (EI) Field Rate (Travel time)	\$150/Day
5a	Controls Engineer (PE) Field Rate (Straight Time)	\$200
5b	Controls Engineer (PE) Field Rate (Overtime)	\$240
5c	Controls Engineer (PE) Field Rate (Travel time)	\$150/Day
6a	ISA Level III Technician Apprentice (Straight Time)	\$150
6b	ISA Level III Technician Apprentice (Overtime)	\$180
6c	ISA Level III Technician Apprentice (Travel time)	\$150/Day
7a	ISA Level III Certified Technician (Straight Time)	\$175
7b	ISA Level III Certified Technician (Overtime)	\$200
7c	ISA Level III Certified Technician (Travel time)	\$150/Day
	PROJECT MANAGER (8)	\$150
8a	Project Manager Rate (Straight Time)	\$180
8b	Project Manager Rate (Overtime)	\$75/Day
8c	Project Manager Rate (Travel time)	
	SCADA Programmer	
9a	SCADA Developer for PLC/RTU/Control Center (Straight Time)	\$200
9b	SCADA Developer for PLC/RTU/Control Center (Overtime)	\$240
9c	SCADA Developer for PLC/RTU/Control Center (Travel Time)	\$150/Day
	Use additional sheets for other titles, as necessary	

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 25, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or

package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

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	10
Cost Schedule	20
Experience	20
Capability	15
Past Performance	20
Location	15

Responsive proposals will be ranked in each of the criteria.

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-energygovweb.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 \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits

of coverage shall be at least and not limited to the value of the project.

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

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

D. Requirements for Certificates of Insurance

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

premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)

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.

Star Controls
COMPANY NAME

AUTHORIZED SIGNATURE
Tzvi Magril
NAME
Tzvi Magril - President
TITLE
September 24th, 2025
DATE

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)

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
September 16th, 2025

Addendum Number
No. 1

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Star Controls

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 11555 Heron Bay Blvd Suite 200 Coral Springs, FL 33076

PHONE NO.: 954-604-6656

FAX NO.: 954-603-0492

SUBMITTER'S NAME: Tzvi Magril

(Typed or Printed in Ink)

TITLE: 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.

☒ 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.

Star Controls

COMPANY NAME

AUTHORIZED SIGNATURE

Tzvi Magril

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE

September 24th, 2025

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)
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.

Star Controls

Company Name

Authorized Signature

Tzvi Magril

Print Name

President

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

1. Affiant is the President of Star Controls
(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: September 24th, 2025 Signed: [Signature]

Entity: Star Controls Name: Tzvi Magril

Title: President

STATE OF: Florida COUNTY OF: Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of September, 2025

by TZVI MAGRIL and who: ☒ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

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

My commission expires: [Signature]



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 Tzvi Magril. I am over the age of Twenty-one years old. I am the President of Star Controls, 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: September 24th, 2025

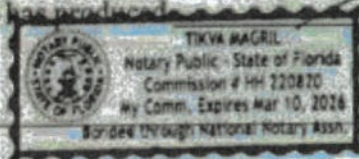
Signed: 

Print Name: Tzvi Magril

Title: President

SUBSCRIBED AND SWORN before me by means of ☒ physical presence or ☐ online notarization on the 24th day of September, 2025 by TZVI MAGRIL as PRESIDENT on behalf of STAR CONTROLS who is personally known to me or who has produced _____ as identification.

(Notary Seal)




Notary Public, State of Florida

Printed name, commission and expiration of commission term

This document must be completed and returned with your Submittal

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2025 – 42
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	\$150
1b	AutoCAD Design Rate (Overtime)	\$180
1c	AutoCAD Design Rate (Travel time)	\$75/Day
2a	Controls Engineer (EI) Design Rate (Straight Time)	\$175
2b	Controls Engineer (EI) Design Rate (Overtime)	\$200
2c	Controls Engineer (EI) Design Rate (Travel time)	\$75/Day
3a	Controls Engineer (PE) Design Rate (Straight Time)	\$175
3b	Controls Engineer (PE) Design Rate (Overtime)	\$200
3c	Controls Engineer (PE) Design Rate (Travel time)	\$75/Day
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	\$200
4b	Controls Engineer (EI) Field Rate (Overtime)	\$240
4c	Controls Engineer (EI) Field Rate (Travel time)	\$150/Day
5a	Controls Engineer (PE) Field Rate (Straight Time)	\$200
5b	Controls Engineer (PE) Field Rate (Overtime)	\$240
5c	Controls Engineer (PE) Field Rate (Travel time)	\$150/Day
6a	ISA Level III Technician Apprentice (Straight Time)	\$150
6b	ISA Level III Technician Apprentice (Overtime)	\$180
6c	ISA Level III Technician Apprentice (Travel time)	\$150/Day
7a	ISA Level III Certified Technician (Straight Time)	\$175
7b	ISA Level III Certified Technician (Overtime)	\$200
7c	ISA Level III Certified Technician (Travel time)	\$150/Day
	PROJECT MANAGER (8)	\$150
8a	Project Manager Rate (Straight Time)	\$180
8b	Project Manager Rate (Overtime)	\$75/Day
8c	Project Manager Rate (Travel time)	
	SCADA Programmer	
9a	SCADA Developer for PLC/RTU/Control Center (Straight Time)	\$200
9b	SCADA Developer for PLC/RTU/Control Center (Overtime)	\$240
9c	SCADA Developer for PLC/RTU/Control Center (Travel Time)	\$150/Day
	Use additional sheets for other titles, as necessary	

PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES

RFP 2025-42

CEC Controls Company, Inc.

Nathan Grafton

5810 Breckenridge Parkway, Suite B

Tampa, FL 33610

(812) 449-1502

9/25/2025

Table of Contents

– Table of Contents

– Page 9 - Attachments

- Page 10 - Rate Schedule
- Page 12 - Proposer Acknowledgement Form
- Page 14 - Verification of Employment Status using E-Verify System
- Page 16 - RFP Response Form
- Page 19 - Conflict, Non-Conflict of Interest Statement Litigation Statement
- Page 22 - Drug-Free Workplace Certification
- Page 24 - Affidavit of Compliance with Section 287.138, Florida Statutes
- Page 26 - Human Trafficking Affidavit

Page 28 - Additional Attachments

- Page 29 - Preventative Maintenance Service Proposal
- Page 34 - Transmittal Letter
- Page 36 - Certificate of Insurance
- Page 39 - Copy of City Business Tax Receipt Response

IV. PROPOSAL PROCESS

c. Standard General Requirements:

Proposer's name: CEC Controls Company, Inc.

Principal address: 14555 Barber Avenue Warren, MI 48093

Contact person's name and title: Nathan Grafton – FL Branch Manager

Telephone and fax number: Telephone: (812) 449-1502 Fax: (586) 779-0266

FEIN: 38-1846671

Number of years organization has been in business: 59 Years

Number of years your firm has been in business under your present business name:

59 Years

Number of years your firm has been in business in work specific to this RFP: 59 Years

Names and titles of all officers, partners or individuals doing business under trade name:

James Stanley – President

Rick Burnell – Finance & Administrative Lead

Dean Fransen – Engineering Manager

Mike Sobecki – Director of Operations

Statement of whether your firm has ever failed to complete work awarded to you:

CEC has never failed to complete work awarded to the company.

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:

In 2022, CEC Controls filed action seeking payment from H&H for services on a federal public works project. The lawsuit is no longer active and closed in October 2024. Location was the Eastern District of Arkansas.

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:

CEC has no criminal proceedings or hearing concerning business related offenses to address.

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:

CEC has not had anyone 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.

Please find CECs Transmittal Letter within the Attachments section of this document.

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 SCADA, Telemetry, PLC's, and other associated pieces of equipment. (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)

CEC Controls was incorporated in 1966 and is home to 240+ automation professionals across North America. Our dedicated water team was formed +15 years ago and is accustomed to providing on-site support for both on-call service contracts for municipalities where we help troubleshoot daily issues related to SCADA hardware/software as well as technician support to assist operations in minimized downtime.

CEC Controls has successfully performed numerous projects where we supplied the specifications, design, build, program, startup/commissioning, and standby. These projects have included PLC programming, SCADA Programming, OT Network design and implementation, Server rack build & implementation, Control Panel assembly, Fiber Optic Cable termination & testing, and Instrumentation among other aspects. CEC maintains the personnel in-house to provide ability in all these areas of expertise as well as maintaining an UL and CSIA certified panel shop.

Our experience with the City of Ormond Beach's facilities dates to 2010 when we were the I&C integrator for the WRF upgrades. From that time until today we have been a part of the Water and Wastewater team supporting and upgrading the City's facilities. CEC has been involved in projects and routine support of the City's freshwater wellfields, the Water Treatment Plant, the potable water storage tanks, the wastewater lift stations, and the Water Reclamation Facility, as well as the SCADA system and Instrumentation supporting it all.

As a VTScada Certified Advance Integrator, CEC Controls personnel are well trained to support & maintain the existing VTScada SCADA application as well as assisting in any client-driven improvements as needed.

CEC Controls also offers a Preventative Maintenance Program (PMP) for the Municipal Water Supervisory Control and Data Acquisition (SCADA) System. The goal is to reduce system downtime, enhance reliability, optimize performance, and extend the service life of all SCADA and OT hardware and software assets used in water treatment, distribution, and storage operations.

Objectives of the Program

- Maintain continuous operational integrity of the SCADA system
- Proactively identify and correct potential points of failure
- Ensure software, firmware, and security patches are up to date
- Provide documentation and reporting for compliance and auditing
- Minimize emergency repairs and reduce total cost of ownership

Typical Scopes of Work

SCADA System Components

- Human-Machine Interfaces (HMIs)
- Programmable Logic Controllers (PLCs)
- Remote Terminal Units (RTUs)
- Communication networks (fiber optic, radio, cellular, Ethernet)
- Historian servers and data logging systems
- SCADA software and databases
- UPS and power supply systems
- Cybersecurity hardware and software layers

Water Infrastructure

- Water treatment plants
- Waste water plants
- Pumping stations
- Reservoir and tank monitoring systems
- Remote Data Telemetry

Key Activities

Hardware Assessment and Maintenance

- Identify current OT hardware and running firmware versions
- Clean and inspect field cabinets and control panels
- Replace or recalibrate failed I/O modules or sensors
- Test backup power systems (UPS/Generator)

Software Maintenance

- Identify current SCADA and OS versions
- Apply SCADA and OS patches and upgrades in a controlled environment

- Update OT device firmware based on EOL and known CISA exploits
- Test and verify data backup systems and failovers
- Network and Communications
- Verify comms between OT devices and SCADA
- Verify SCADA firewall rules and OT device configurations
- Recommend replacements for EOL networking hardware
- Provide OT network map of existing components

Documentation

- Maintain logs of all maintenance actions
- Update SCADA diagrams and configuration documentation
- Maintain software revision control (versioning)

Reporting and Compliance

- Annual survey reports summarizing status of each system and recommended corrective actions
- Detailed report of each maintenance action taken
- Monthly report of known CISA vulnerabilities of existing hardware
- Logs maintained in compliance with EPA and local water utility regulations

CEC Controls is pleased to work with our clients to customize appropriate plans for each facility. Furthermore, CEC and its partners can offer customized cyber security options as an additional service should these be desired.

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)

Below is a matrix showcasing desired information around our Key team members. Members of our FL team will be primarily responsible for working with Ormond Beach, and all are within a reasonable distance to assist. All team members listed in the following chart are located in our Florida office, with the exception of John DeTone. John is located in our Michigan Headquarters.

Name	Role	Year's Experience	PLC Experience	PLC Programming	SCADA Experience	VTScada	Wonderware	Telemetry (Radio Communication)	Interfacing VFDs	Panel Design	WWTP Control Systems	Plant Instrumentation Design
Nathan Grafton	Controls Engineer / Software Engineer	13+	x	x	x	x		x	x	x	x	
Emily Harrod	Project Manager	8+										
Narcisco Santiago	Discrete Automation Tech Prof III	37+	x	x	x	x				x	x	x
Jeffrey Stadnik	Automation Support	30+	x	x	x	x	x	x	x	x	x	x
Dan Herston	Automation Support	30+	x	x	x	x		x	x	x	x	x
Han Dang	Automation Support	15+	x	x	x	x	x			x	x	
Colin Cressman	Electrical Controls Engineer 2	6+	x	x	x	x			x	x	x	
Corey Williams	Controls Engineer I	1+	x	x	x	x				x		
Mark Bilbrey	Project Manager / Process SME	30+	x	x	x	x	x	x	x	x	x	x
John DeTone	Automation Support	25+	x	x	x	x	x	x	x	x	x	x

g. References:

Using the "List of References" sheet supplied herewith, provide list of three (3) 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

CEC Controls has provided the below projects and references to showcase our team's local capability, The factory projects and referenced noted are only a sampling of our team's works over the last 15 years in water. More examples can be provided upon request.

#1.

Project Reference – Arcadia Water Treatment Plant Improvements	
Project Name/Location:	Name: Arcadia Water Treatment Plant Improvements Location: Arcadia, FL
Client Representative's Contact Information	Name: AJ Berndt
	Company: City of Arcadia
	Telephone Number w/ Area Code: 863-558-2091
	Email Address: aberndt@arcadia-fl.gov
Value of Work Actually Performed by CEC Controls (a SCIO business):	Total Project Cost: \$8,000,000.00 Work performed by CEC Controls totalled: \$600,000.00
Contract Date and Finish Date (Actual or Proposed):	Contract Date: 2012
	Finish Date: Initial Project 2012, annual service agreement Ongoing
Project Status:	Initial project complete, currently carry annual service contract for T&M support.
Type of Work Performed or Contracted to be Performed:	CEC Controls originally provided SCADA Controls including programming and implementation as well as instrumentation design for the 3 MGD lo Exchange WTP including Remote Ground Storage Controls and RTU's at remote wells, (2012-2014). Work including commissioning and startup support. CEC Controls is currently providing design & programming support for SCADA/PLC systems as well as instrumentation around levels, flows, pressure, and analytics as part of an annual contract agreement. Control Technologies Utilized: PLC Platform – Rockwell CompactLogix SCADA Application – Rockwell FactoryTalk SE

#2.

Project Reference – Donax WWRF Modifications	
Project Name/Location:	Name: Donax WWRF Modifications Location: Sanibel, FL
Client Representative's Contact Information	Name: Jason Goodrich
	Company: City of Sanibel – Donax WRF
	Telephone Number w/ Area Code: 239-223-7340
	Email Address: jason.goodrich@mysanibel.com
Value of Work Actually Performed by CEC Controls (a SCIO business):	Contract Amount: \$20,000,000.00 Our Subcontract Amount: \$616,706.00
Contract Date and Finish Date (Actual or Proposed):	Contract Date: 5/1/2019
	Finish Date: Ongoing Service Contract
Project Status:	100% Complete

Type of Work Performed or Contracted to be Performed:	The goal of this project is to reduce nutrient loading to surface and groundwater from the City's municipal reuse water provided by the Donax Wastewater Reclamation Facility (WRF). Upgrades to the plant would convert the plant to advanced wastewater treatment standards, adding a membrane bioreactor system, and reduce nutrient (nitrogen and phosphorus) concentrations in irrigation water provided to golf courses, multi-family, and residential properties in Sanibel County by more than 50%. This project will greatly improve Sanibel's water quality and protect the coastal waters of Lee County. CEC Controls is currently providing design and programming support for SCADA/PLC systems as well as instrumentation around levels, flows, pressure and analytics (Ammonium, DO & Nitrate sensing) <u>Control Technologies Utilized:</u> PLC Platform – Rockwell ControlLogix HMI Application – Rockwell FactoryTalk SCADA Application – Wonderware/VTSCADA Instrumentation – Level, Flow, Pressure, and Analytics (Ammonium, DO, & Nitrate Sensing)
---	---

#3.

Project Reference – City of Palm Bay SCADA Support, Maintenance, Upgrade and Repair Services	
Project Name/Location:	Name: SCADA Support, Maintenance, Upgrade and Repair Services Location: Palm Bay, FL
Client Representative's Contact Information	Name: Tim Roberts
	Company: City of Palm Bay Utilities
	Telephone Number w/ Area Code: (321) 626-1172
	Email Address: tim.roberts@palmbayfl.gov
Value of Work Actually Performed by CEC Controls (a SCIO business):	Ongoing Services Contract: \$200,000 +
Contract Date and Finish Date (Actual or Proposed):	Contract Date: 3/6/2023
	Finish Date: TBD
Project Status:	Ongoing
Type of Work Performed or Contracted to be Performed:	As needed PLC, SCADA, and Instrumentation Support and Upgrades <u>Control Technologies Utilized:</u> PLC Platform – Schneider Modicon M340, M580 SCADA Application – iFix

h. Responsiveness:

Describe your approach to timely completion of work and provide general turnaround times.

CEC Controls is a vendor independent solutions provider and is not tied to any one hardware/software vendor or technology. Hence, our teams' goal is to always provide the most cost-effective solution that meets our customer's needs while also looking ahead towards ease of maintenance and supportability.

Our team has an established system for tracking progress of projects as well as helping to ensure our projects stay on task, on time and on budget. Our project management is effective at communication with our clients to keep projects aligned with agreed upon budget and schedule, though there are certainly times where supply chain will upset these conditions. Hence, our PMs are active in their communication with our clients to ensure that condition for said supply chain issues are known and to present alternatives in the event that a product may not be available or something similar.

i. 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)

Nathan Grafton, CECs FL Branch Manager, will be the main contact and lead for this opportunity.

Location: 5810 Breckenridge Pkwy – Suite B, Tampa, FL 33610

j. Pricing:

Bidders shall provide a comprehensive "RATE SCHEDULE." Bidders are given the option of developing and submitting their own "RATE SCHEDULE" that best reflects their company structure OR bidders may complete the table entitled "RATE SCHEDULE," which includes additional blank spaces for unlisted job titles and rates, provided at the bottom of the table. These blank spaces are intended to allow the bidder to add other titles and rates as they deem necessary in their proposal.

In the "RATE SCHEDULE" table provided in the specifications, "ISA" refers to the International Society of Automation. While the Cost Schedule lists ISA certification, other comparable certifications are permissible. In addition, the term "Straight Time" shall be understood to mean all hours worked during normal weekdays but not exceeding eight (8) hours per day. Similarly, "Overtime" shall be understood to mean all hours worked after eight (8) hours on weekdays AND all hours worked on Holidays and weekends. "EI" refers to an Engineering Intern while "PE" refers to a Professional Engineer licensed in the State of Florida.

CEC has provided a compelted Rate Schedule within the Attachments section of this package.

Attachments

- Rate Schedule
- Proposer Acknowledgement Form
- Verification of Employment Status using E-Verify System
- RFP Response Form
- Conflict, Non-Conflict of Interest Statement Litigation Statement
- Drug-Free Workplace Certification
- Affidavit of Compliance with Section 287.138. Florida Statutes
- Human Trafficking Affidavit

Additional Attachments

- Preventative Maintenance Service Proposal
- Transmittal Letter
- Certificate of Insurance
- Copy of City Business Tax Receipt Response

Rate Schedule

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2025 – 42
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	\$80.00
1b	AutoCAD Design Rate (Overtime)	\$104.00
1c	AutoCAD Design Rate (Travel time)	\$75.00
2a	Controls Engineer (EI) Design Rate (Straight Time)	\$105.00
2b	Controls Engineer (EI) Design Rate (Overtime)	\$136.50
2c	Controls Engineer (EI) Design Rate (Travel time)	\$80.00
3a	Controls Engineer (PE) Design Rate (Straight Time)	\$160.00
3b	Controls Engineer (PE) Design Rate (Overtime)	\$195.00
3c	Controls Engineer (PE) Design Rate (Travel time)	\$110.00
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	\$165.00
4b	Controls Engineer (EI) Field Rate (Overtime)	\$200.00
4c	Controls Engineer (EI) Field Rate (Travel time)	\$80.00
5a	Controls Engineer (PE) Field Rate (Straight Time)	\$202.00
5b	Controls Engineer (PE) Field Rate (Overtime)	\$202.00
5c	Controls Engineer (PE) Field Rate (Travel time)	\$110.00
6a	ISA Level III Technician Apprentice (Straight Time)	\$165.00
6b	ISA Level III Technician Apprentice (Overtime)	\$200.00
6c	ISA Level III Technician Apprentice (Travel time)	\$80.00
7a	ISA Level III Certified Technician (Straight Time)	\$185.00
7b	ISA Level III Certified Technician (Overtime)	\$202.00
7c	ISA Level III Certified Technician (Travel time)	\$80.00
	PROJECT MANAGER (8)	
8a	Project Manager Rate (Straight Time)	\$128.00
8b	Project Manager Rate (Overtime)	\$166.40
8c	Project Manager Rate (Travel time)	\$90.00
	Use additional sheets for other titles, as necessary	

Proposer Acknowledgement 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: PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES

RFP NUMBER: **2025-42**

RFP OPENING DATE & TIME: **September 25, 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: CEC Controls Company, Inc.

PROPOSER'S MAILING ADDRESS: 14555 Barber Avenue

CITY-STATE-ZIP: Warren, MI 48093

F.E.I.N.: 38-1846671

PHONE NUMBER: (586) 779-0222

EMAIL: msobecki@ceccontrols.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 Mike Sobecki
AUTHORIZED SIGNATURE (MANUAL)

Mike Sobecki
NAME (TYPED)

Director of Operations
TITLE

09/11/2025
DATED

Verification of Employment Status using E-Verify System

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)

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.

CEC Controls Company, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Mike Sobecki

NAME

Director of Operations

TITLE

09/11/2025

DATE

RFP Response Form

**City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)**

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: CEC Controls Company, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 14555 Barber Ave, Warren MI 48088

PHONE NO.: (586) 779-0222

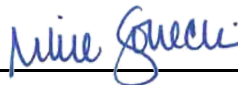
FAX NO.: (586) 779-0266

SUBMITTER'S NAME: Mike Sobecki

(Typed or Printed in Ink)

TITLE: Director of Operations

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.

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.

☒ 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.

CEC Controls Company, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Mike Sobecki

SIGNER'S NAME (PRINT OR TYPE)

Director of Operations

TITLE

09/11/2025

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Reference: Conflict Non-Conflict of Interest Statement

In 2022, CEC Controls filed action seeking payment from H&H for services on a federal public works project. The lawsuit is no longer active and closed in October 2024. Location was the Eastern District of Arkansas.

Drug-Free Workplace Certification

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)
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.

CEC Controls Company, Inc.

Company Name

Authorized Signature

Mike Sobecki

Print Name

Director of Operations

Title

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 Operations of CEC Controls Company, Inc.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: September 15th, 20 25 Signed: Mike Sobeci

Entity: CEC Controls Company, Inc. Name: Mike Sobeci

Title: Director of Operations

STATE OF: Michigan COUNTY OF: Macomb

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of September, 20 25, by Mike Sobeci and who: ☐ is personally known to me; or ☐ has produced _____ as identification.

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

(seal)

My commission expires: October 28th, 2029

ROXANNE PETERSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Oct 28, 2029
ACTING IN COUNTY OF

This document must be completed and returned with your Submittal

Human Trafficking Affidavit

Additional Attachments

- Preventative Maintenance Service Proposal
- Transmittal Letter
- Certificate of Insurance
- Copy of City Business Tax Receipt Response

Preventative Maintenance Service Proposal

Preventive Maintenance Proposal

PLC, RTU, and SCADA Systems – Water & Wastewater Facilities

1. Executive Summary

This proposal details CEC Controls preventive maintenance (PM) program focused on **Programmable Logic Controllers (PLCs)**, **Remote Terminal Units (RTUs)**, and **Supervisory Control and Data Acquisition (SCADA)** systems across the City's water and wastewater infrastructure. Reliable automation and communications are essential for continuous operation, regulatory compliance, and asset protection. This program will help minimize downtime, reduce emergency repairs, and ensure accurate and secure process monitoring.

2. Objectives

- **Maximize Reliability:** Maintain PLC, RTU, and SCADA availability to prevent process disruptions.
- **Ensure Compliance:** Provide accurate, verifiable operational data for EPA/state reporting.
- **Reduce Risk:** Prevent overflow, contamination, or supply interruption due to automation failure.
- **Standardize Systems:** Maintain software backups as well as enabling a focus on cybersecurity needs.
- **Support Operators:** Ensure alarms, trending, and control functions are accurate and accessible.

3. Scope of Services

A. Water Treatment Plant

- PLCs controlling chemical feed, filtration, and pumping systems.
- SCADA servers, HMIs, historian, and remote access systems.
- Communication hardware (switches, radios, fiber).
- Instrumentation links (flow, turbidity, chlorine, pressure).

B. Water Reclamation Facility (Wastewater)

- PLCs for aeration basins, blowers, clarifiers, digesters, disinfection, etc.
- RTUs for remote pumping stations.
- SCADA integration for compliance reporting and alarms.
- Process analyzer communications (DO, pH, ORP, nutrient sensors).

C. Well Sites

- RTUs for pump control, flow metering, and motor protection.
- Telemetry radios/cellular devices for SCADA communication.
- Alarms for low well level, pump trip, intrusion detection, etc.

D. Storage Tanks

- RTUs/PLCs for level and pressure monitoring.
- SCADA alarms for high/low levels and intrusion.
- Communication systems (radios, fiber, cellular).
- Backup power for remote telemetry systems (UPS, Generator).

E. Pumping Stations

- PLCs for pump sequencing, VFD control, and wet well monitoring.
- RTUs for remote telemetry and SCADA connectivity.
- Alarm management for high level, pump fail, or power outage.
- Backup power for remote telemetry systems (UPS, Generator).

4. Preventive Maintenance Activities

PLCs & RTUs

- Verify I/O operation and alarm setpoints.
- Backup programs and maintain version control.
- Inspect wiring, terminations, and cabinet condition.
- Check grounding, surge protection, and environmental enclosures.

SCADA Systems

- Test HMI displays, verify alarm annunciation, and historian logging.
- Verify trending, reporting, and database related functions.
- Backup server configurations.
- Inspect network infrastructure (switches, firewalls, radios, cellular modems).

Networking & Communications

- Inspect and clean radios, antennas, and fiber terminations.
- Verify communications and network latency.
- Test UPS systems for runtime and alarm communication.
- Review logs for communication failures or alarms.

5. Frequency of Tasks

- **Quarterly:** Scheduled 2-day duration onsite visit. PLC/RTU program backups, UPS tests, calibration/verification of critical I/O, comms checks.
- **Semi-Annual:** Scheduled 4-day duration onsite visit. SCADA database backups, historian trend verification, network security review.
- **Annually:** Scheduled 4-day duration onsite visit. Overall system validation and SCADA health check. Application of firmware/software updates (if directed by City SCADA Supervisor)

NOTE: Quarterly, Semi-Annual, and Annual onsite visits will not overlap with each other. The Preventative Maintenance Service Schedule will result in six (6) site visits in total per year.

6. Methodology

1. **Communications:** Maintain ongoing communication with SCADA supervisor and plant operators.
 2. **Baseline Testing:** Establish reference performance and alarm response times.
 3. **Documentation:** Maintain calibration logs, program backups, network diagrams.
 4. **Reporting:** Deliver monthly, quarterly, semi-annual, and annual reports with findings and recommendations.
-

7. Exclusions/Clarifications

- Routine instrument calibrations have been excluded from the Preventative Maintenance Proposal due to existing ongoing service contracts with some of the instrumentation OEM providers that can result in overlap of services.

Any instrument calibrations needed can be performed in an as-needed basis under the rate fee schedule provided below.

- Acceptance of Preventative Maintenance Service Proposal is not required for CEC Controls to provide as-needed Process Control System, Equipment and Instrumentation Services.

Total Preventative Maintenance Service Yearly Cost	\$19,080.00
--	-------------

Transmittal Letter

23 September 2025

Attention: City of Ormond Beach

Reference: PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES

Reference Number: 2025-0575

Greetings,

CEC Controls is pleased to submit this proposal to the City of Ormond Beach for the Process Control System, Equipment, & Instrumentation Services project located in Ormond Beach, FL.

Commitment to Safety – First and foremost, everything we do reflects our passion for safety. CEC is committed to the value of “doing the right thing – we always put safety first” by maintaining a strong, motivated, and sustainable safety culture across all our operations and by ensuring safety is incorporated into all our designs.

Experienced Team – CEC Controls was incorporated in 1966 and is home to 240+ automation professionals across North America. Our dedicated water team was formed +15 years ago and is accustomed to providing on-site support for both on-call service contracts for municipalities where we help troubleshoot daily issues related to SCADA hardware/software as well as technician support to assist operations in minimized downtime.

Project Delivery Excellence – CEC excels at the delivery of challenging projects such as this and have successfully executed dozens of automation projects in a brownfield atmosphere; we are particularly skilled in the challenges of tying new units into aging, existing operating facilities. We have also successfully delivered many projects that were completely new from the ground up, partnering with general contractors as a team to provide a system that often exceed the client’s immediate requirements while keeping future expansion possibilities and needs in mind.

Thank you again for considering CEC Controls for your project needs; we appreciate the opportunity to continue to build our valued relationship with the City of Ormond Beach.

Sincerely,



Mike Sobecki
Director of Operations
msobecki@ceccontrols.com



Jerry Cooksey
Business Development Manager
jcooksey@ceccontrols.com



Mark Bilbrey
Process Estimating Manager
mbilbrey@ceccontrols.com

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2025

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 Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Brandi Schonter PHONE (A/C, No, Ext): (248) 519-1400 E-MAIL ADDRESS: bschonter@ghbh.com FAX (A/C, No): (248) 519-1401																					
INSURED CEC Controls Company, Inc. 14555 Barber Avenue Warren MI 48088-6002	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Chubb National Insurance Company A++</td><td>10052</td></tr><tr><td>INSURER B:</td><td>ACE American Insurance Company A++</td><td>20281</td></tr><tr><td>INSURER C:</td><td>Federal Insurance Company A++</td><td>22667</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Chubb National Insurance Company A++	10052	INSURER B:	ACE American Insurance Company A++	20281	INSURER C:	Federal Insurance Company A++	22667	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Chubb National Insurance Company A++	10052																				
INSURER B:	ACE American Insurance Company A++	20281																				
INSURER C:	Federal Insurance Company A++	22667																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 25-26 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	D03273623	08/31/2025	08/31/2026	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Aggregate \$ 5,000,000	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	73654813	08/31/2025	08/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	Y	Y	5673-08-17	08/31/2025	08/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	7184-4933	08/31/2025	08/31/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Tech E&O - Professional Liability & Cyber			D03273623	08/31/2025	08/31/2026	Professional Liability \$ 2,000,000 Cyber \$ 2,000,000 Deductible \$10,000	

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

Additional insureds including products and completed operations: THE CITY OF ORMOND BEACH. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of THE CITY OF ORMOND BEACH for General Liability, Auto, and Workers Compensation when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**THE CITY OF ORMOND BEACH
22 South Beach Street

Ormond Beach

FL 32174

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Guy Hurley, LLC		NAMED INSURED CEC Controls Company, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

Additional Insured applies for General Liability and Auto Liability when required by written contract. Umbrella follows form with the General Liability. General Liability is primary and non contributory. A Waiver of Subrogation applies in favor of the certificate holder for the General Liability, Auto, Umbrella, and Workers Compensation. Workers Compensation coverage applies in all states except for monopolistic states.

Copy of City Business Tax Receipt Response

Copy of City Business Tax Receipt Response:

CEC Controls has recently moved offices from Bradenton, FL to Tampa, FL and are in process of obtaining a copy of City Business Tax Receipt.



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: PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES

RFP NUMBER: 2025-42

RFP OPENING DATE & TIME: September 25, 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: Tzvi Magril

PROPOSER'S MAILING ADDRESS: 11555 Heron Bay Blvd Suite 200

CITY-STATE-ZIP: Coral Springs, FL 33076

F.E.I.N.: 51-0533287

PHONE NUMBER: 954-604-6656

EMAIL: tmagril@star-controls.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)

Tzvi Magril

NAME (TYPED)

President

TITLE

September 24th, 2025

DATED



Response To
**PROCESS CONTROL SYSTEM, EQUIPMENT,
& INSTRUMENTATION SERVICES**



Submitted: **September 24th, 2025**

To: **City of Ormond Beach**
22 South Beach Street
Ormond Beach, FL 32174

Responding firm: **Star Controls Inc.**
11555 Heron Bay Blvd, Suite 200
Coral Springs, FL 33076
Phone: (954) 604-6656
FIN # 51-0533287

Contact: **Tzvi Magril - President**
(954) 288-7954
tmagril@star-controls.com

Table of Contents

Standard General Requirements	3
Letter of Transmittal	4
Firm Qualifications and Experience.....	5
Overview of Firm	5
Qualifications	5
Demonstrated Experience	6
Key Personnel Qualifications and Experience	9
Team’s Skill Set.....	10
Past Experience and References	11
Proposed Methodology and Approach.....	12
Technical Approach to the Project	12
Maintenance and Support Program	12
Tiered Support and Escalation Process.....	13
Support Services	13
Adequacy of Resources	13
Preventative maintenance programs	14
Emergency response plans	16
Software management	16
Data backup and history archiving.....	17
List of Software and Product Certifications	17
Location of Work.....	19
Rate Schedule.....	20
Risk Management and Insurance Requirement	21
Verification of Employment Status Using E-Verify System.....	22
RFP Response Form.....	23
Conflict, Non-Conflict of Interest Statement Litigation Statement.....	24
Drug- Free Workplace Certification.....	25
Affidavit of Compliance with Section 287.138, Florida Statutes.....	26
Human Trafficking Affidavit.....	27

Standard General Requirements

Proposer Information

- Proposer's Legal Name: Star Controls
- Principal Business Address: 11555 Heron Bay Blvd, Suite 200. Coral Springs, FL 33076
- Contact Person: Tzvi Magril- President
- Telephone Number: 954-604-6656
- Fax Number: 954-603-0492
- FEIN: 51-0533287

Business Information

- Years in Business (total): [Insert Number]
- Years under Current Business Name: [Insert Number]
- Years in Business Specific to this RFP: [Insert Number]

Ownership & Leadership

- Tzvi Magril- President
- Ron Zetouni- Vice President

Performance History

- Has the firm ever failed to complete work awarded? No
- Claims, Arbitrations, Administrative Hearings, Lawsuits (last 5 years): N/A

Legal & Compliance

- Criminal Proceedings or Hearings Concerning Business-Related Offenses: No
- Public Entity Crime Convictions (Firm/Principals/Predecessors): No
- Debarment/Suspension from Bidding by Any Government Entity: No

Letter of Transmittal

City of Ormond Beach
Process Control System, Equipment, & Instrumentation Services
September 24th, 2025

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

Dear Mr. Rob Hart,

Star Controls, Inc., is pleased to submit our proposal for Instrumentation and Control Services in response to PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES. With over 25 years of experience delivering SCADA, IIoT, and instrumentation solutions to Florida utilities, we offer proven expertise, rapid response capabilities, and a deep commitment to operational reliability. Our qualifications include:

- SCADA Software: 25+ years with GE iFIX and VTScada; recognized by VTScada for complex integrations.
- PLC & RTU Expertise: Certified in all hardware platforms specified in the RFP.
- Communications: Pioneers in secured cellular SCADA and LoRa-based networks.
- Cybersecurity: Full-spectrum SCADA protection and vulnerability assessments.
- Instrumentation: Proficient in both legacy and smart systems.
- Support: 24/7 emergency response with 2-hour onsite availability; scheduled maintenance and hands-on training.

With offices in Coral Springs and Jupiter, our local presence ensures immediate support before, during, and after project execution. We are confident in our ability to meet City of Ormond Beach needs with integrity, technical precision, and cost-effective delivery.

Thank you for considering Star Controls. We look forward to the opportunity to serve.

Sincerely,

Tzvi Magril - President
Star Controls Inc.
(954) 288-7954
tmagril@star-controls.com
11555 Heron Bay Blvd. Suite 200
Coral Springs, FL 33076

Firm Qualifications and Experience

Overview of the Firm

Star Controls is a trusted provider of SCADA, IIoT (Industrial Internet of Things), and communication solutions for water, wastewater, stormwater, and public safety applications. We have developed strong, long-term relationships with our customers, serving as their trusted advisor for operational and strategic decisions. We provide turn-key solutions, including design, implementation, knowledge transfer, support, and managed services. Our methodology combines proven project management principles with technical excellence to deliver cost-effective, high-performing systems that reduce operational and capital expenditures while improving reliability and efficiency.

We are certified for most industry-leading hardware and software products, including Motorola Solutions, Rockwell Automation, Schneider Electric, Wonderware/Aveva, GE, and Trihedral VTScada. Our engineering team has direct access to vendors' product engineering teams and is frequently invited to test beta versions of new products before official release. Vendors often dispatch our team to resolve complex SCADA system challenges where others have failed.

With offices in Coral Springs and Jupiter, Florida, and local staff located within 55 miles of the City of Ormond Beach service area, Star Controls is well-positioned to provide pre- and post-project support and rapid onsite response. Our professional objectives prioritize system longevity, ease of use, operational resiliency, and predictable performance, ensuring long-term value for our clients.

Qualifications

All professional staff possesses at least a four-year engineering degree from respectable Universities. The team members have successfully supported water utilities and water management agencies in the US and abroad, with consultation, implementation, education, and maintenance services.

Each team member in Star Controls' implementation and support team is kept updated with skills and expertise through rigorous training program that includes the following subjects:

- SCADA Software (VTScada, InTouch, iFix and others) development and maintenance
- RTU Hardware and software – Programming, installation, Maintenance and Trouble Shooting
- Instrumentation and Electric
- Cyber Security
- Communication Systems: RF Systems, IP Technology and Products, Installation, Maintenance and Trouble Shooting.
- I&C Design, including Control Systems and Panels
- Installation, improve and troubleshooting electrical sub-systems
- Project Management
- Support Services – scheduled and unscheduled
- Needs analysis and ongoing improvements
- Education and Training Services

The Star Controls Team is composed of individuals with highly versatile skills, where each team member has qualifications and experience to handle different project implementation and maintenance tasks. Through the

Project Management methodology, the company efficiently utilizes resources without compromising quality. On as-needed basis Star Controls also leverage skills of qualified sub-contractors for specific services or projects.

As a laser-focused engineering firm Star Controls has developed methodologies, procedures and products that allow the development, deployment and support advanced SCADA and IoT systems to the full satisfaction of our customers. Our software development products reduce substantially the development time and allow us to maintain many customers.

The engagements are part of either ongoing contracts, and/or specific project and/or software products or consultation/advisory. Part of the engagements are directly with the customers, and part is through partners. The Star Team includes individuals with vast experience in the SCADA and IoT market. The team members have successfully supported water utilities and water management agencies in the US and abroad, with consultation, implementation, education, and maintenance services.

Demonstrated Experience

Star Controls has developed close relationships with our customers and partners and gained their trust. In many cases Star Controls is the practical Trusted Advisor, which the customer can count on for any operational or commercial decision.

Star Controls offers different services, from trusted advisory, design, implementation, knowledge transfer, support, and managed services. The company utilizes project management methods, which empower the team to deal with substantial projects. We have partnered with large engineering firms, as part of their larger solutions.

Star Controls is certified for most common products (software and hardware), such as Motorola Solutions, Rockwell Automation, Schneider Electric, Wonderware/Aveva, GE, Trihedral VTScada and many more. The team has vast experience in Cyber Security and Wide Area Networks. As the highest qualified integrator, our team members are dispatched by vendors to fix systems where others have failed. The company has the privilege to access the Vendors' Product Engineering, for support, as well as feedback from the field. Star Controls is qualified by the vendors to test Beta version of new products before the formal releases.

The system's longevity, ease of use and predictable performance are among our highest professional objectives. Our main success is with cost reduction combined with improving performance of existing systems, with substantial cost saving in Capital and Operational expenditure. Through our "Holistic" approach of the entire operations, we truly understand our customers' operations and understand their real needs. Our customers position us not just as a vendor, but rather as trusted advisor and partner for long-term relationships. Our relationships with our customers have continued for many years, addressing on-going needs analysis, advisory and delivery through unparalleled commitment. We are very proud of our Knowledge Transfer programs, paving the road for the customer's self-sufficiency. All our customers are referenceable.

After careful examination of the project requirements documents, the Star Controls professional engineering staff have produced the following detailed proposal and approach for successful completion of this project.

Required Technical Skills:

An essential element in the delivery of a successful project and deliverables is the assessment of the required technical skills for the project. For this project, our team has assessed the following technical skills requirements:

- Rich Experience in creating SCADA for Water and Wastewater environments.
- Vast experience in the design of SCADA system, where all aspects are taken into consideration – User-Friendliness, High-Availability, Resiliency, Cyber Security, and simplicity of operation and maintenance.
- In-depth understanding of the various chemical processes and pumping operation logic requirements
- Comprehensive knowledge of the leading SCADA systems
- Comprehensive knowledge of SCADA Cyber Security.
- Understanding of the various SCADA Communication Networks. Includes secured cellular networks.

Required Administrative Skills:

Equally important as the technical skills are the administrative / project skills. For this project, our team has assessed the following administrative skills requirements:

- Experience in SCADA methodology
Creating the proper Migration sequence and policy is the key to the success of the new system application. Correct migration policies minimize or eliminate down time and speed up new system integration.
- Clear Communication among stakeholders.
- Excellent Project Management methodology
Project management must ensure first complete project progress transparency, synchronized customer and vendor expectations, and adherence to prompt and timely deliverables.

The guiding principles for this project are:

In addition to skills, the entire project approach and execution should be guided by the following core principle:

- Complete cooperation and coordination with the customer and current SCADA users
- Careful study of the current system and user experiences
- Planning of the fix and upgrade with minimum downtime, allowing parallel system operation
- Leveraging and suggesting *Dos and Don'ts* from other successful installations
- Applying a small subset of the system early, to allow user interaction and confidence building.
- Prompt and complete submittal process
- Creating a flexible and reliable system
- Training, training, and more training.
- Timely management and project completion.

Our team has successfully completed projects such as this one before. Our team has done similar projects in Florida, in other states, and even in other countries. The **wealth of experience** we have gathered from previous projects complements all our other skills and ensures that the solution we present is based on real-life, field and time tested and proven technologies and methodologies.

Fast-Track User Experience and Participation.

We emphasize early customer experience enhancement. Staff will experience many system enhancements very quickly. This approach affords these benefits, among others:

- Staff “buy-in” into the new system, as they are exposed to its development and provide beneficial input to its usability in the early stages of the development.
- Better Training results and self-sufficiency. The staff will have some experience with the new system before the official training. This ensures better training results and more educated and self-maintained operators and staff.

Some of our customers include:

- Pinellas County, FL - Water Utility
- City of Orlando, FL – Water Utility
- City of Weston, FL – Water Utility
- Martin County, FL – Water Utility
- City of Tampa, FL – Water Utility
- City of Boynton Beach – Water Utility
- City of North Lauderdale, FL – Water Utility
- City of Wildwood, FL – Water Utility
- Plantation Acers Drainage District, FL – Flood/Storm Water
- Town of Islamorada, Florida Keys..
- Honolulu Board of Water, HI – Water Utility
- City of Ormond Beach, FL – Water Utility
- SFWMD, FL - Flood/Storm Water
- SJRWMD, FL – Flood/Storm Water
- Seminole County, FL – Water Utility
- St. Johns County, FL - Water Utility
- City of Deerfield Beach, FL – Water Utility
- City of Coconut Creeks, FL – Water Utility
- Jamaica Water Company (NWC) - Water Utility
- Bahamas Water Company (BWSC) – Water Utility
- Orange County, FL - Water Utility
- Mount Pleasant Water, SC – Water Utility

Key Personnel Qualifications and Experience

Individual and Qualifications

Name	Role	Experience	Certifications
Tzvi Magril	Solution Architect, PM	35 yrs	SCADA/PLC Allen-Bradley, GE iFIX
Ron Zetouni	Lead Engineer	30 yrs	SCADA Allen-Bradley, VTScada
Diego Pinto	SCADA Programmer	9 yrs	SCADA Rockwell, Cybersecurity
Charles Mondale	Instrumentation SME	30 yrs	Telemetry Environmental Monitoring
James Mondale	Field Technician	6 yrs	PLC, Network Security

Tzvi Magril

Tzvi brings to Star more than 35 years of experience in Design, Development, Sales, Business and Channel Development in the Communications and SCADA/Telemetry markets. Tzvi was a lead designer of Motorola SCADA products and has immense knowledge of the product line, as well as SCADA Systems design. Mr. Magril has implemented and maintained major SCADA systems for large clients throughout the world. Mr. Magril has several patents in the SCADA industry.

Diego Pinto

As a SCADA Programmer, Mr. Pinto has developed his career in Real-Time Embedded computation. Mr. Pinto is a subject matter expert in SCADA systems including for Mission Critical applications. Mr. Pinto has already gained a reputation as a productive and creative professional, with attention to customer satisfaction.

Ron Zetouni

Mr. Zetouni brings more than 30 years of experience in SCADA business for Water/Wastewater and other disciplines, covering the SCADA and communication aspects of projects. Mr. Zetouni's experience includes design, programming, and integration with SCADA software (G.E. iFIX, Wonderware InTouch, Trihedral VTSCADA and others). During 14 years of tenure at Motorola, Ron has programmed and integrated dozens of SCADA systems in different applications (Oil & Gas, Electric and Water Utilities, and others) for customers worldwide. Mr. Zetouni.

Charles Mondale

As a global Subject Matter Expert in Telemetry and Environmental Monitoring, Mr. Mondale brings more than 30 years of experience in the Telemetry and Instrumentation for Water/Storm/Wastewater and Environmental Monitoring, which. Mr. Mondale experience and skills covers all aspects of a solution, from the sensors, the Dataloggers, Communications (with focus on Wireless networks), Power and Integrity of the system. Mr. Mondale has served as a team leader at the SJRWMD, leading the design, installation, and maintenance of the Hydrology monitoring system the SJRWMD is using to manage the water resources.

James Mondale

As a Field Technician, Mr. Mondale is a solutions-oriented IT & SCADA Systems Professional with proven success designing, implementing, and integrating cost-effective, high-performance technical solutions to meet challenging business needs.

Matheus Melo

As a young Computer Science professional Mr. Melo focused on the development of Star Controls software products for the IIoT & SCADA Systems.

Team's Skill Set

All professional staff possesses at least a four-year engineering degree from respectable Universities. The team members have successfully supported water utilities and water management agencies in the US and abroad, with consultation, implementation, education, and maintenance services.

Each team member in Star Controls' implementation and support team is kept updated with skills and expertise through rigorous training program that includes the following subjects:

- SCADA Software (VTScada, InTouch, iFix and others) development and maintenance
- RTU Hardware and software – Programming, installation, Maintenance and Trouble Shooting
- Instrumentation and Electric
- Cyber Security
- Communication Systems: RF Systems, IP Technology and Products, Installation, Maintenance and Trouble Shooting.
- I&C Design, including Control Systems and Panels
- Installation, improve and troubleshooting electrical sub-systems
- Project Management
- Support Services – scheduled and unscheduled
- Needs analysis and ongoing improvements
- Education and Training Services

The Star Controls Team is composed of individuals with highly versatile skills, where each team member has qualifications and experience to handle different project implementation and maintenance tasks. Through the Project Management methodology, the company efficiently utilizes resources without compromising quality. On as-need basis Star Controls also leverage skills of qualified sub-contractors for specific services or projects.

As a laser-focused engineering firm Star Controls has developed methodologies, procedures and products that allow the development, deployment and support advanced SCADA and IoT systems to the full satisfaction of our customers. Our software development products reduce substantially the development time and allow us to maintain many customers.

The engagements are part of either ongoing contracts, and/or specific project and/or software products or consultation/advisory. Part of the engagements are directly with the customers, and part is through partners. The Star Team includes individuals with vast experience in the SCADA and IoT market. The team members have successfully supported water utilities and water management agencies in the US and abroad, with consultation, implementation, education, and maintenance services.

Past Experience and References

Below are representative projects completed within the last five years that demonstrate our expertise with water and wastewater utilities, SCADA integration, and instrumentation services:

1. City of Tampa, FL – Water Utility

Address: 306 E Jackson St, Tampa, FL 33602
Contact: Javier Moreno, 813-247-3451, Javier.Moreno@tampagov.net
Description: SCADA system upgrade, Allen-Bradley PLC programming, and VTScada integration for water distribution operations. Included cybersecurity enhancements and panel fabrication.

Performance Period: 2021 – Present
Contract Value: \$550,000
Key Members: Tzvi Magril, Ron Zetouni, Diego Pinto

2. City of Boynton Beach, FL – Water Utility

Address: 124 E Woolbright Rd, Boynton Beach, FL 33435
Contact: Terry Rowe, 531-742-6431, rowet@bbfl.us
Description: VTScada migration, PLC programming, and network resiliency improvements for water treatment operations. Delivered cybersecurity vulnerability assessments and staff training.

Performance Period: 2020 – 2024
Contract Value: \$425,000
Key Members: Ron Zetouni, Diego Pinto

3. City of Weston, FL – Water Utility

Address: 17200 Royal Palm Blvd, Weston, FL 33326
Contact: Peter Johnson, 954-385-2600, PJohnson@westonfl.org
Description: Complete SCADA system maintenance, instrumentation upgrades, and IIoT device integration to enhance system availability and operational efficiency.

Performance Period: 2020 – 2023
Contract Value: \$300,000
Key Members: Tzvi Magril, Charles Mondale

(Note: All services completed successfully and continued into maintenance phases. No early terminations.)

Proposed Methodology and Approach

Technical Approach to the Project

Star Controls' approach to Instrumentation and Control Services for City of Ormond Beach focuses on ensuring system availability, cybersecurity, and operational efficiency while meeting emergent and time-critical service needs. Our methodology combines proven project management practices with a robust maintenance and support framework to ensure on-time execution, minimal downtime, and continuous system improvement.

A. Emergency Response

- 24/7 availability with 2-hour onsite response for critical SCADA failures.
- Dedicated emergency hotline staffed by certified SCADA engineers to ensure rapid issue resolution.

B. Installation & Integration

- PLC Programming (Allen-Bradley) and HMI configuration (GE iFIX, VTScada).
- Electrical and instrumentation panel fabrication to the City of Ormond Beach specifications.
- In-plant SCADA networking and detailed as-built documentation to ensure long-term maintainability.

C. Preventive Maintenance

- Regular site inspections and system diagnostics to proactively identify potential issues.
- Cybersecurity vulnerability assessments and recommended improvements.
- Staff training programs to enhance operator knowledge, promoting self-sufficiency and confidence.

D. Project Management

- Transparent communication with the City of Ormond Beach project managers, including regular status updates and documentation.
- Strict adherence to OSHA safety standards and the City of Ormond Beach's codes and guidelines.
- Project execution aligned with minimal downtime migration strategies and incremental deployment for user confidence.

Maintenance and Support Program

Star Controls offers a comprehensive maintenance and support program tailored to the City of Ormond Beach's requirements. With offices in Coral Springs, Jupiter, and Lakeland, Florida, we are strategically positioned to provide rapid onsite response and ongoing support throughout the system lifecycle. Vendors frequently refer complex SCADA issues to Star Controls due to our team's expertise and proven track record.

Tiered Support and Escalation Process

We utilize a three-tier support model designed to minimize Mean Time to Repair (MTTR) and maximize system availability:

- Tier 1 – Initial Detection & Response: Immediate corrective actions upon failure detection, escalating unresolved issues.
- Tier 2 – Maintenance Experts: Certified engineers with mission-critical SCADA maintenance experience provide remote or onsite support, leveraging secure remote access for rapid resolution.
- Tier 3 – Core SCADA Engineering Team: A world-class team with decades of SCADA design and maintenance experience handles high-level, mission-critical issues.

Support Services

- Proactive Support (Health Checks): Regular remote assessments to detect performance degradation early.
- Scheduled Support: Non-urgent system improvements planned with one week's notice.
- Unscheduled Support: Critical failures receive 6–12 hour response times, with 2-hour onsite emergency response.

Adequacy of Resources

Star Controls has the resources required to fully support the City of Ormond Beach's operational and emergency service needs:

- Personnel: Highly qualified engineers, programmers, and field technicians certified in Allen-Bradley, GE iFIX, and VTScada platforms, as well as cybersecurity and IIoT technologies.
- Labor & Equipment: In-house fabrication and testing facilities for control panels, instrumentation, and SCADA network components.
- Supply Resources: Strong vendor partnerships and pre-negotiated agreements to ensure timely delivery of materials and replacement components.

Star Controls' proven methodology, combined with local presence and robust resources, ensures timely execution, continuous improvement, and cost-effective system support for the City of Ormond Beach.

Preventative maintenance programs

Star Controls, in collaboration with the City of Ormond Beach, will develop a preventive maintenance Plan to outline the scheduled inspection, testing, calibration, cleaning, backup, and functional verification activities to ensure continued reliability, performance, and regulatory compliance of the SCADA system supporting water infrastructure operations.

The schedule may follow a typical outline as follows:

Task	Frequency	Items Covered
Visual inspection of field panels and enclosures	Monthly	All sites
Power supply and UPS testing	Quarterly	Control panels, server room
PLC/RTU battery status check	Quarterly	All field sites
Sensor calibration and cleaning	Semi-Annually	Flow, pressure, level, pH
Firmware and software patching	Semi-Annually	RTUs, SCADA servers
Communication signal strength and integrity check	Monthly	Radio/cellular networks
Backup verification (configuration and historian data)	Weekly	SCADA servers and HMIs
Alarm point testing and validation	Quarterly	All monitored sites
Redundancy/failover testing	Annually	SCADA servers and network
SCADA screen/HMI functionality review	Semi-Annually	Operator stations
Historical data trending validation	Monthly	Historian system
Cybersecurity vulnerability scan and user audit	Annually	All SCADA-related systems

In addition, Standard Operating Procedures (SOPs) will be developed similar to the ones outlined here:

1. Field Equipment Inspection

- Check enclosures for corrosion, water ingress, or damage.
- Confirm LEDs and diagnostic indicators are functioning.
- Verify input/output (I/O) signal integrity and wiring tightness.

2. Sensor Calibration

- Use certified calibration equipment.
- Calibrate flow, level, and pressure sensors per manufacturer's specs.
- Document all calibration readings and adjustments.

3. PLC/RTU Maintenance

- Review PLC logs for faults or anomalies.
- Check and replace batteries if near end-of-life.
- Ensure programming matches as-built documentation.

4. Communications Integrity

- Perform signal strength test at each site.
- Test backup communication paths (if applicable).
- Confirm all sites report to the central server.

5. Server & Workstation Maintenance

- Apply OS and SCADA software patches after testing.
- Perform virus/malware scan monthly.
- Review event logs for irregularities.

6. Backup and Recovery

- Backup SCADA configuration files weekly.
- Archive historian data monthly.
- Perform recovery drill quarterly to ensure integrity.

7. Alarm Testing

- Simulate alarm conditions to verify system response.
- Confirm alarm acknowledgement and logging functionality.

8. Documentation

- Maintain maintenance logs in digital or physical format.
- Update SCADA drawings and network topology diagrams as needed.
- Record user access logs and change logs monthly.

Emergency response plans

Star Controls, in collaboration with the City of Ormond Beach will develop an Emergency Response Plan (ERP) to help mitigate emergencies. The goal is to ensure rapid restoration and minimize disruption. The plan will be developed to encompass many scenarios, including:

- SCADA System Failure (Centralized Failure)
- Communication Failure
- Power Outage (Control Site or Remote Site)
- PLC/RTU Malfunction
- Sensor Failure or Bad Data
- Cybersecurity Breach

Each plan will include step-by-step instructions for analysis of the problem and quick recovery. For example:

Response Steps:

- Verify if communication failure is system-wide or isolated.
- Attempt remote reset or switch to backup comms path.
- Dispatch technician to affected site(s) for local monitoring/control.
- Coordinate with telecom provider if external network is at fault.
- Activate manual logging and monitoring protocols at affected sites.

Software management

Star Controls, in collaboration with the City of Ormond Beach, will develop a software management system to

- Ensure timely deployment of security patches and software upgrades.
- Minimize system vulnerabilities and downtime.
- Maintain compatibility across systems and platforms.
- Standardize update processes across all devices.

The tasks involved with properly executing the plan are:

- Maintenance of an Inventory & Baseline
- Patch & Upgrade Classification
- Maintenance Schedule
- Patch Management Workflow
- Tools & Automation
- Compliance & Reporting
- Review & Continuous Improvement

Data backup and history archiving

Star Controls has established procedures to ensure critical data is reliably backed up, retained, and recoverable in case of data loss, corruption, system failure, or disaster, and to maintain a history archive for audit and operational continuity.

Backup and archiving tasks include

- Backup Procedure (Frequency, Locations, Software & Tools, Retention Policy)
- History Archiving Procedure (Archive Data Identification, Archival Format)
- Restoration Testing
- Security Measures
- Monitoring and Logging

List of software and Product Certifications

Star Controls has several industry and vendors' certificates including proficiency in several SCADA and RTU products.



GE Digital



MOTOROLA SOLUTIONS



Certificate of Training

Completion

Presented by the

U.S. Department of Homeland Security
Cybersecurity and Infrastructure Security Agency (CISA)

Awarded To

Matheus R. Melo

For completion of the

Virtual Industrial Control Systems Cybersecurity (301V) Training

On

3/4/2024

CEUs Awarded: 1.4

Contact Hours: 14





Location of Work

Primary Facility

- 11555 Heron Bay Blvd, Suite 200 Coral Springs, FL 33076
 - Distance from Ormond Beach City Hall: 239 miles

Project Team Members

- Charlie Mondale- Instrumentation SME- Lakeland, FL
 - Distance from Ormond Beach City Hall: 118 miles
- James Mondale- Field Technician- Lakeland, FL
 - Distance from Ormond Beach City Hall: 118 miles
- Matheus Melo- Field Technician- Port St. Lucie, FL
 - Distance from Ormond Beach City Hall: 169 miles
- Ron Zetouni- Lead Engineer- Jupiter, FL
 - Distance from Ormond Beach City Hall: 206 miles
- Diego Pinto- SCADA Programmer- Green Acres, FL
 - Distance from Ormond Beach City Hall: 218 miles
- Tzvi Magril- Solution Architect, PM- Coral Springs, FL
 - Distance from Ormond Beach City Hall: 239 miles
- Emma Light- Operations Manager- Coral Springs, FL
 - Distance from Ormond Beach City Hall: 239 miles

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2025 – 42
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	\$150
1b	AutoCAD Design Rate (Overtime)	\$180
1c	AutoCAD Design Rate (Travel time)	\$75/Day
2a	Controls Engineer (EI) Design Rate (Straight Time)	\$175
2b	Controls Engineer (EI) Design Rate (Overtime)	\$200
2c	Controls Engineer (EI) Design Rate (Travel time)	\$75/Day
3a	Controls Engineer (PE) Design Rate (Straight Time)	\$175
3b	Controls Engineer (PE) Design Rate (Overtime)	\$200
3c	Controls Engineer (PE) Design Rate (Travel time)	\$75/Day
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	\$200
4b	Controls Engineer (EI) Field Rate (Overtime)	\$240
4c	Controls Engineer (EI) Field Rate (Travel time)	\$150/Day
5a	Controls Engineer (PE) Field Rate (Straight Time)	\$200
5b	Controls Engineer (PE) Field Rate (Overtime)	\$240
5c	Controls Engineer (PE) Field Rate (Travel time)	\$150/Day
6a	ISA Level III Technician Apprentice (Straight Time)	\$150
6b	ISA Level III Technician Apprentice (Overtime)	\$180
6c	ISA Level III Technician Apprentice (Travel time)	\$150/Day
7a	ISA Level III Certified Technician (Straight Time)	\$175
7b	ISA Level III Certified Technician (Overtime)	\$200
7c	ISA Level III Certified Technician (Travel time)	\$150/Day
	PROJECT MANAGER (8)	\$150
8a	Project Manager Rate (Straight Time)	\$180
8b	Project Manager Rate (Overtime)	\$75/Day
8c	Project Manager Rate (Travel time)	
	SCADA Programmer	
9a	SCADA Developer for PLC/RTU/Control Center (Straight Time)	\$200
9b	SCADA Developer for PLC/RTU/Control Center (Overtime)	\$240
9c	SCADA Developer for PLC/RTU/Control Center (Travel Time)	\$150/Day
	Use additional sheets for other titles, as necessary	

**City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)**

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.

Star Controls

COMPANY NAME

AUTHORIZED SIGNATURE

Tzvi Magril

NAME

Tzvi Magril - President

TITLE

September 24th, 2025

DATE

**City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)**

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 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
September 16th, 2025

Addendum Number
No. 1

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Star Controls

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 11555 Heron Bay Blvd Suite 200 Coral Springs, Fl 33076

PHONE NO.: 954-604-6656 FAX NO.: 954-603-0492

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

TITLE: 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.

☒ [x] 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.

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

Star Controls

COMPANY NAME

AUTHORIZED SIGNATURE

Tzvi Magril

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE

September 24th, 2025

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)
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.

Star Controls

Company Name

Authorized Signature

Tzvi Magril

Print Name

President

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

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

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

1. Affiant is the President of Star Controls
(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: September 24th, 2025 Signed: [Signature]

Entity: Star Controls Name: Tzvi Magril

Title: President

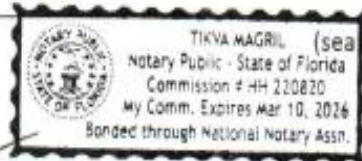
STATE OF: Florida COUNTY OF: Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of September, 2025 by TZVI MAGRIL and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

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

[Signature]



My commission expires: _____

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: PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES

RFP NUMBER: **2025-42**

RFP OPENING DATE & TIME: **September 25, 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.

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide technical services on an "as needed basis" for the Utilities Division of the Public Works Department in the field of programming, maintenance, and calibration services to the City's Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) process control equipment systems in order to maintain normal operation of the City's treatment plants, well sites, storage tanks, and 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 **PROCESS CONTROL SYSTEM, EQUIPMENT, AND INSTRUMENTATION 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. The scope of work under this contract shall include services in the areas of **Preventative Maintenance, Routine Repairs and Advanced Programming** (including SCADA radio telemetry and PLC’s), and **Emergency Repairs and Programming**.

A general listing of the facilities to be serviced is provided herewith under this **Section B-Scope of Work**, as detailed in **Current Inventory for the Utilities Division Facilities**, and **Supplemental Information for Utilities Division Facilities**. In general, the services to be provided under the Scope of Work includes, but is not limited to, the following:

1. Preventative Maintenance Service

- i. The successful offeror, also referred to herein as Contractor, shall provide all required programming, maintenance, and calibration services associated with the City’s SCADA and PLC Process control equipment systems that is required to maintain normal operation of the treatment plants, well site, storage tanks, and pump stations.
- ii. All work to be scheduled between the normal work hours of 7:00 AM and 4:00 PM, Monday through Friday.
- iii. When performing preventative maintenance, upon conclusion of service, a report outlining work performed and work necessary to complete shall be submitted to the City. It is required that as part of this service, the Contractor shall perform services to correct calibration or typical preventative maintenance problems to the system. If additional problems are determined, a scope of repair work shall be prepared and accepted by City prior to commencement of such repair work.
- iv. When performing preventative on hardware, service visit shall include at a minimum: Cleaning of equipment/instrument per the instructions of the Original Equipment Manufacturer (OEM), cleaning and clearing of instrument supply lines, and instrument calibration verification per manufacturer’s recommendations utilizing factory calibrated and properly maintained instruments.
- v. The successful offeror will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer’s applicable requirements. The Contractor shall advise the City of all costs required to provide such services and receive authorization by the City prior to commencing services. The City shall have the right to purchase parts direct from the OEM or through the Contractor.
- vi. The successful offeror will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.

- vii. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - 1. Labor billing rate for repair service not covered under the unit price agreement supplied by the vendor with the original contract proposal. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - 2. Policies, if any, on pricing of replacement parts not covered under the unit price agreement supplied by the vendor with the original contract proposal.

2. Routine Repairs and Advanced Programming Services

- i. On an as-needed basis, the successful offeror shall provide SCADA and PLC programming, diagnostic and trouble-shooting services to the City's water and wastewater facilities process control systems and remote pumping facilities (including wells and lift stations RTU's).
- ii. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. All hourly rates shall include labor, expenses, and travel to the City. These On-Demand services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
 - c. Routine repair work scheduled in advance is defined as: Monday through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, City may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

3. Emergency Repairs and Programming Services

- i. The successful offeror shall provide emergency SCADA and PLC programming, and repair services to the City's water and wastewater facilities process control systems.
- ii. Emergency service is 24-hours per day, 7 days a week. Contractor shall respond, and be at the City's work location, responding to emergency calls with eight (8) hours of the City's request. *Emergency rates shall apply to the first eight (8) hours of service, after which any remaining work will revert to routine, scheduled work rates.*

- iii. All hourly rates shall include labor, expenses, and travel to the City. These emergency services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
- iv. The City shall authorize any repairs that are necessary to return any equipment to operating status.

4. Parts and Materials Used

- i. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the City's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the City any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the City upon request or payment may be withheld.
- ii. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.
- iii. The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.
- iv. The Contractor shall guarantee OEM replacements parts for a period of one (1) year after the repair work is complete.

5. Current Inventory for Utilities Division Facilities

This is an approximate list of the current instrument inventory as of this bid. The addition of new equipment and replacement of current equipment may result in changes to this list. This list should be used by the offeror to establish City needs and appropriate pricing. The scope of work will include all utility sites and facilities, indicated below.

Water Treatment Facility

- 1. Control Room (LPRO): Emerson Controlwave RED with RIO 1-2 (Electrical Room), RIO1-2 (Maintenance Shop) and RIO 1-4 (Lime Softening Building)
- 2. Sand Filter Building: Allen Bradley CompactLogix
- 3. High Service Pump Station: Emerson Controlwave PAC
- 4. Clearwell Transfer Pumps: Allen Bradley SLC 500

Water Supply Wells

- 1. Division 4D: Emerson Micro
- 2. Division 5D: Emerson Micro
- 3. Division 8D: Emerson 3305

4. Division 12D: Emerson Micro
5. Division 15D: Emerson Micro
6. Division 17D: Emerson 3305
7. Rima Ridge 35R: Emerson Micro
8. Rima Ridge 39R: Emerson Micro
9. Rima Ridge 40R: Emerson Micro
10. Rima Ridge 41R: Emerson Micro
11. Rima Ridge 36R: Emerson Express
12. Rima Ridge 37R: Emerson Express
13. Rima Ridge 38R: Emerson Express
14. State Road 40WF18SR: Emerson Micro
15. State Road 40WF19SR: Emerson Micro
16. State Road 40WF21SR: Emerson Micro
17. Hudson 24H: Emerson Micro
18. Hudson 22H: Emerson Express
19. Hudson 23H: Emerson Express

Water Distribution Booster Stations

1. State Park: Emerson Micro
2. Granada: Emerson Micro
3. Riverview: Emerson Micro
4. Nova: Emerson Micro

Water Storage Tanks

1. WTP Elevated Water Storage Tank
2. Standish Ground Storage Tank: Emerson Micro
3. Leeway Elevated Storage Tank: Emerson Micro

Wastewater Treatment Facility

1. Influent Pump Station (PLC-1)
2. Alum/Polymer Bldg. (PLC-2)
3. RAS/WAS Pump Station (PLC-3)
4. Main Electrical Building (PLC-4)

Wastewater Lift Stations

1. LS-1M (Mainland 1): Emerson Micro
2. LS-2M (Mainland 2): Emerson Micro
3. LS-3M (Mainland 3): Emerson Micro
4. LS-4M (Mainland 4M): Emerson Micro
5. LS-4M1 (Mainland 4M1): Emerson Micro
6. LS-5M (Mainland 5M): Emerson Micro
7. LS-6M (Mainland 6M): Emerson Micro
8. LS-7M (Mainland 7M): Emerson Micro
9. LS-7M1 (Mainland 7M1): Emerson Micro
10. LS-8M (Mainland 8M): Emerson Micro
11. LS-8M1 (Mainland 8M1): Emerson Micro
12. LS-8M2 (Mainland 8M2): Emerson Micro
13. LS-8M3 (Mainland 8M3): Emerson Micro
14. LS-9M (Mainland 9M): Emerson Micro
15. LS-10M (Mainland 10M): Emerson Micro

16. LS-11M (Mainland 11M): Emerson Micro
17. LS-12M (Mainland 12M): Emerson Micro
18. LS-13M (Mainland 13M): Emerson Micro
19. LS-1P (Peninsula 1P): Emerson 3305
20. LS-2P (Peninsula 2P): Emerson Micro
21. LS-3P (Peninsula 3P): Emerson Micro
22. LS-4P (Peninsula 4P): Emerson Micro
23. LS-5P (Peninsula 5P): Emerson 3305
24. LS-6P (Peninsula 6P): Emerson Micro
25. LS-7P (Peninsula 7P): Emerson Micro
26. LS-8P (Peninsula 8P): Emerson Micro
27. LS-AB1 (Aberdeen 1): Emerson Micro
28. LS-AB2 (Aberdeen 2): Emerson Micro
29. LS-AB3 (Aberdeen 3): Emerson Micro
30. LS-AB4 (Aberdeen 4): Emerson Micro
31. LS-AB5 (Aberdeen 5): Emerson 3305
32. LS-ABP (Airport Business Park): Emerson Micro
33. LS-AYO (Arroyo Parkway): Emerson 3305
34. LS-BAT (Breakaway Trails): Emerson Micro
35. LS-BC (Bear Creek): Emerson Micro
36. LS-CAM (Camelot): Emerson Micro
37. LS-CG (Castle Gate): Emerson Micro
38. LS-CHEL1 (Chelsea 1): Emerson Micro
39. LS-CHEL2 (Chelsea 2): Emerson Micro
40. LS-CRKSD (Creekside): Emerson Micro
41. LS-CS (CharlesCity Square): Emerson Micro
42. LS-FQ (Forest Quest): Emerson 3305
43. LS-GBC (Garden Business Center): Emerson 3305
44. LS-HD (Harley Davidson): Emerson Micro
45. LS-HH (Halifax Hospital): Emerson Micro
46. LS-HOMAC (HOMAC): Emerson Micro
47. LS-LO (Laurel Oaks): Emerson Micro
48. LS-MAC (MacDonald's): Emerson Micro
49. LS-OG (Ormond Green): Emerson Micro
50. LS-OL1 (Ormond Lakes 1): Emerson Micro
51. LS-OL2 (Ormond Lakes 2): Emerson Micro
52. LS-OL4 (Ormond Lakes 4): Emerson 3305
53. LS-OM (Ormond Mall): Emerson Micro
54. LS-PT (Pine Trail): Emerson Micro
55. LS-PWS (Pathway Elementary School): Emerson Micro
56. LS-SAN (San Marco): Emerson 3305
57. LS-SC (Shadow Crossings): Emerson Micro
58. LS-SL (Shadow Lakes): Emerson Micro
59. LS-SM (Spring Meadows): Emerson Micro
60. LS-SO (Sandy Oaks): Emerson Micro
61. LS-SP (Southern Pines): Emerson 3305
62. LS-SR (Saddlers Run): Emerson Micro
63. LS-SW (Spanish Waters): Emerson Micro
64. LS-TM (Tomoka Meadows): Emerson Micro
65. LS-CITYE (City Center): Emerson Micro

- 66. LS-VGO (Villagio): Emerson Micro
- 67. LS-WM (Walmart): Emerson Micro
- 68. LS-CRN (Crown): Emerson Micro
- 69. LS-RB (River Bend): Emerson Micro
- 70. LS-CP (City Provs): Emerson Micro
- 71. LS-DC: Emerson 3305
- 72. LS-HR: Emerson Micro
- 73. BSAIR: Emerson Micro
- 74. LS-HW: Emerson Micro
- 75. LS-RO: Emerson Micro
- 76. SWLC: Emerson Micro

Reuse Storage and Pumping Stations

- 1. Orchard St. High Service: Emerson Micro
- 2. Breakaway Trails: Emerson Micro
- 3. Shadow Crossing: Emerson Micro

Storm Water Pumping Stations (Total of 2)

Storm Water Level Stations (Total of 4)

6. Supplemental Information for Utilities Division Facilities

- i. A SCADA System Configuration and Communication diagram has been prepared and included as part of this package. The diagram provides general information on the details of major SCADA system computer components and connectivity.
- ii. The City presently uses VTScada software by Trihedral, Inc. as its SCADA system software platform.
- iii. The City's control hardware platform is existing and will continue in service through the duration of the contract. With limited exceptions, the control system hardware is ControlWave RTUs and PLCs by Emerson Process Management. Other equipment in use includes Allen Bradley CompactLogix, Allen Bradley SLC500 and Siemens S7 PLCs. When modifications are required for the Emerson RTU/PLC software, the vendor will utilize the services of Emerson Process Management to revise software and test the modifications.
- iv. VTScada software is currently used at the City's water and wastewater treatment facilities, and remote pumping facilities (including raw water wells, potable water and reclaimed water pump stations, and sanitary sewer and stormwater lift stations).
- v. All components of the City's utility infrastructure are existing systems, required to be operational during all construction/testing periods. The work and services provided under this contract shall be scheduled and coordinated with the City, at their convenience, to minimize the disruption of system operations.



7. Contractor Qualifications

- i. The Contractor shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the City), place into operation all hardware & software specified within specification form and to install all system software upgrades as required by the City to keep systems updated and running within the manufactures supported versions to include but not limited to VTScada, Control Wave Designer programming software (Emerson PLC software) MODBUS, as well as working knowledge of Altivar VFD's.
- ii. The Contractor shall be a "systems house" regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a "systems house" shall be interpreted to mean an organization that complies with all of the following criteria:
 - a. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.
 - b. Employs personnel on this project who have successfully completed a manufacturer's training course on the configuration and implementation of the specific programmable controllers, computers and software.
 - c. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.
 - d. Has been in the water/wastewater industry or similar industrial process controls performing the type of work specified in this specification section for a minimum of ten (10) years.
- iii. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (8) hour period for emergency services.
- iv. Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the City for any subcontractors.
- v. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.
- vi. The Contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all

times in the event of an emergency. Maximum thirty (30) minute call back time is required.

- vii. The Contractor's personnel working on-site at any City facility must be full- time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.
- viii. The City reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

8. Security and Proprietary Information

- i. The City's proprietary information stored on electronic computing devices whether owned, or leased by the City, an employee or a third party, remains the sole property of the City. Contractor must ensure through legal or technical means that proprietary information is protected in accordance with the DATA PROTECTION STANDARD. Contractor has a responsibility to promptly report the theft, loss or unauthorized disclosure of the City's proprietary information. Contractor may access, use or share the City's proprietary information only to the extent it is authorized and necessary to fulfill assigned job. Remote access to the City's Process Control System(s) shall be minimized to the greatest extent possible to ensure the security of the system. The Contractor should be prepared to perform all but the most urgent repair work on-site.
- ii. The following are strictly prohibited:
 - a. Accessing data, a server or an account for any purpose other than conducting City business.
 - b. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management should be consulted prior to export of any material that is in question.
 - c. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
 - d. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Contractor is not an intended recipient or logging into a server or account that the Contractor is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
 - e. Port scanning or security scanning.

- f. Connecting equipment to or exporting to any removable storage device without prior authorization from the City.
- g. Circumventing user authentication or security of any host, network or account.
- h. Introducing honeypots, honeynets, or similar technology on the City's network.
- i. Divulge remote connection modem phone numbers or other access points to City's computer resources to anyone without proper authorization.
- j. Share account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.
- k. Make unauthorized copies of copyrighted or City-owned software.
- l. Use of non-standard shareware or freeware software without the appropriate City Management approval.
- m. Download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of a City computer resource unless approved.

9. System Continuity

- i. Should the City require on-site services, the Contractor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Contractor result in equipment or system failure, the Contractor shall, within one (1) hour, inform the City authorized representative of the anticipated length of downtime. The Contractor shall make every effort to expedite repairs to minimize the downtime.
- ii. Should the City require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Contractor and authorized City staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the Contractor for further evaluation.

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:

1. The proposal shall include the following:
 - a. Title Page: Title page marked, "**PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION 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 SCADA, Telemetry, PLC's, and other associated pieces of equipment. (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 three (3) 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. 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)
- j. Pricing: Bidders shall provide a comprehensive “RATE SCHEDULE.” Bidders are given the option of developing and submitting their own “RATE SCHEDULE” that best reflects their company structure OR bidders may complete the table entitled “RATE SCHEDULE,” which includes additional blank spaces for unlisted job titles and rates, provided at the bottom of the table. These blank spaces are intended to allow the bidder to add other titles and rates as they deem necessary in their proposal.

In the “RATE SCHEDULE” table provided in the specifications, “ISA” refers to the International Society of Automation. While the Cost Schedule lists ISA certification, other comparable certifications are permissible. In addition, the term “Straight Time” shall be understood to mean all hours worked during normal weekdays but not exceeding eight (8) hours per day. Similarly, “Overtime” shall be understood to mean all hours worked after eight (8) hours on weekdays AND all hours worked on Holidays and weekends. “EI” refers to an Engineering Intern while “PE” refers to a Professional Engineer licensed in the State of Florida.

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2025 – 42
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	
1b	AutoCAD Design Rate (Overtime)	
1c	AutoCAD Design Rate (Travel time)	
2a	Controls Engineer (EI) Design Rate (Straight Time)	
2b	Controls Engineer (EI) Design Rate (Overtime)	
2c	Controls Engineer (EI) Design Rate (Travel time)	
3a	Controls Engineer (PE) Design Rate (Straight Time)	
3b	Controls Engineer (PE) Design Rate (Overtime)	
3c	Controls Engineer (PE) Design Rate (Travel time)	
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	
4b	Controls Engineer (EI) Field Rate (Overtime)	
4c	Controls Engineer (EI) Field Rate (Travel time)	
5a	Controls Engineer (PE) Field Rate (Straight Time)	
5b	Controls Engineer (PE) Field Rate (Overtime)	
5c	Controls Engineer (PE) Field Rate (Travel time)	
6a	ISA Level III Technician Apprentice (Straight Time)	
6b	ISA Level III Technician Apprentice (Overtime)	
6c	ISA Level III Technician Apprentice (Travel time)	
7a	ISA Level III Certified Technician (Straight Time)	
7b	ISA Level III Certified Technician (Overtime)	
7c	ISA Level III Certified Technician (Travel time)	
	PROJECT MANAGER (8)	
8a	Project Manager Rate (Straight Time)	
8b	Project Manager Rate (Overtime)	
8c	Project Manager Rate (Travel time)	
	Use additional sheets for other titles, as necessary	

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 25, 2025.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or

package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

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:

<u>EVALUATION</u> CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	10
Cost Schedule	20
Experience	20
Capability	15
Past Performance	20
Location	15

Responsive proposals will be ranked in each of the criteria.

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 \$25,000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits

of coverage shall be at least and not limited to the value of the project.

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

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

D. Requirements for Certificates of Insurance

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

premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

**City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)**

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)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)**

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 MUST 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 MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION
SERVICES
(RFP No. 2025-42)
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

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

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

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20____, by _____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large:

(seal)

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

My commission expires: _____

This document must be completed and returned with your Submittal

ADDENDUM NO. 1

September 16, 2025

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum No. 1 **RFP 2025-42 PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES**

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

QUESTIONS and ANSWERS

Q1: Will digital signatures be accepted, or does this mean that wet signatures are required?

A1: Wet signatures are required.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **RFP 2025-42 PROCESS CONTROL SYSTEM, EQUIPMENT, & INSTRUMENTATION SERVICES** for the City of Ormond Beach.

END OF ADDENDUM No. 1



RFP Evaluation Summary

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES

RFP Number: 2025-42

Recommendation of award highlighted

Date & Time: October 14, 2025 10:00 AM

The RFP's were scored on the following criteria:	Firms											
	CEC Controls Company				Star Controls				US Water Services DBA Rocha Controls			
	M.S.	R.B.	D.V.	Totals	M.S.	R.B.	D.V.	Totals	M.S.	R.B.	D.V.	Totals
Technical Qualifications- 10 points max	9	7	8	24	8	8	8	24	8	8	7	23
Cost Schedule - 20 points max	18	16	14	48	17	17	16	50	16	18	18	52
Experience- 20 points max	17	18	18	53	18	18	18	54	17	18	16	51
Capability- 15 points max	14	13	14	41	13	14	14	41	13	13	13	39
Past Performance- 20 points max	18	18	18	54	16	16	18	50	15	14	15	44
Location - 15 points max Within 25 miles of City Hall 15 Points Within 50 miles of City Hall 10 Points Within 100 miles of City Hall 5 Points Beyond 100 miles of City Hall 0 Points	0	0	0	0	0	0	0	0	0	0	0	0
Totals	76	72	72	220	72	73	74	219	69	71	69	209
	Rank			1	Rank			2	Rank			3

Rob Hart
Purchasing Coordinator

Mike Stephenson
Utilities Engineer

Ryan Bounds
Lead SCADA Technician

Doug Vandercamp
SCADA Technician



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.E.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Work Authorization - CMAR PEP Tank Replacement		
Recommended Action	Staff recommends approval of the work authorization to All State Civil, Inc., for work pertaining to the replacement of 10 PEP tanks in the guaranteed maximum price amount of \$174,250.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This is a request to approve a Underground Utility Construction Management Services Work Authorization with All State Civil Construction, Inc. for the replacement of 10 PEP Tanks in the western region of the City's utility service area.

The aftermath of recent rain events has left 10 PEP tanks damaged and in need of replacement. Under ideal conditions, City staff can replace 1 PEP tank in need of replacement in a one-week timeframe. Due to the volume of rain recently, however, the amount of tanks currently in need of replacement has exceeded what staff can accomplish in a reasonable time frame for the City's customers. Staff elected to request a quote for replacement services from All State Civil Construction, Inc., which is one of the City's current underground utility construction management contractors. The received quote was \$174,250.

On September 17, 2025, the City Commission approved Resolution 2025-147, which authorized the execution of continuing contracts with 6 underground utility contractors. All State Civil, Inc. who has extensive experience with the City's PEP tank systems, allows them to provide well-suited construction management services for this project.

Financial Impact

Funding for this project (\$174,250) is included in the FY 2025-26 budget within Fund 409 Water and Wastewater Renewal and Replacement - Pretreatment Effluent Pump Replacement.

Citizen Impact

This project will expedite the replacement of ten (10) currently damaged PEP tanks in the western region of the City's utility service area. Replacing the tanks in a timely manner will minimize the environmental impact and the disruption to the citizens. Staff is continuously pumping the tanks out to minimize impacts and reduce the possibility of backups.

Attachments

1. 25-191 PEP tank replace-All State Civil (P25-0165G)
2. Work Authorization - PEP Tank Replacement 25-26

RESOLUTION NO. 2025-191

A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STATE CIVIL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION SERVICES REGARDING THE PEP TANK REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from All State Civil Construction, Inc., a firm under continuing contract with the City, to provide underground utilities construction services regarding the PEP tank replacement project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by All State Civil Construction, Inc. to provide underground utilities construction services for the aforescribed project at a cost not to exceed \$174,250.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Water and Wastewater Renewal & Replacement Fund (409) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by All State Civil Construction, Inc. to provide underground utilities construction services regarding the PEP tank replacement project at a cost not to exceed \$174,250.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and All State Civil Construction, Inc. to provide underground utilities construction services for the Project at the said price, and to pay the cost therefor from the Water & Wastewater Renewal & Replacement Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of December, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract for Underground Utilities dated September 17, 2025, between the City of Ormond Beach, Florida, and All State Civil Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: PEP Tank Replacement Project 25/26

Project Description: All labor, equipment, and materials necessary perform construction services to remove of ten (10) existing low-pressure PEP tanks and install more durable cast iron pumps, as detailed in the attached proposal dated October 24, 2025.

Estimated Project Construction Cost: \$174,250

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Mobilization/Demobilization	Guaranteed Maximum Price	\$174,250.00

Total Fee Authorized:	Not to Exceed	<u>\$174,250.00</u>
------------------------------	----------------------	----------------------------

Funding Source: Water & Wastewater Annual Fund (409)

Estimated Time for Completion: 240 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
ALL STATE CIVIL
CONSTRUCTION, INC.

By: _____
Jason Leslie
Mayor

By: _____
Michael Anderson
Treasurer

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Proposal



All State Civil Construction Inc.

Owner Information

Name Trevor Neal
Company _____
Address 501 N. Orchard St.
City, State ZIP Ormond Beach, FL 32174
Phone 386-676-3230
Email Trevor.Neal@ormondbeach.org

Contractor Information:

Company All State Civil Construction, Inc.
Name Chris Mehegan
Address 1301 Beville Road, #16
City, State ZIP Daytona Beach, FL 32119
Phone 386-256-2721
Email cmehegan@allstatecivilconstructionfl.com

Project name PEP Tank Replacement - CMAR Contract Contract Price \$174,250.00

Scope of Work

Install PEP tanks as per attached RFP and Cost Schedule.

Not Included

Company Proposal

Chris Mehegan 10/24/2025
Submitted by (Company Representative) Date

Owner Acceptance

I, _____, accept the above scope of work as proposed for the contract amount specified.

Submitted by (home owner or authorized representative)

Date



CITY OF ORMOND BEACH

Public Works Department • Utilities Division • 501 N. Orchard St • Ormond Beach, FL 32174 • (386) 676-3230 • Fax (386) 676-3294

Request for Proposal

Company: All State Civil Construction, Inc.

Project: Pep Tank Replacement 2025/26

Subject: Pep Tank Restoration

Date: October 24, 2025

Summary

The City of Ormond Beach is looking to utilize the Construction Management at Risk contract to replace and restore 10 damaged pep tanks due to heavy rainfalls all located within the Breakaway Trls and Hunter's Ridge community. The contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The excavation and removal of 10 damaged pep-tanks, install new pep-tank systems, and reconnect customers to the existing incoming and outgoing ends of the service lines. **The City will supply the following materials for the project:** (10) 1,050 Gallon Pep Tank (Traffic Rated) assembled with 4" Inlet, High Water Alarm Float, 16" Pump Chamber Insert, CEPH5A-12 Submersible Pump, Tower Extension (Risers), Electrical Junction Box, and Two Manway Lids.

For more details, questions, and/or concerns please reach to the following City personnel:

Position	Name	E-mail	Phone
Utility Manager	Bob Preis	Robert.Preis@ormondbeach.org	(386) 610-0690
Utility Project Manager	Trevor Neal	Trevor.Neal@ormondbeach.org	(386) 610-0750 office (386) 453-1736 cell
Collections Supervisor	Doug Chisholm	Doug.Chisholm@ormondbeach.org	(386) 610-0725 office (386) 307-3295 cell
Utility Engineer	Mike Stephenson	Mike.Stephenson@ormondbeach.org	(386) 610-0688 office

Thank you,

Trevor Neal

Utility Project Manager

Scope of Work

- Prior to excavation of proposed area, the existing tank must have liquids pumped out and hauled away to an approved dump site by contractor.
- Prior to excavation, utility locates called into Sunshine 811 and verification of any existing utilities within the work zone handled by Contractor.
- Coordination of relocating any existing utilities is the responsibility of Contractor.
- Coordination with Homeowner and HOA prior to any Work being done is responsibility of Contractor.
- Existing trees, landscaping (except for sod), or hardscaping in conflict with removal of pep tank is the responsibility of the Homeowner to remove and replace. Coordination of such conflicts shall be handled between the Contractor and Homeowner.
- Excavation of proposed area and removal of existing pep tank along with pep tank accessories: which may include well-points, a dewatering system, and trench safety devices. Shall be the responsibility of the Contractor
- Hauling & Disposal of damaged pep-tanks and unwanted material to approved dump site is the responsibility of the Contractor.
- Installation of all supplied parts and materials to bring installed pep tank systems to proper grade levels. Installed pep tanks to have both lids installed approximately 6-inches below existing grade elevation at the sites. Dirt and sod to be installed on top of lid.
- Restoration of work site: to include all backfilling and compaction. Contractor must provide clean fill, turf restoration, landscaping, and possible concrete work for damaged or undermined driveways due to damaged pep tank.
- Any damaged property created by replacement of pep tank is the responsibility of the Contractor to restore to proper operating conditions.
- The City of Ormond Beach will assign an Inspector during the completion of each installation. Contractor will be responsible for scheduling and coordinating the timeline of each pep-tank system.
- Contractor will need to provide the piping material and necessary fittings to make final connections and the material needed for site restoration.
- A portion of this project is within a gated community and operating hours may be designated by the Homeowners Association ordinances. It is the responsibility of the Contractor to contact such Association to establish operating hours and access to work sites.

Cost Schedule

Item No.	Description	Quantity	Unit	Unit Price	Labor Cost	Hours	Total
1.	Mobilization/Demobilization	1	LS	\$9,000.00	\$225.00	40	\$9,000.00
2.	Demo & Install Pep Tank	10	EA	\$6,600.00	\$275.00	240	\$66,000.00
3.	Dewatering	10	EA	\$3000.00	\$750.00	40	\$30,000.00
4.	Site Restoration	10	EA	\$1,300.00	\$162.50	80	\$13,000.00
5.	Install CEPH5A-12 Pump	10	EA	\$350.00	\$87.50	40	\$3,500.00
6.	Install J-Box	10	EA	\$225.00	\$75.00	30	\$2,250.00
7.	1.5" Schedule 40 PVC Check Valve	10	EA	\$100.00	\$100.00	10	\$1,000.00
8.	1.5" Schedule 40 PVC Pipe	100	LF	\$5.00	\$25.00	20	\$500.00
9.	4" SDR-26 Pipe	100	LF	\$40.00	\$100.00	40	\$4,000.00
10.	(5) Wire 14 Gauge Solid	150	LF	\$20.00	\$75.00	40	\$3,000.00
11.	Concrete Work	400	SY	\$105.00	\$525.00	80	\$42,000.00

TOTAL COST \$ 174,250.00
(Figures)

Cost Item No. 1 Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations.

The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Cost Item No. 2 **Demo & Install Pep Tank & Associated Components**

Measurement. The quantity for payment shall be for each pep tank pump out, remove, replace, backfill, compact, and debris hauled away.

Payment. The City of Ormond Beach will provide the following materials for installation: 1,050 Gallon Pep Tank (Traffic Rated) assembled with 4" Inlet, High Water Alarm Float, 16" Pump Chamber Insert, Tower Extension (Riser), and Two Manway Lids. Payment shall be made at the Contract unit price per each and shall be full compensation for furnishing all labor, materials, and equipment necessary to pump out, remove, replace, backfill, compact, and debris hauled away at each pep tank site.

Cost Item No. 3 **Dewatering**

Measurement. The quantity for payment shall be for each pep tank site.

Payment. Payment shall be made at the Contract unit price per each and shall be full compensation for furnishing all labor, materials, and equipment necessary to provide required dewatering at each pep tank site.

Cost Item No. 4 **Site Restoration**

Measurement. The quantity for payment shall be for required site restoration at each pep tank site.

Payment. Payment shall be made at the Contract unit price per each and shall be full compensation for furnishing all plant, labor, materials, and equipment necessary to provide required site restoration at each pep tank site to include turf restoration and landscaping disturbed by construction. Installed pep tanks to have lid installed approximately 6-inches below existing grade elevation at the sites. Dirt and sod to be installed on top of lid.

Cost Item No. 5 **Install CEPH5A-12 Pump**

Measurement. The quantity for payment shall be for each pump installed.

Payment. Payment shall be made at the Contract unit price per each and shall be full compensation for furnishing all labor, materials, and equipment necessary to install the CEPH5A-12 pump which includes the pump stack (1.5" Schedule 40 PVC male adapter, 1.5" Schedule 40 PVC union fitting, 1.5" Schedule 40 PVC check valve) at each pep tank site.

Cost Item No. 6 **Install J-Box**

Measurement. The quantity for payment shall be for each Junction Box Assembly installed. Box to be provided by Owner.

Payment. Payment shall be made at the Contract unit price per each J-Box installed and payment shall be full compensation for furnishing all labor, material, and equipment necessary to install the J-Box at each pep tank site.

Cost Item No. 7 1.5" Schedule 40 PVC Check Valve

Measurement. The quantity for payment shall be for each 1.5" Check Valve installed on the outgoing line of the pep tank as needed.

Payment. Payment shall be made at the Contract unit price per each 1.5" Schedule 40 PVC Check Valve installed. Contractor to receive authorization from City staff for installation prior to performing the work for this cost item. Such price and payment shall be full compensation for furnishing all labor, materials, and equipment necessary to install the 1.5" Schedule 40 PVC Check Valve as needed at pep tank site.

Cost Item No. 8 1.5" Schedule 40 PVC Pipe

Measurement. The quantity for payment shall be for each linear foot of pipe installed.

Payment. Payment shall be made at the Contract unit price per linear foot for the actual quantity of 1.5" Schedule 40 PVC pipe installed, as well as all necessary fittings to make final connections. Such price and payment shall be full compensation for furnishing all labor, materials, and equipment necessary to install the 1.5" Schedule 40 PVC pipe at each pep tank site.

Cost Item No. 9 4" SDR-26 Connection Piping

Measurement. The quantity for payment shall be for each linear foot of pipe installed.

Payment. Payment shall be made at the Contract unit price per linear foot for the actual quantity of 4" SDR-26 connection pipe installed, as well as all necessary fittings to make final connections. Such price and payment shall be full compensation for furnishing all labor, materials, and equipment necessary to install the 4" SDR-26 connection piping at each pep tank site.

Cost Item No. 10 (5) Wire 14-Gauge Solid

Measurement. The quantity for payment shall be for each linear foot of wire along with the necessary amount of $\frac{3}{4}$ " conduit installed as needed.

Payment. Payment shall be made at the Contract unit price per linear foot for the actual quantity of (5) wire 14-gauge solid and $\frac{3}{4}$ " conduit pipe installed, as well as, all necessary fittings to make final connections. Contractor to receive authorization from City staff for installation prior to performing the work for this cost item. Such price and payment shall be full compensation for furnishing all labor, materials, and equipment necessary to install the (5) wire 14-gauge solid and $\frac{3}{4}$ " conduit pipe as needed at pep tank site.

Cost Item No. 11 Concrete Work

Measurement. The quantity for payment shall be for each square yard of concrete installed.

Payment. Payment shall be made at the Contract unit price per square yard for the actual quantity of concrete installed. The quantity in the bid schedule is an estimate, actual quantity may be less. Such price and payment shall be full compensation for furnishing all plant, labor materials and equipment necessary to repair damaged or undermined concrete driveways.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.F.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Purchase Request - Vermeer Vacuum Excavator, Trailer Mounted		
Recommended Action	Staff recommends approval of the request to purchase 1 trailer mounted Vermeer Vacuum Excavator.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Utilities Management Bob Preis, Utilities Manager		

Summary

This is a request to purchase 1 Vermeer vacuum excavator, trailer mounted, off of the Florida Sheriffs contract FSA23-EQU21.0.

The cost of this equipment is \$121,333. This is a new piece of equipment to be used by the Public Works Department, Water Distribution Division for hydro-excavation of water pipes to repair broken lines.

Currently, staff must request assistance from another department/division for the use of their combination sewer cleaner, forcing others to adjust their schedules and delay other work. The addition of this equipment will facilitate the repair of broken water mains and services, allowing service to be restored more quickly. The addition of this equipment to those available to our utilities staff will not only allow repairs to be made by water distribution without requiring other departments to postpone tasks that may be required; it will also provide a tool that can assist our wastewater collection and stormwater divisions in the completion of smaller jobs where vacuum extraction may be beneficial.

Financial Impact

This item was included in the Fiscal Year 2025-26 budget within Fund 408 - Water Distribution.

Citizen Impact

Water Quality & The Environment - Other

Attachments

1. 25-192 Vermeer Vacuum purchase (P25-0171G)
2. Vermeer Vacuum Excavator CC#711
3. vermeer Vacuum Excavator Trailer Mounted

RESOLUTION NO. 2025-192

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE VERMEER VACUUM EXCAVATOR UNDER FLORIDA SHERIFFS ASSOCIATION BID NUMBER FSA23-EQU21.1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase one Vermeer vacuum excavator-trailer mounted, and,

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one Vermeer vacuum excavator-trailer mounted, under the Florida Sheriffs Association Bid Number FSA23-EQU21.1 in the amount of \$121,333.00, and

WHEREAS, the City Manager has certified that funds in the amount of \$121,333.00 for the purchase thereof are in the Water & Wastewater Equipment & Vehicle Fund (408), and have not been appropriated for any other purpose; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one Vermeer vacuum excavator-trailer mounted, under the Florida Sheriffs Association Bid Number FSA23-EQU21.1 in the amount of \$121,333.00, and to pay the costs therefore from the Water & Wastewater Equipment & Vehicle Fund.

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

APPROVED AND AUTHENTICATED this 2nd day of December, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2600218
Vendor: VERMEER SOUTHEAST SALES AND SERVICE
INC Resolution No. 2025-192

Requisition By: Pries Reason: Purchase one (1) Vermeer Vacuum Excavator - Trailer Mounted
Date: 12/2/2025
Florida Sheriffs Association Contract – FSA23-EQU21.1 – Items #123 Vacuum Excavator - Trailer Mounted
Purchase of: Purchase one (1) Vermeer Vacuum Excavator - Trailer Mounted – Funding through Fund 408 Water Distribution.

PAY ITEM						
NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT	
1	Vermeer, LP873SDT Vacuum Excavator - Trailer Mounted	EA	1	\$121,333.00	\$121,333.00	
				Total:	\$121,333.00	

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

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

QUALITY:

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

PACKING & DELIVERY:

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

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

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

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

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

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

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

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

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

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

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Terms & Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Extension Packet



**Florida Sheriffs Association Cooperative Purchasing Program
Contract Expiration Schedule**

***NOTE: THE BID PROCESS KICKS OFF 6-9 MONTHS PRIOR TO THE BID EXPIRATION DATE**

March 31, 2027	•Tires: FSA25-TRS27.0
March 31, 2027	•Fire & Rescue Vehicles, Boats, & Equipment: FSA25-VEF19.0
September 30, 2026	•Equipment: FSA23-EQU21.1 •Pursuit, Administrative, and Other Vehicles: FSA25-VEL33.0 •Heavy Trucks and Buses: FSA25-VEH23.0
June 30, 2026	•Electric Vehicle Charging Stations, Software, & Other Equipment: FSA24-PWR3.0



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

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

Contract Extension Amendment

Contract FSA23-EQU21.0: Equipment

Extension Term: October 1, 2025, through September 30, 2026

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2025, through September 30, 2026. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

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

- Modify the contract number to FSA23-EQU21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2025, and end September 30, 2026.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Sarrah Carroll
Deputy Executive Director of Administration



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.

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Final Award Report

FSA Cooperative Purchasing Program



FSA23-EQU21.1: Equipment Base Specifications

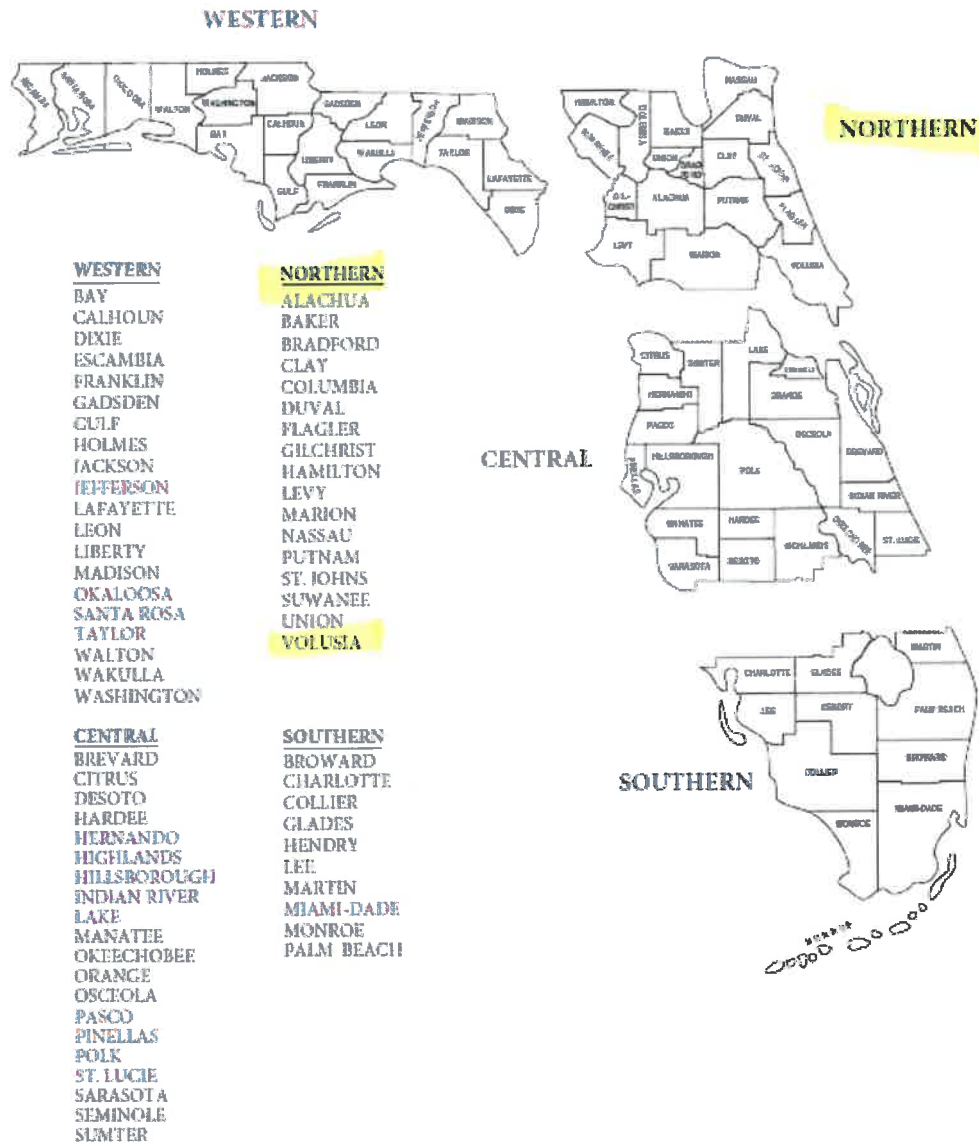
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



Bid Award**Contract:** FSA23-EQU21.0, Equipment**Group:** Excavator: Vacuum Excavator - Trailer Mounted**Item:** 123, Vermeer, LP873SDT, LP873SDT

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Vermeer Southeast Sales	\$121,333.00	Build	Options
Northern	Primary	Vermeer Southeast Sales	\$121,333.00	Build	Options
Central	Primary	Vermeer Southeast Sales	\$121,333.00	Build	Options
Southern	Primary	Vermeer Southeast Sales	\$121,333.00	Build	Options

FSA23-EQU21.0: Equipment Item Group Specifications

Item # 123

Excavator: Vacuum Excavator - Trailer Mounted

\$121,332.90

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

Vermeer LP873SDT

Weight: 14,000 GVWR

Engine: 49 HP diesel engine, water cooled, fully enclosed sound attenuated engine enclosure (including vacuum pump and high-pressure water pump), 30 gal fuel tank

Vacuum Pump: 1000 cfm at 15" of mercury, mounted inside engine enclosure, washable filtration cylinders, reverse pressure (to clear hose and offload liquids)

High Pressure Water System: 3000 psi at 4 gpm water pump, low water automatic shutdown, two 100 gal poly water tanks, 50' high pressure water hose on hose reel, 5' and 3' wand and control handle

Controls: Lockable and waterproof, curbside located, oil pressure, water temperature, fuel and vacuum gauge, electronic throttle

Tank: Full open rear door, door hydraulically opened, twin dump cylinders, 6" stainless steel portal shutoff, 800 gal debris tank capacity

Boom: 4" pickup hose, hydraulically powered in/out and up/down, boom cradle, 360 degree movement, 2 dielectric 3" suction wands, 33' rubber suction hose

Trailer: Tandem 7,000 lbs. dexter torsion axles, 14,000 lbs. GVWR, 10,000 lbs. jack stand, I beam construction, Pintle hitch, electric brakes with safety breakaway, LT235/85R16 tires, Stop/tail/turn lights



Vermeer Southeast Sales & Service, Inc.
428 Ocoee Apopka Road
Ocoee, FL 34761

FSA QUOTE
#250120041

Date: 10/30/25

Sales Rep: Ross Hilaman

Customer Information:

City of Ormond Beach
500 N Orchard St
Ormond Beach, FL 32174

Delivered to:

Contact Name:

Phone Number:

Picked up at this Vermeer Store Location:

Payment method:

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	SPECIFICATION OF OFFERED UNIT: New Vermeer LP873SDT with BOOM, Vacuum Excavator -Trailer Mounted Hydraulic Boom, 14,000 GVWR, 2x100 Gallon Water Tanks, 49 HP Yanmar Diesel (Tier 4 Final) Engine, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump. Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, 30' Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank, Manual Jack, 4" Hose and Tooling for Boom units, non-SHT Trailer, 3" LED Directional Board		
	BASE BID PRICING Pricing per FL Sheriff's Contract FSA23-EQU21.0 Item #123 Title: VACUUM EXCAVATOR, TRAILER MOUNTED Model: LP873SDT Bid Price Per FSA contract		
1		\$ 121,332.90	\$ 121,332.90
*** FINANCING OPTIONS AVAILABLE FOR MUNICIPAL/UTILITY ENTITIES ***			
* Non- Contract Items carry 5% discount off current MSRP			
** Scheduled price increase per FSA Terms and Conditions, Section 3.06			
Equitable Adjustment			
SubTotal			\$ 121,332.90
Tax			
Total			\$ 121,332.90
Less Down			
Payment			
Balance Due			\$ 121,332.90

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.G.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Partial Release of Easement, 34 Greenvale Drive		
Recommended Action	The Site Plan Review Committee recommends to APPROVE a partial easement release for a five-foot portion of a ten-foot drainage and utility easement to construct a pool in the rear yard at 34 Greenvale Drive.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request submitted by the property owner, Willard W. Davis Jr., of property located at 34 Greenvale Drive, for the purpose of releasing a five-foot (5.0') portion of a ten-foot (10.0') drainage and utility easement to construct a pool in the rear yard.

As part of the Ormond Green, Phase II plat, there is a ten-foot drainage and utility easement along the rear property line. The property owners are requesting a five-foot easement release to construct a new pool along the rear property line.

As part of the easement release request, the property owner has provided letters of no objection from the potentially affected utility providers, including FPL, Spectrum (Charter Communications), TECO, and AT&T.

The City's Site Plan Review Committee has reviewed the easement vacation and has no objections to the request.

Financial Impact

None

Citizen Impact

None

Attachments

1. 25-193 34 Greenvale Drive - Partial Easement Release (P25-0166G)
2. Planning - 34 Greenvale Drive Partial Easement Release P25-0166G
3. Exhibit A, Sketch and Legal Description
4. Site aerial, 34 Greenvale Drive
5. Letters of No Objections, 34 Greenvale Drive

RESOLUTION NO. 2025-193

A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF WILLARD W DAVIS JR. AND CRYSTAL D DAVIS RELEASING A PORTION OF A TEN FOOT (10.0') DRAINAGE AND UTILITY EASEMENT LOCATED ALONG THE REAR PROPERTY LINE OF LOT 77 ORMOND GREEN PHASE II (34 GREENVALE DRIVE); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute that Quitclaim Deed in favor of Willard W Davis Jr. and Crystal D Davis, a copy of which is attached hereto and incorporated herein by reference, for the purpose of releasing a five-foot (5.0') portion of a ten-foot (10.0') drainage and utility easement along the rear yard of the property described therein for drainage and utility purposes, said property being commonly located at 34 Greenvale Drive, Volusia County Parcel ID Number 4124-08-00-0770.

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

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

APPROVED AND AUTHENTICATED this 2nd day of December, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

ANN-MARGRET EMERY, ESQUIRE

Florida Bar. No 881546

P.O. Box 277

Ormond Beach, FL 32175-0277

689-285-5936

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this _____ day of December 2025, by the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose post office address is 22 South Beach Street, Ormond Beach, Florida 32174 ("the Grantor"), to **WILLARD W DAVIS JR. AND CRYSTAL D DAVIS**, whose post office address is 34 Greenvale Drive, Ormond Beach, Florida 32174 ("the Grantee"):

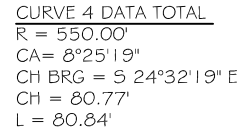
WHEREAS, the Grantee is the owner of certain land by virtue of that Warranty Deed dated September 26, 2017 and recorded at Book 7455, Page 3232 of the Public Records of Volusia County, Florida, said land being legally described within as follows: "Lot 77 The Ormond Green Phase II, a subdivision according to plat thereof as recorded in Plat Book 47, Page 102, in the Public Records of Volusia County, Florida."

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees forever, all of the right, title, interest, claim and demand which the Grantor has in and to the five-foot (5.0') portion of the drainage and utility easement along the rear yard on a portion of that real property described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (34 Greenvale Drive, Ormond Beach, Volusia County, Florida [Parcel ID # 4124-08-00-0770]).

THE PURPOSE OF THIS QUITCLAIM DEED IS TO RELEASE ANY INTEREST WHICH THE CITY OF ORMOND BEACH MAY HAVE IN AND TO THE USE OF THE AFOREDESCRIBED REAL PROPERTY FOR A PORTION OF THE FIVE (5') FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE REAR YARD.

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

Page 357 of 2279



CURVE 3 DATA
R = 555.00'
CA = 7°23'22"
CH BRG = S 24°32'19" E
CH = 71.53'
L = 71.58'

CURVE 1 DATA
R = 555.00'
CA = 0°30'58"
CH BRG = N 28°29'29" W
CH = 5.00'
L = 5.00'

CURVE 10 DATA
R = 550.00'
CA = 8°25'20"
CH BRG = S 32°57'38" E
CH = 80.77'
L = 80.85'

CURVE 9 DATA
R = 660.00'
CA = 8°25'20"
CH BRG = S 32°57'38" E
CH = 96.93'
L = 97.02'

CURVE 6 DATA
R = 550.00'
CA = 8°25'19"
CH BRG = S 16°06'59" E
CH = 80.77'
L = 80.84'

CURVE 7 DATA
R = 660.00'
CA = 8°25'19"
CH BRG = S
16°07'00" E
CH = 96.93'
L = 97.01'

CURVE 2 DATA
R = 560.00'
CA = 7°23'56"
CH BRG = N 24°32'18" W
CH = 72.26'
L = 72.31'

CURVE 8 DATA
R = 660.00'
CA = 8°25'19"
CH BRG = S 24°32'19" E
CH = 96.93'
L = 97.01'

GREENVALE DRIVE

N 69°40'21" E (RADIAL)
5.00' UTILITY AND DRAINAGE EASEMENT (P)
5.00' UTILITY AND DRAINAGE EASEMENT (P)
110.00'
N 69°40'21" E (RADIAL)
CURVE

S 61°15'02" W (C) (RADIAL)
N 61°05'02" E (P) (NON-RADIAL)
5.00' UTILITY AND DRAINAGE EASEMENT (P)
5.00' UTILITY AND DRAINAGE EASEMENT (P)
110.00'

$$\frac{50,000}{P}$$

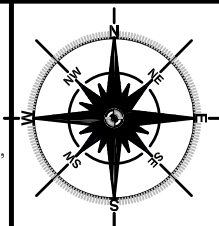
SKETCH

WO# H250905

SHEET 1 OF 2

SUBJECT

34 GREENVALE DR.
ORMOND BEACH, FL 32174,
TAX ID:412408000770



Harts Progressive Enterprise Inc.
Land Surveyors * Mappers * Drafting

629 Overlook Trail, Port Orange, FL 32127
(386)767-2776 FAX (386)767-2776 LB# 7743

Visit us at: www.hartsprogressive.com

© 2025

OW BY : WSH
DATE: 09/10/2025

SKETCH / MAP

FILE: ORMOND BEACH
O-99-P2-77

DESCRIPTION

A PORTION OF A PLATED EASEMENT ALONG THE REAR OF LOT 77, THE ORMOND GREEN PHASE II, AS SHOWN ON PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 47, AT PAGE 102, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, BEING MORE PARTIALLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 77 OF AFORESAID SAID SUBDIVISION RUN THENCE S 61°15'02" W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 77, FOR A DISTANCE OF 5.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 0°30'58", A CHORD BEARING OF N 28°29'29" W, A CHORD DISTANCE OF 5.00, FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 5.00 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 61°15'02" W PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 77 FOR A DISTANCE OF 5.00 FEET TO A CURVE CONCAVE NORTHEASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 7°23'56", A CHORD BEARING OF N 24°32'18" W, A CHORD DISTANCE OF 72.26 FEET; THENCE ALONG SAID CURVE FOR A DISTANCE OF 72.31 FEET TO A POINT THAT IS ON THE SOUTHWESTERLY LINE OF A 5.00 FEET PLATED UTILITY AND DRAINAGE EASEMENT; THENCE N 69°40'21" E NON- RADIAL WITH AFORESAID CURVE FOR A DISTANCE OF 5.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 07°23'22", A CHORD BEARING OF S 24°32'19" E, A CHORD DISTANCE OF 71.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 71.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

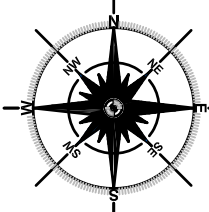
GENERAL NOTES:

1. BEARING STRUCTURE (S 01°16'16" E) ALONG THE NORTH RIGHT OF WAY LINE OF GREENVALE DRIVE, AS SHOWN ON PLAT OF RECORD.
2. LEGAL DESCRIPTION NEW FOR VACATION OF A PORTION OF A DRAINAGE AND UTILITY EASEMENT
3. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS (), WHEN DIFFERS FROM MEASURED.
4. LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT, PLAT PREPARED BY A. A. WILBERT LS 2620. DATED 10-15-1999. EASEMENTS SHOWN TAKEN FROM PLAT OF RECORD. NOTE: I FOUND VARIOUS ERRORS IN THIS PLAT WHEN USING THE DATA ON THE PLAT. THIS INCLUDE A BEARING SHOWN ON THE PLAT AS N 61°05'02" E ALONG THE SOUTHEASTERLY LINE OF LOT 77. THIS BEARING SHOULD READ N 61°15'02" E MAKE IT RADIAL WITH THE CURVES ON EACH END OF THE LINE. THE CORRECTED BEARING WORKS WITH THE GEOMETRY OF THE OTHER LINES SHOWN ON THE PLAT.

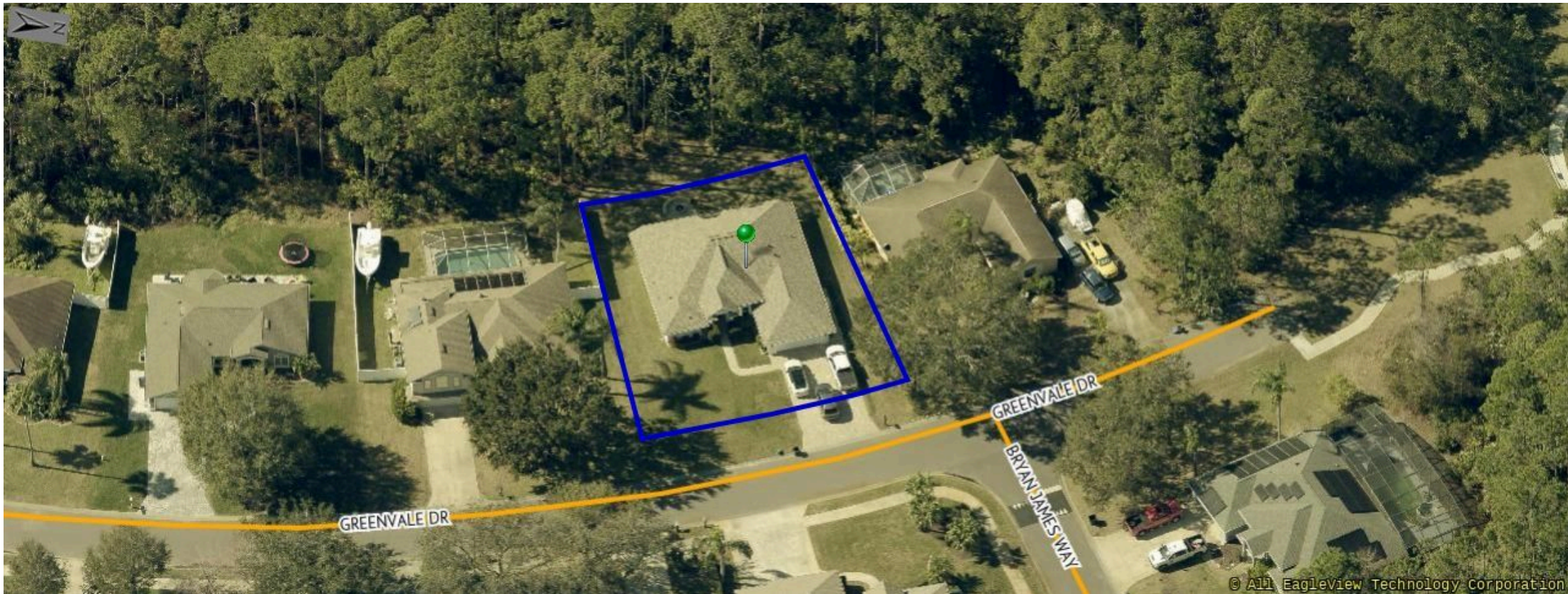
ABBREVIATIONS / LEGEND

CL CENTER LINE	LS ...LICENSED SURVEYOR	OR ...OFFICIAL RECORDS BOOK
(D) ... DESCRIPTION OR DEED	R... RADIUS	OA... OVERALL
FAX... FACSIMILE	CA... CENTRAL ANGLE	(P) PLAT
FL ...FLORIDA	CH BRG... CHORD BEARING	PG ... PAGE
LB ...LICENSED BUSINESS	CH... CHORD DISTANCE	P. O. ... POST OFFICE
LC ...LICENSED CORPORATION	L... LENGTH OF ARC	PRC ...POINT OF REVERSE CURVE
(C) ... CALCULATED	PT ... POINT OF TANGENCY	+/- ... MORE OR LESS
RW ...RIGHT-OF-WAY	(NR) NON RADIAL	
SQ FT SQUARE FEET	WO# ... WORK ORDER NUMBER	
	P.S.M. PROFESSIONAL SURVEYOR & MAPPER	

SHEET 2 OF 2

TYPE OF SURVEY: SKETCH NOT A SURVEY				Harts Progressive Enterprise Inc. Land Surveyors * Mappers * Drafting 629 Overlook Trail, Port Orange, FL 32127 (386)767-2776 FAX (386)767-2776 LB# 7743 Visit us at: www.hartsprogressive.com © 2025	
WO# H250905		THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 472, FLORIDA STATUTES.			
SUBJECT 34 GREENVALE DR. ORMOND BEACH, FL 32174, TAX ID:412408000770		William S Hart Digitally signed by William S Hart Date: 2025.09.10 08:33:21 -04'00'		REPORT DATED: 09/10/2025 PSM 3905 WILLIAM S HART	
OW BY : WSH DATE: 09/10/2025		DESCRIPTION		FILE: ORMOND BEACH O-99-P2-77	

34 Greenvale Drive





AT&T Enterprises, LLC
National Construction
Engineering/Right of Way
3450 Riverwood Parkway
Room 162
Atlanta, GA 30339

Office 404-853-0924
Email: lo5651@att.com

September 10th, 2025

Mr. Willard Davis
34 Greenvale Dr.
Ormond Beach, FL 32174

Re: Letter of No Objection to Proposed Release of 5' Utility Easement at 34
Greenvale Dr., Ormond Beach, FL 32174 (Parcel ID: 412408000770)

Dear Mr. Davis:

On behalf of AT&T Enterprises, LLC, successor to AT&T Corp., dba AT&T Enterprises Florida, LLC, this letter shall serve as notice of "no objection" to the following:

1. No objection for the proposed release of a 5-foot portion of an existing 10-foot utility easement located along the rear property line at 34 Greenvale Dr., Ormond Beach, FL 32174.

AT&T Enterprises Florida, LLC, does not have any AT&T Long Haul facilities within the 10-foot utility easement and has no current or future interest in said utility easement.

If you have any questions, feel free to send me an email at lo5651@att.com or call me at (404) 853-0924.

Sincerely,

Luis J. Ortega
Right of Way Management

September, 17th 2025

Willard Davis
34 Greenvale Dr.
Ormond Beach, FL 32174
willarddavis@live.com
706-315-1279

RE: PROPOSED VACATION OF RIGHT OF WAY OF A PART OF PARTS OF DESCRIPTION

A PORTION OF A PLATED EASEMENT ALONG THE REAR OF LOT 77, THE ORMOND GREEN PHASE II, AS SHOWN ON PLAT OR MAP THEREOF AS RECORDED IN MAP BOOK 47, AT PAGE 102, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, BEING MORE PARTIALLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 77 OF AFORESAID SAID SUBDIVISION RUN THENCE S 61°15'02" W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 77, FOR A DISTANCE OF 5.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 0°30'58", A CHORD BEARING OF N 28°29'29" W, A CHORD DISTANCE OF 5.00, FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 5.00 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 61°15'02" W PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 77 FOR A DISTANCE OF 5.00 FEET TO A CURVE CONCAVE NORTHEASTERLY AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 7°23'56", A CHORD BEARING OF N 24°32'18" W, A CHORD DISTANCE OF 72.26 FEET; THENCE ALONG SAID CURVE FOR A DISTANCE OF 72.31 FEET TO A POINT THAT IS ON THE SOUTHWESTERLY LINE OF A 5.00 FEET PLATED UTILITY AND DRAINAGE EASEMENT; THENCE N 69°40'21" E NON- RADIAL WITH AFORESAID CURVE FOR A DISTANCE OF 5.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 07°23'22", A CHORD BEARING OF S 24°32'19" E, A CHORD DISTANCE OF 71.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 71.58 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION COMMENCING FROM THE NORTHEAST CORNER OF PARCEL # 6006011250010 TO SOUTHERN BORDER OF PARCEL 600601390010, A 55 FOOT RIGHT OF WAY, RUN WESTERLY FOR APPROXIMATELY 625 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHWEST CORNER OF PARCEL 600601370010 AND NORTHWEST CORNER OF PARCEL 600601210010. ALSO, FROM THE NORTHWEST CORNER OF PARCEL 600601250010 TO THE NORTHEAST CORNER OF PARCEL 600601210060, A 55 FOOT RIGHT OF WAY, RUN SOUTH ALONG RIGHT OF WAY APPROXIMATELY 300' TO THE SOUTHWEST CORNER OF PARCEL 600601250010

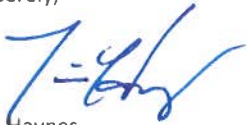
To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the Right of Way easement in the above paragraph.

If you have any questions regarding this, please contact me.

Sincerely,



Tim Haynes

Charter Spectrum

Construction Supervisor

(386) 414-5078



October 1, 2025

Willard Davis
34 Greenvale Dr.
Ormond Beach, FL, 32174

Dear Willard Davis,

This letter is in response to your request for the release of a platted utility easement.

In meeting with your request, FPL has no objection to releasing our rights in the platted utility easement known as "The Ormond Green Phase 2" in Plat Book 47, Page 102 of the Public records of Volusia County .

The release is restricted to the following description:

A portion of a platted easement along the rear lot 77 the Ormond green phase two as shown on plot or map thereof as recorded in map book 4-7 at page 102 of the public records of Volusia County Florida being more part partially described as the follows as a point of reference commence at the most northeasterly corner of said lot 77 of said subdivision run S 61° 15 feet and two inches along the southeastern line of said lot 77 for a distance of five feet to a point on a curve concave northeasterly and to the right of said curve having radius of 555 feet a central angle of 0° thirty feet and 58 inches accord bearing of north 28 degrees 29 feet and 29 inches West accord distance of five feet thence along the arc of said curve from a distance of five feet for the point of beginning of this description S 61 degrees 15 feet and two inches W parallel with the southeastern line line of said law 77 for a distance of five feet to a curve concave northeastern lane and to the right said curve having a radius of 560 feet a central angle of seven degrees 23 feet and 56 inches accord bearing of N 24 degrees 32 feet and 18 inches WA cord distance of 72.26 feet along said curve for distance of 72.31 feet to a point that is on the southeastern line of a 5 feet platted utility and drainage easement N 69 degrees 40 feet and 23 inches E non radial with a curve 40 distance 5 feet to a point on a curve concave northeasterly and to the left of said curve having radius of 555 feet with a central angle of seven degrees 23 feet and two inches accord bearing S 24 degrees 32 feet 715 inches E accord distance of 71.35 feet hence alongside curve for a distance of 71.58 feet to the point of the beginning of this description.

Parcel ID: 16-13-31-2000-00030-0100

Should you have any questions or concerns, please do not hesitate to contact
Elizabeth Nogues at 407-328-1899.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Zehnder', written over a horizontal line.

Joshua Zehnder
Engineering Lead



September 10, 2025

To: Will Davis
706-315-1279

Re: Vacate Of Easement
Address: 34 Greenvale Dr., Ormond Beach, FL 32174

To Whom It May Concern,

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Briana Velez".

Briana Velez
Peoples Gas Systems- Engineering
8416 Palm River Rd, Tampa FL 33619
Office: (813)275-3700 ext:53700
Cell: (813)460-2040



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.H.
Section	CONSENT AGENDA	Category	Consent - Resolution
Subject	Corporate Name Change - Engineering Consultant		
Recommended Action	Staff recommends approval of the contract amendment to reflect the Consultant's new corporate name.		
Strategic Goal	Governance - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

On May 21, 2024, the City entered into a continuing contractual agreement with Universal Engineering Sciences, LLC to provide environmental and geotechnical services.

The Consultant recently notified the City they changed their corporate name to UES Professional Solutions, LLC. There has been no change in the firm's personnel or operations as a result of this name change.

The City Attorney's office has prepared an Amendment to Continuing Contract for Environmental and Geotechnical Services for the limited purpose of acknowledging the new corporate name of the consultant.

Financial Impact

None

Citizen Impact

None

Attachments

1. 25-194 Universal Eng Name Change- UES Prof Sol (P25-0154G)
2. UES Amendment
3. Sunbiz LLC Name Change Amendment

RESOLUTION NO. 2025-194

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTINUING CONTRACT FOR ENVIRONMENTAL AND GEOTECHNICAL SERVICES BETWEEN THE CITY AND UNIVERSAL ENGINEERING SCIENCES, LLC FOR THE LIMITED PURPOSE OF ACKNOWLEDGING THE CORRECT IDENTITY OF THE ENTITY PROVIDING ENVIRONMENTAL AND GEOTECHNICAL SERVICES UNDER THE AGREEMENT; ACKNOWLEDGING A NAME CHANGE FROM UNIVERSAL ENGINEERING SCIENCES, LLC TO UES PROFESSIONAL SOLUTIONS, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2024-82, the City Commission authorized a Continuing Contract for Environmental and Geotechnical Services between the City and Universal Engineering Sciences, LLC and

WHEREAS, on or about May 3, 2024, Universal Engineering Sciences, LLC filed Articles of Amendment with the Secretary of State of the State of Florida changing its name to UES Professional Solutions, LLC, a copy of said of Articles of Amendment being attached hereto and incorporated herein by reference; and,

WHEREAS, the City Commission of the City of Ormond Beach desires to execute an Amendment to the Continuing Contract for Environmental and Geotechnical Services for the limited purpose of acknowledging the correct identity of the entity providing environmental and geotechnical services under the said agreement; now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an Amendment to the Continuing Contract for Environmental and Geotechnical Services for the limited purpose of acknowledging the correct identity of the entity providing environmental and geotechnical services to the City of Ormond Beach from Universal Engineering Sciences, LLC to UES Professional Solutions, LLC. A copy of said Amendment is attached hereto and is incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 2nd day of December, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN DAUDERIS
City Clerk

**AMENDMENT TO
CONTINUING CONTRACT FOR ENVIRONMENTAL
AND GEOTECHNICAL SERVICES**

THIS AMENDMENT TO CONTINUING CONTRACT FOR ENVIRONMENTAL AND GEOTECHNICAL SERVICES is entered by and between the **City of Ormond Beach, Florida** (hereinafter referred to as “City”), and **UES Professional Solutions, LLC**, (hereinafter referred to as “Consultant”) for the purposes stated herein, as follows:

WHEREAS, the City of Ormond Beach and Universal Engineering Sciences, LLC are parties to a Continuing Contract for Environmental and Geotechnical Services dated May 21, 2024 (a copy of said contract is attached hereto and incorporated herein by reference), and

WHEREAS, Consultant recently notified the City that it had filed Articles of Amendment with the Secretary of State for the State of Florida changing its corporate name to UES Professional Solutions, LLC, and

WHEREAS, the City Commission of the City of Ormond Beach and UES Professional Solutions, LLC desire to amend the subject Continuing Contract for Environmental and Geotechnical Services for the limited purpose of acknowledging the new corporate name under which the Consultant will provide environmental and geotechnical services for the City of Ormond Beach; now therefore,

1. The introductory paragraph of that certain Continuing Contract for Environmental and Geotechnical Services between the City and Universal Engineering Sciences, LLC is hereby amended to read as follows:

THIS AGREEMENT is made and entered into by and between UES PROFESSIONAL SOLUTIONS, LLC duly authorized to conduct business in the State of Florida, whose address is 4205 Vineland Road, Suite L1, Orlando, Florida 32811, hereinafter called “CONSULTANT”, and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida, 32174, hereinafter called “CITY”.

2. Paragraph 34 of said Agreement is hereby amended to read as follows:

SECTION 34. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:
City of Ormond Beach
City Engineer
Engineering Division
22 South Beach Street, Suite 104
Ormond Beach, FL 32174

For CONSULTANT:
UES Professional Solutions, LLC
4205 Vineland Road
Suite L1
Orlando, FL 32811

3. All other terms and conditions of the subject Continuing Contract for Environmental and Geotechnical Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by the undersigned officials as of the date listed below.

DATED this _____ day of _____, 2025.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

JASON LESLIE
Mayor

By: _____

Print Name: _____

JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2025.

Witnesses:

UES PROFESSIONAL SOLUTIONS, LLC

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

CITY OF ORMOND BEACH
CONTINUING CONTRACT FOR ENVIRONMENTAL AND
GEOTECHNICAL SERVICES
RFQ 2023-16

THIS AGREEMENT is made and entered into this 21 day of May 2024, by and between UNIVERSAL ENGINEERING SCIENCES, LLC duly authorized to conduct business in the State of Florida, whose address is 4205 Vineland Road, Suite L1, Orlando, Florida, 32811, hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

WITNESSETH:

WHEREAS, CITY desires to retain the services of a competent and qualified CONSULTANT to provide professional services which shall include, but not be limited to Environmental: Phase I & II site assessments, site remediation, wetland and threatened and endangered species studies, and groundwater remediation, and Geotechnical: subsurface investigation, drilling, and analysis, soil property testing, construction and materials testing, foundation design analysis, pavement evaluation, permeability evaluations, threshold inspections, site feasibility studies, and values engineering analysis; and

WHEREAS, CITY requested pursuant to RFQ No. 2023-16, qualifications from consultants interested in providing professional services to the City and in accordance with, and subject to the limitations of the Consultants Competitive Negotiation Act, Section 287.055 and Section 287.057, Procurement of Contractual Services, Florida Statutes, or as amended, for projects in which the estimated construction cost of each individual project under the contract

does not exceed 4 million, or for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000.00 (or as amended by law) and

WHEREAS, CITY received a letter of interest and qualifications from CONSULTANT; and

WHEREAS, CONSULTANT is competent and qualified to furnish services to CITY and desires to provide professional services according to the terms and conditions stated herein, and

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

SECTION 1. SERVICES. CITY does hereby retain CONSULTANT to furnish professional Environmental and Geotechnical services. Required services shall be specifically enumerated, described, and depicted in the Work Authorizations authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the RFQ package and all addenda thereto. This Agreement standing alone does not authorize the performance of any work or require CITY to place any orders for work.

SECTION 1a. MISCELLANEOUS SERVICES. From time to time the CITY may require assistance from the CONSULTANT for miscellaneous small projects unrelated to an on-going project for which a Work Authorization has been approved. The small projects may include inspections, attendance at meetings, review of developer's plans, review of the CITY's facilities or other small matters as requested by the CITY. The CONSULTANT shall provide these services only when authorized by the City Manager, or her designee. The CONSULTANT shall invoice the CITY on a monthly basis for such miscellaneous services. There is hereby granted a general authorization for up to \$7,500.00 for such services in each fiscal year. In the event there is a need to increase the general authorization amount in any fiscal year, the City Manager shall obtain approval from the City Commission prior to paying in excess of \$7,500.00 for such services in any

fiscal year. Each invoice submitted for miscellaneous services shall detail what services were performed and by whom.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall remain in effect until terminated by either party with thirty (30) days written notice. Except as provided by Section 12 of this Agreement, termination of this Agreement shall have no effect upon Work Authorizations issued prior to termination or obligations there under.

SECTION 3. AUTHORIZATION FOR SERVICES.

1. Prior to authorization for professional services by the CONSULTANT:
 - (a) The CITY and CONSULTANT shall develop a well defined project description and complete understanding of the scope of services to be provided; and
 - (b) The CONSULTANT shall provide the CITY with a detailed fee proposal that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. If the fee proposal is accepted by the CITY, the CITY shall issue and execute a written Work Authorization to be signed by CONSULTANT.
 - (c) Based on the nature and cost of the services, the CITY may obtain an independent fee estimate to evaluate the reasonableness of the CONSULTANT's estimate.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work, and state the percentage of the total scope assigned to each phase.
 - (c) The dates for commencement and completion of work.

- (d) The amount and method of compensation (Fixed Fee or Time Basis Method with a Not-to-Exceed amount).
- (e) A fee schedule which shall be attached and incorporated into the Work Authorization that provides the total estimated work hours for each phase of services, the cost per hour charged for each professional or technician, and an itemized description of reimbursable expenses, if any. Even if the manner of compensation is fixed fee, a fee schedule is required as justification for the fixed fee charged.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for CITY during the life of this Agreement. CITY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Authorizations as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. CITY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method".

(a) If the Scope of Services required to be performed by a Work Authorization is clearly defined, the Work Authorization shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Authorization, but in no event shall CONSULTANT be paid more than the Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Authorization may be issued on a Time Basis Method and contain a Not-to-Exceed amount. The CONSULTANT shall be compensated for actual hours incurred in accordance with the fee schedule attached and incorporated into the Work Authorization. CONSULTANT shall perform all work required by the Work Authorization and compensated for actual hours incurred, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Authorization.

The CITY shall not compensate CONSULTANT for any changes in scope, time, or price that have not been preapproved in writing by the CITY.

SECTION 6. REIMBURSABLE EXPENSE.

Costs to the CONSULTANT for the performance under the Work Authorization are reimbursable if they have been included in the Work Authorization as a reimbursable expense and subject to the limits as follows:

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

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

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

billed and will not pay any "up charges" or any cost over and above the CONSULTANT's actual cost.

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

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

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

SECTION 7. PAYMENT AND BILLING.

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

(b) For Work Authorizations issued on a Time Basis Method with a Not-to- Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by CITY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Authorization shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to CITY a properly dated itemized invoice describing any services rendered, the cost of the

services, the name and address of CONSULTANT, and all other information required by this Agreement.

The invoice shall be sent to:

City of Ormond Beach
Engineering Division
22 South Beach Street, Suite 104
Ormond Beach, Florida 32174

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

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

SECTION 8. PAYMENT AND BILLING DISPUTES/AUDIT.

(a) If CONSULTANT disputes any determination by the CITY project manager that some or all of an invoice shall not be paid, the determination shall be appealed by the CONSULTANT to the City Manager within fifteen (15) days of notification to the CONSULTANT that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. The

parties agree that any appeal of the decision of the City Manager shall be by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

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

(c) In addition to the above, if federal or state funds are used for any work under the Agreement, their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

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

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

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT'S services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of CITY after final payment is made to CONSULTANT.

SECTION 11. EXPERT WITNESS. CONSULTANT shall serve as an expert witness for the CITY in any legal proceeding regarding projects undertaken pursuant to this Agreement. The

expert witness fee for CONSULTANT shall be at the same hourly rate as provided in the fee schedule attached and incorporated into the Work Authorization, up to a maximum of One Thousand Dollars (\$1,000.00) for any one day. This clause survives termination of the Agreement.

SECTION 12. TERMINATION.

(a) Either party to this Agreement may terminate this Agreement with thirty (30) days written notice to the other. In addition, the CITY may, by written notice to CONSULTANT, terminate any Work Authorization issued hereunder, in whole or in part, at any time, either for CITY's convenience or because of the failure of CONSULTANT to fulfill its obligations. Upon receipt of notice from the CITY to terminate the Agreement or any Work Authorization, CONSULTANT shall:

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

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

(b) If the termination is for the convenience of CITY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by CITY, contemplated by this Agreement.

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

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

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

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

SECTION 13. AGREEMENT AND WORK AUTHORIZATION IN CONFLICT.

Whenever the terms of this Agreement conflict with any Work Authorization issued pursuant to it, the Agreement shall prevail.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONSULTANTS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subconsultants or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of CITY. If subconsultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subconsultants or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY/ LOSS CONTROL SAFETY.

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

SECTION 17. INSURANCE.

1. General. CONSULTANT shall maintain the minimum insurance requirements established by City Resolution, and any amendments to thereto. The CONSULTANT, including service-related CONSULTANTS, shall purchase and maintain for the entire life of the Project,

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

2. Types of Insurance and Limits of Liability

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

3. Requirements for Certificates of Insurance

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

4. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

SECTION 18. AVAILABILITY OF FUNDS. The obligations of the CITY under this Contract are subject to the availability and appropriation of funds by and in the sole discretion of the City Commission of Ormond Beach.

SECTION 19. REPRESENTATIVES OF CITY AND CONSULTANT.

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

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

SECTION 20. LIAISON. During the course of providing any services under this Agreement, the CONSULTANT shall maintain liaison with the CITY and the City Commission,

and to meet with them for consultation or conferences, including but not limited to public hearing/presentations before the City Commission or any City advisory board, when requested by the CITY. Any compensation for such liaison shall be included in the fee negotiated in advance of the time of providing service.

SECTION 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.

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

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

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

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

SECTION 23. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 24. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

SECTION 25. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 26. SERVICES NOT PROVIDED FOR. CONSULTANT shall have no claim for services furnished by CONSULTANT not specifically provided for herein or by fully executed Work Authorization.

SECTION 27. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.
CONSULTANT expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

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

provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY.

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

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

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

Ref: Fla. Stat. §119.0701(2022)

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration

contingent upon or resulting from the award or making of this Contract. In the event of a breach of this provision, the CITY shall have the right in its sole discretion to immediately terminate this Contract without liability of any kind whatsoever, and to deduct the full amount of any such fee, commission, percentage, gift, or consideration from any amount due under the Contract, or to bring any action at law or in equity as it may determine appropriate.

SECTION 30. CONFLICT OF INTEREST. The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person or entity having any interest shall be employed for this purpose.

SECTION 31. FEDERAL AND STATE TAX. The CITY is exempt from State Sales Tax Payment. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

SECTION 32. TRUTH-IN-NEGOTIATION CERTIFICATE. The execution of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of any specific Work Authorization. CONSULTANT's rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to CONSULTANT. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

SECTION 33. ENFORCEMENT COSTS / VENUE / WAIVER OF JURY TRIAL. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover, from the losing party, reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including costs and expenses related to appeals, incurred in that action or proceeding, in addition to any other relief to which such party is entitled.

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

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION.

SECTION 34. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

City of Ormond Beach
City Engineer
Engineering Division
22 South Beach Street, Suite 104
Ormond Beach, Florida 32174

For CONSULTANT:

Universal Engineering Sciences, LLC
4205 Vineland Road
Suite L1
Orlando, Florida, 32811

SECTION 35. SURVIVAL OF TERMS / SEVERABILITY. The terms of this Agreement shall survive the expiration or termination of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 36. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 37. STATE OR FEDERAL FUNDING. If federal or state funds/grants are wholly or partially funding the consideration of this Agreement, the parties mutually agree and cooperate fully to amend this Agreement to add any state or federally mandated clauses, or otherwise amend where necessary, as required by the state or federal conditions for funding.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
on the date below.

DATED this 21 day of May, 2024.

Witnesses:

CITY OF ORMOND BEACH

Taylor Cochet
Print Name

By: Bill Partington
BILL PARTINGTON
Mayor

Ashtley Clements
Print Name

Attest: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

DATED this 11 day of April, 2024.

Witnesses:

UNIVERSAL ENGINEERING SCIENCES, LLC

Andrea Lepak
Print Name

By: Brian C. Pohl
Brian C. Pohl
Print Name
Branch Manager
Title

Cody Wilson
Print Name

Attest: Carleen Eberhardt
Carleen Eberhardt
Print Name
Office Manager
Title

L20000003595

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

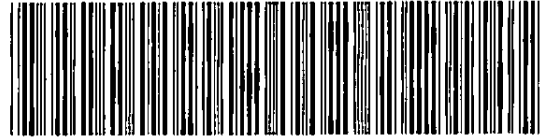
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700428439237

RECEIVED
MAY -3 AM 8:49
STATE
FL

RECEIVED
2024 MAY -3 PM 4:34
DIRECTOR'S OFFICE
CORPORATIONS
TALLAHASSEE, FLORIDA

K. HUNT
05/03/24



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
P: 866.625.0838
F: 866.625.0839
COGENCYGLOBAL.COM

Account#: 120000000088
If there are any issues
please contact Patrice at
850-202-9071

Date: 05/03/2024

Name: Patrice Rush

Reference #: 2343271

Entity Name: UES PROFESSIONAL SOLUTIONS, LLC

☐ Articles of Incorporation/Authorization to Transact Business

☒ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☐ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other PLEASE PROVIDE CERTIFIED COPY

2024-03-03 AM 8:49
STATE
TALLAHASSEE, FL

Authorized Amount: \$55.00

Signature: 

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

Universal Engineering Sciences, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 01/06/2020 and assigned Florida document number L20000003595.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

UES Professional Solutions, LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If attaching Authorized person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change

MISSISSAUGA, ONTARIO
MAY 13 2014 8:49 AM
STATE OF MISSISSAUGA

3
AH B: 4,9
STATE
FL

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Page 400 of 2279



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.I.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Intent to Bid - Annual Fourth of July Aerial Fireworks Display		
Recommended Action	It is staff's intent to proceed with the advertisement of RFP No. 2026-07 for the City's annual aerial fireworks display, unless otherwise directed.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

The purpose of this item is to provide notice of the City's intent to bid the Annual Fourth of July Aerial Firework Display services. RFP 2026-07 will be advertised on December 7, 2025, with an RFP opening on January 7, 2026.

July 4th fireworks hold special significance for a city because they celebrate our nation's independence, bring the community together, and promote civic pride. The City's annual celebration strengthens community bonds by giving families and neighbors a place to gather, celebrate, and recognize the history and values that unite us. Additionally, the event boosts the local economy by attracting visitors and increasing business for local restaurants, shops, and vendors. And, providing a professional, city-run show helps protect public safety by reducing the use of illegal or unsafe fireworks in neighborhoods. For the upcoming year, staff will also be working with the selected vendor to enhance the event in celebration of our nation's 250th anniversary.

Financial Impact

The budget impact will be determined by the bidders' proposals.

Citizen Impact

The City's annual July 4th fireworks display enhances the city's quality of life, reinforces local traditions, and creates memorable experiences that residents look forward to each year.

Attachments

1. RFP 2026-07



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **ORMOND BEACH AERIAL FIREWORKS DISPLAY**

RFP NUMBER: **2026-07**

RFP OPENING DATE & TIME: **January 7, 2026, 2:00 pm**

RFP OPENING LOCATION: **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 procurement@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.

TERMINATION OF AGREEMENT:

- A. The City Manager shall have the right to terminate the Agreement for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
- B. The City Manager shall have the right to terminate this Agreement for the City's convenience if she determines in her sole discretion that it is in the best interests of the City. In that event,

the City shall only be obligated to Contractor to pay for any unpaid work already satisfactorily performed prior to the notice of termination.

C. This Agreement may not be terminated by the Contractor.

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)610-0400
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.

INTRODUCTION

The City of Ormond Beach is soliciting proposals from qualified fireworks display operators for the annual display of aerial fireworks to be conducted on Independence Day 2026. The fireworks display is to be held each year ¼ mile south of the Granada Bridge, from no less than a 30'x110' barge located in the Halifax River beginning at sharply 9:00 p.m. and continuing for no less than twenty (20) minutes with no period of time from opening to finale where there is not a display in the air.

To be considered, the proposal must be received by the, Purchasing Coordinator, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida, 32174, on or before January 7, 2026 at 2:00 P.M. Responses shall be submitted in sealed envelopes and clearly identified as "ORMOND BEACH AERIAL FIREWORKS DISPLAY" and reference RFP No. 2026-07 on the outside of the envelope. All proposals received after the specified time and date will not be accepted. The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. 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.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

NATURE OF SERVICES REQUIRED

General

It is the intent of the City of Ormond Beach, Florida to award a contract to the successful bidder of this request for proposals to provide the annual aerial The Independence Day fireworks display. The awarded firm shall furnish all labor, materials, equipment and services in accordance with, but not limited to, the guidelines in the Scope of Work.

Background

The City of Ormond Beach is a Florida Municipal Corporation, which operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission appointed City Manager. The City provides a comprehensive array of services including police, fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, a solid waste utility and a municipal airport.

The City of Ormond Beach is located in Volusia County, along the Atlantic coast of Florida. The City has an estimated population of 43,500 living within an area of approximately 36 square miles.

The City of Ormond Beach produces a (4) hour Independence Day Celebration on July 4th annually. The celebration consists of bands, food vendors, children's activities and no less than a (20) minute aerial fireworks display showcasing the parks surrounding the Granada Bridge. An estimated 40,000 event goers take part in this annual tradition.

Scope of Work to be Performed

The City of Ormond Beach is requesting proposals for the purpose of providing a Fourth of July Aerial Fireworks Display ("Program") on July 4, 2026, July 4, 2027, July 4, 2028, July 4, 2029, and July 4, 2030. The City's needs are outlined in the following Request for Proposal ("RFP"). The selected firm will be issued an initial two (2) year contract for services with possible extensions as outlined in the agreement. This agreement is not anticipated to exceed July 4, 2030.

It is expected that the vendor(s) will satisfy the following requirements:

1. Produce a digital musical program for broadcast to synchronize for the entire display.
2. Provide, deliver and secure fireworks to the designated point of fire area.
3. Provide sufficient staff to set-up and fire display.
 - a. The pyro-technicians shall be certified and experienced in major electronically fired shows and in the handling, transporting and discharge of fireworks.
 - b. Provide a barge and tug company consisting of no less than a 30'x 110' with tug and crew for the duration of the event.
 - c. Display shall begin promptly at 9:00pm local time.
4. Provide an on-site inventory check of shells with assigned City staff at 10:00am. All fireworks packages shall be clearly labeled as to size, Type, quantity and country of origin.
5. Provide the shooter with a working cellular phone, and provide the designated City personnel with the cellular phone number.
6. Provide to the designated City staff on the day before the event, prior to inventory check, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.
7. Provide to the City, as early as possible, but no less than three (3) weeks prior to the event, a copy of all applicable permits (Fire, Coast Guard, local, state). Provide compliance with all state and local requirements.
8. Provide to the City a copy of the approved fireworks permit submitted to the Fire Prevention Department, as early as possible, but no less than three (3) weeks prior to the event.

9. Allow total access of contractor operations to the City of Ormond Beach Fire/Police and Leisure Services Departments at all times on the day of the display.
10. Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather.
11. Provide any and all other equipment required to provide fireworks display in accordance with RFP specifications shall be provided by the Contractor.

TERM OF AGREEMENT

The initial term of this contract shall be for a two (2) year agreement with a three (3) year renewal option. The term shall begin July 1 and conclude July 5 to permit for installation, execution and removal of the show. All terms and conditions shall remain firm for the initial two (2) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding. The City of Ormond Beach reserves the right to terminate this agreement, with or without cause, with thirty (30) days notification.

PROPOSAL REQUIREMENTS

Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

1. Title Page: Title page marked, "Proposal for Ormond Beach Aerial Fireworks Display," the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
2. Table of Contents: Include a clear identification of the material included in the proposal by page number.
3. 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.
4. Profile of Proposer: State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.
5. Technical Proposal: This detailed proposal should follow the order set forth in Technical Proposal section of this Request for Proposals.

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 386-610-0470, or by e-mail at: procurement@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 January 7th, 2026 at 2:00 P.M.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP by December 28, 2025 at 2:00 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:

Purchasing Coordinator
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 610-0470
procurement@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: Submit one (1) signed original of the complete proposal packet along with one (1) electronic fully complete copy in pdf format on either a CD or thumb drive, by the closing date and time. Both versions must be included in the sealed envelope.

Submit proposals to:

Purchasing Coordinator
City Hall 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.

Technical Proposal General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the fireworks display services of the City of Ormond Beach in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

Independence

The firm should provide an affirmative statement that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. The firm should provide an affirmative statement that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor should certify to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the City of Ormond Beach, Florida. It is

expressly agreed by the firm that in the performance of the services required under this contract, the firm, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the City of Ormond Beach, Florida.

Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Ormond Beach, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents. This section will be scored on the following criteria:

1. Each proposal should include an Executive Summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Proposer's case as to why such Proposer should be selected as the City's Aerial Fireworks Display provider.
2. List those persons who will have the lead in administering the contract, proposed on site technicians, and those who will assist the pyro-technicians during the set-up and show. List name, title or position, and specific duties.
3. Background of your firm including number of years in business, number of personnel, and other pertinent information.
4. Resumes of the primary principals of your company.

5. Performance of other fireworks displays shows, including safety records. Also supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of a fireworks display.
6. Prior failure (if any) to perform awarded contract.
7. Within the past five years, if your company has been cited by any local, state or federal agencies for violations involving safety procedures, please describe the details and outcome, including the agencies name and contact number.
8. References – a minimum of five (5) current (within the last three years) trade/business references including complete and current addresses, contact person(s), telephone and fax numbers, and length of contract.

Proposed Aerial Display

Proposer shall provide details of their proposed July 4th aerial fireworks display. The Proposer shall provide what each section of the program will consist of – the number of shells, size, and length of time. Each shell shall be described, including name, height of firing, color(s), size, sound effect, etc. The show must include opening, main body, and grand finale sequences. It is essential that the following information be included in the submitted proposal:

1. Opening, Main Body, Grand Finale (\$52,000 maximum)
 - Provide for each sequence of the display
 - General description
 - Description of shells proposed
 - Size and number of shells
 - Total number of shells
 - Time duration
 - Barge Rental
2. Total Display Recap
 - Total number of shells by each size
 - Total duration of display.
 - Total cost of display (not to exceed \$52,000)
 - Describe any proposed expanded display in details to include any additional shells and/or changes to shells for basic display.
 - Cost relative renting and operating the barge.
 - Describe details of any changes to time duration for each sequence of the display and total time duration. Please note; a significant display must be in the air from start to finish.

Information and Descriptive Literature

Proposer must submit for evaluation cuts, sketches, videotape, descriptive literature/brochures and technical specifications covering the products offered. Reference literature submitted with a previous proposal or on file with the City will not satisfy this provision.

Action Plan

A detailed, concise action plan for delivery, inventory, communication with staff, set-up, display, clean-up of area and disposal of defective, damaged or unsafe shells. Include safety procedures.

Display Price Adjustments

Proposer shall outline in his/her proposal what cost adjustments would be made to the contracted price of the fireworks display if the City were to encounter various difficulties with contract performance such as, but not limited to:

- Shells, which are not used because of damage, defective firing or other causes.
- Start of show significantly delayed by Contractor (10 minutes or more) or a time break in the show (dead air time).

Please be specific as to how adjustment(s) would be computed. If desired, Proposer may provide examples of adjustments. NOTE: If there is a delay in the show start or a break in the show due to WEATHER conditions, no adjustment will be expected for that delay or break. The City shall still require an adjustment for damaged or un-shot shells, even if there was a weather delay.

In the event the show is completely canceled due to weather conditions, (as determined by City personnel) the City reserves the right to reschedule or to completely cancel the display. Proposer is to outline in the proposal what price, if any, Proposer may charge if show is completely cancelled due to weather conditions.

Exceptions

Incorporation in a proposal of exceptions to any portion(s) of the RFP specifications may invalidate the proposal. Exceptions to the specifications and conditions shall be clearly and specifically noted in the Proposer's RFP on a separate sheet marked **"EXCEPTIONS TO THE SPECIFICATIONS"** and this sheet shall be attached to the proposal. The use of Proposer's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the RFP documents.

Identification of Anticipated Potential Problems

The proposal should identify and describe any anticipated potential problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City of Ormond Beach

Agency's Terms and Conditions

Agencies must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City. Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the City and the selected Agency and shall not be deemed an opportunity to amend the proposal. Agencies may attach other materials that they feel may improve the quality of their responses. However, these materials should be identified as a supplement to their submittal.

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 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.

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:

- Experience/Qualifications/References Weight: **40%**
- Proposed Aerial Display: Qty/Size/Type of Shells Weight: **60%**

Responsive proposals will be ranked in each of the criteria.

The City reserves the following rights:

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; 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.

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

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.

Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.

The City shall be the sole judge of the proposer's qualifications.

EXHIBIT A

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

Requirements for registering a business are as follows:

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

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

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official at (386) 610-0540 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) 610-0540 or btonline@ormondbeach.org

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 from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide",

published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
ORMOND BEACH AERIAL FIREWORKS DISPLAY
RFP No. 2026-07

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)
ORMOND BEACH AERIAL FIREWORKS DISPLAY
RFP No. 2026-07**

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 MUST 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 MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
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

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

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

(print this individual's name and title)

for _____

(print name of entity submitting statements)

whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

County of _____

STATE OF _____

Sworn and subscribed before me this _____ day of _____, 20 by

_____ who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.J.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Intent to Bid - Public Works Generator		
Recommended Action	The City intends to publicly advertise this project for request for bids, unless otherwise directed.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Public Works - Engineering Bob Preis, Utilities Manager		

Summary

This disposition item provides public notice of the City's intent to publicly advertise for bids for the Public Works Generator, RFP No. 2026-12. The current generator, located at Public Works, is a mobile generator unit that was sized and purchased to be used to provide temporary power in the City's production well field in the event of power loss from a storm or other disruption of electrical service. The generator system, proposed in this advertisement for bids, is intended to be a permanently mounted system with an automatic transform switch that can provide for continuous electric services to all departments housed at the public works facility in the event that electric service has been affected.

Financial Impact

Funding in the amount of \$350,000 was included in the Fiscal Year 2025-26, within Fund 409-Water and Wastewater Renewal and Replacement (Capital).

Citizen Impact

A reliable back-up power source for Public Works facilities will provide Staff the ability to respond to emergencies during storms and power outages.

Attachments

1. Bid 2026-12 PW Generator PM
2. Bid 2026-12 PW Generator PLANS

Public Works Generator

Bid No. 2026-12



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

PUBLIC WORKS GENERATOR

Ormond Beach, Florida

TABLE OF CONTENTS

Section No.

Title

BIDDING REQUIREMENTS

00030	Advertisement for Bid
00100	Instructions to Bidders
00300	Bid
00410	Bid Bond

CONTRACT FORMS

00500	Form of Agreement
00610	Performance Bond
00615	Payment Bond
00670	Opinion of Attorney

CONDITIONS OF CONTRACT

00700	General Conditions
00800	Supplementary Conditions
L.W.	Lien Waiver

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01025	Measurement and Payment
01040	Coordination
01050	Field Engineering
01065	Permits and Fees
01200	Project Meetings
01300	Submittals
01340	Shop Drawings
01500	Temporary Facilities and Controls
01600	Materials and Equipment
01630	Substitutions and Product Options
01670	Operating and Maintenance Data
01700	Contract Closeout
01710	Final Cleaning
01740	Warranties

PUBLIC WORKS GENERATOR
Ormond Beach, Florida

TABLE OF CONTENTS (Continued)

Section No.

Title

DIVISION 2 - SITEWORK

02050	Demolition
02100	Clearing and Grubbing
02222	Trenching, Backfilling and Compacting
02801	Restoration of Surface Improvements
02831	Chain Link Fencing and Gates
02930	Grassing

DIVISION 3 - CONCRETE

03300	Concrete
-------	----------

DIVISION 4 through DIVISION 15

(Not Applicable)

DIVISION 16 - ELECTRICAL

16025	Codes, Fees and Standards
16040	Electrical Identification
16050	Basic Materials, Installation and Wiring Methods
16060	Electrical Connection for Equipment
16110	Raceways and Conduits
16120	Wires and Cables
16130	Electrical Boxes and Fittings
16180	Disconnect Switches
16181	Fuses
16450	Grounding
16620	Standby Generator Set – Diesel
16623	Automatic Transfer Switch

APPENDIX

Appendix A	FP&L Requirements.
Appendix B	Generator data.
Appendix C	ATS data.
Appendix D	Main Breaker Data

END
TABLE OF CONTENTS

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Public Works Generator, Bid No. 2026-12** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until January 14, 2026 at 2:00 pm, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Furnish and install a 160 kW diesel generator with sound attenuated enclosure, automatic transfer switch and new electric service equipment at the City's Public Works facility. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 610-0470.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on December 17, 2025 at 10:00 am, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is January 9, 2026 at 4:00pm.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 610-0400
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

7.1 All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to procurement@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 To protect the integrity of the procurement process, respondents, suppliers, contractors, sub-contractors or persons 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.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General

Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list

in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate

seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 102
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request, or consider, a Vendor's social, political, or ideological interests in making a responsibility determination. The low

bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter CONTRACTOR shall sign all and deliver at least two (2) counterparts of the Agreement to OWNER with other Contract Documents attached. Within fifteen (15) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

**SECTION 00300
BID**

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

PUBLIC WORKS GENERATOR

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2026-12

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 180 calendar days after the date when the Contract Time commences to run, and completed within 210 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$ 500.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System
- (h) Affidavit of Compliance F.S. 287.138 Contracting With Foreign Entities of Concern

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

- (i) Human Trafficking Affidavit, Section 787.06, Florida Statutes
- (j) Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crime

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

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

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>

Subcontractors:

Work Classification:

Name:

Address:

Phone Number:

Fax Number:

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA
TRENCH SAFETY STANDARDS

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

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

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

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

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheet piling/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

2.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

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

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

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____ Signed: _____

Title: _____ Print Name: _____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20____,

by _____ and who:

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

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission

(seal)

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT **(SECTION 787.06, FLORIDA STATUTES)**

COUNTY OF _____

Title: _____

This page must be completed & notarized.

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

(print this individual's name and title)

for _____

(print name of entity submitting statements)

whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

BID (Cont'd.)
PUBLIC WORKS GENERATOR
ORMOND BEACH, FLORIDA

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this _____ day of _____, 20____,

by _____ and who:

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

Notary Public, State of Florida at Large:
Printed Name/Seal of Notary, Commission

(seal)

My commission expires: _____

This page must be completed & notarized.

END OF BID
00300-19

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State of _____ with its principal offices in the County of _____, and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$_____) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Public Works Generator (Bid No. 2026-12)** in, and for the City and,

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2026.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and install a 160 kW diesel generator with sound attenuated enclosure, automatic transfer switch and new electric service equipment at the City's Public Works facility.

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

PUBLIC WORKS GENERATOR
and **BID NUMBER 2026-12**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 180 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within 210 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$ 500.00) for each calendar day that expires after the time specified in paragraph

3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the lump sum TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

PUBLIC WORKS GENERATOR

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 3 sheets numbered 1 through 3 inclusive and bearing the following general title:

PUBLIC WORKS GENERATOR

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 17 ,inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2026.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Jason Leslie
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

PUBLIC WORKS GENERATOR

Bid No. 2026-12

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

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

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

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

PUBLIC WORKS GENERATOR

Bid No. 2026-12

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

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

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

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2026.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

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

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

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

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

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

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

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

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

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

Contractor's Fee:

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

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

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

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

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

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

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

Adjustment of Unit Prices:

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

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

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

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

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

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

Warranty and Guarantee:

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

Access to Work:

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

Tests and Inspections:

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

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

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

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

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

Uncovering Work:

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

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

Owner May Stop the Work:

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

Correction or Removal of Defective Work:

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

One Year Correction Period:

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

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

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

OWNER May Correct Defective Work:

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None.

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 20____, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 20_____.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **PUBLIC WORKS GENERATOR
Bid Number 2026-12**

The Work consists of: Furnish and install a 160 kW diesel generator with sound attenuated enclosure, automatic transfer switch and new electric service equipment at the City's Public Works facility.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, lump sum price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
Copy of local business tax receipt (where your business is located)
Copy of State License (if applicable)
Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 610-0540

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work

on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None.

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 610-0400
Ormond Beach Fire Dept. Administration	(386) 229-7090
Ormond Beach Police Dept.	(386) 229-7120
Ormond Beach Public Works Department	(386) 610-0700
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin,

and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 Mobilization/Demobilization

Definition. Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and

regulations. The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site.

Payment. Partial payments for this item will be made in accordance with the following schedule:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Bid Item No. 2 General Conditions

Payment for general conditions shall be made at the Contract lump sum price and shall include the CONTRACTOR's overhead costs related specifically to this Contract.

Bid Item No. 3 Demolition

Payment for demolition shall be made at the Contract lump sum price as specified in the Contract Documents, and shall be full compensation for all labor, material and equipment required to do the Work. Payment includes demolition, removal from site and proper disposal of all materials required to construct the Project, as noted on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work, unless covered in other Bid Items. No extra payment will be allowed for demolition greater than that necessary to complete the Work, unless directed by the OWNER or OWNER's representative.

Bid Item No. 4 Furnish and Install Generator

Payment for Furnish and Install Generator shall be made at the Contract lump sum price placed and accepted, as specified in the Contract Documents, and shall be full compensation for all labor, material and equipment required to do the Work. Payment includes forming and pouring concrete pad, purchasing and transporting generator to site, rigging and mounting, startup and testing by a factory authorized representative, and all wiring and connections, unless covered in other Bid Items. No extra payment will be allowed for repair and/or replacement of damaged and/or defective parts or pieces, or for adjustments, disassembly, and/or reassembly required to achieve an acceptable final product as determined by the manufacturer's requirements and project manual unless directed by the OWNER or OWNER's representative.

Bid Item No. 5 **Furnish and Install Automatic Transfer Switch**

Payment for Furnish and Install Automatic Transfer Switch (ATS) shall be made at the Contract lump sum price placed and accepted, as specified in the Contract Documents, and shall be full compensation for all labor, material and equipment required to do the Work. Payment includes purchasing and transporting ATS to site, mounting, startup and testing by a factory authorized representative, unless covered in other Bid Items. No extra payment will be allowed for repair and/or replacement of damaged and/or defective parts or pieces, or for adjustments, disassembly, and/or reassembly required to achieve an acceptable final product as determined by the manufacturer's requirements and project manual unless directed by the OWNER or OWNER's representative.

Bid Item No. 6 **Furnish and Install Electrical Equipment and Wiring**

Payment for Furnish and Install Electric Equipment and Wiring shall be made at the Contract lump sum price placed and accepted, as specified in the Contract Documents, and shall be full compensation for all labor, material and equipment required to do the Work. Payment includes purchasing, installing and wiring all electrical cabinets and panels, and coordination for electric service connections and shutdowns with FP&L and OWNER, unless covered in other Bid Items. No extra payment will be allowed for repair and/or replacement of damaged and/or defective parts or pieces, or for adjustments, disassembly, and/or reassembly required to achieve an acceptable final product as determined by the manufacturer's requirements and project manual unless directed by the OWNER or OWNER's representative.

Bid Item No. 7 **Furnish and Install Fence**

Payment for Furnish and Install Fence shall be made at the Contract lump sum price placed and accepted, as specified in the Contract Documents, and shall be full compensation for all labor, material and equipment required to do the Work. Payment includes purchasing and installing fence and all related components including concrete footers, posts, gates, and hardware, unless covered in other Bid Items. No extra payment will be allowed for repair and/or replacement of damaged and/or defective parts or pieces, or for adjustments, disassembly, and/or reassembly required to achieve an acceptable final product as determined by the manufacturer's requirements and project manual unless directed by the OWNER or OWNER's representative.

Bid Item No. 8 **Site Work**

Payment for Site Work shall be made at the Contract lump sum price placed and accepted, as specified in the Contract Documents, and shall be full compensation for all labor, material and equipment required to do the Work. Payment includes clearing and grubbing the site, site restoration, and sod, unless covered in other Bid Items. No extra payment will be allowed for repair and/or replacement of damaged and/or defective parts or pieces, or for adjustments, disassembly, and/or reassembly required to achieve an acceptable final product as determined by the manufacturer's requirements and project manual unless directed by the OWNER or OWNER's representative.

Bid Item No. 9**Miscellaneous Allowances**

An allowance is established to reimburse costs associated with fees, inspections, and related expenses for the Public Works Generator project. This will be paid at actual cost. Allowance can also be used to fund Owner approved items at actual cost. Allowances shall only be used based upon prior, written approval from the Owner and Engineer.

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01065
PERMITS AND FEES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Obtain and pay for all permits and licenses including, but not limited to, all construction and Right-of-Way utilization permits.
- B. Permits by CONTRACTOR: CONTRACTOR will apply for and CONTRACTOR will pay for the following permits:

City of Ormond Beach Planning (SPRC), Building and Electrical Permits.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address

4. The number of each shop drawing, product data, and sample submitted
 5. Notification of deviations from contract documents
 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number
 - 2. Name of project building or structure
 - 3. Number and title of the shop drawing
 - 4. Date of shop drawing or revision
 - 5. Name of Contractor and subcontractor submitting drawing
 - 6. Supplier/manufacturer
 - 7. Separate detailer when pertinent
 - 8. Specification section
 - 10. Drawing number
- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the

manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or

injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the

Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.
 - 5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the

contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01670
OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Scope of Requirements:
 - 1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
 - 2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
 - 3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

1.02 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 - 1. Trained and experienced in maintenance and operation of described products.
 - 2. Familiar with requirements of this Section.
 - 3. Skilled as a technical writer to the extent required to communicate essential data.
 - 4. Skilled as draftsman competent to prepare required drawings.

1.03 FORMAT OF SUBMITTALS

- A. Prepare data in form of an instructional manual for use by Owner's personnel.
- B. Format:
 - 1. Size: 8 1/2 inches x 11 inches
 - 2. Paper: 20 pound minimum, white, for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.

- b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.
- 5. Provide fly-leaf for each separate product, or operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs.
- 6. Cover: Identify each volume with typed or printed title "**OPERATING AND MAINTENANCE INSTRUCTIONS**".

List:

 - a. Title of project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
- C. Binders:
 - 1. Commercial quality three-post binders with durable and cleanable plastic covers.
 - 2. Maximum post width: 2 inches.
 - 3. When multiple binders are used, correlate the data into related consistent groupings.

1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
 - 1. Contractor, name of responsible principal, address and telephone number.
 - 2. A list of each product required to be included, indexed to content of the volume.
 - 3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each SubContractor/Installer.
 - d. Local source of supply for parts and replacement

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
1. Include only those sheets which are pertinent to the specified product.
 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed
 - b. Clearly identify data applicable to installation
 - c. Delete references to inapplicable information.
- C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems
 - b. Control and flow diagrams.
 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit four copies of complete manual in final form.

- B. Content, for each unit of equipment and system, as appropriate:
1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Operation procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance procedures:
 - a. Routine operations
 - b. Guide to "trouble-shooting"
 - c. Disassembly, repair and reassembly
 - d. Alignment, adjusting and checking.
 4. Servicing and lubrication required:
 - a. Complete lubrications schedule.
 - b. List of all lubricants required and acceptable products from three manufacturers for each lubricant.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawing and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.

8. As installed control diagrams by controls manufacturer.
 9. Each Contractor's coordination drawings.
 10. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 11. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories and panel boards.
 - a. Electrical service
 - b. Controls
 - c. Communications.
 3. As installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions
 - b. Sequences required
 - c. Special operating instructions.
 5. Maintenance procedures:
 - a. Routine operations
 - b. Guide to "trouble-shooting"
 - c. Disassembly, repair and reassembly
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.

7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of the Specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
 - E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.06 SUBMITTAL SCHEDULE

- A. Submit two copies of preliminary draft of proposed formats and outlines of contents of Operation and Maintenance Manuals within 90 days after Notice to Proceed.
 1. Engineer will review the preliminary draft and return one copy with comments.
- B. Submit two copies of completed data in final form no later than 30 days following Engineer's review of the last shop drawing and/or other submittal specified in Section 01300. One copy will be returned with comments to be incorporated into final copies.
- C. Submit four (4) copies of approved manual in final form directly to the offices of the Owner within 30 calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.
- D. Provide four (4) copies of addenda to the operation and maintenance manuals as applicable and certificates as specified within 30 days after final inspection.

1.07 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to demonstration test, fully instruct Owner's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction. Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.
- C. Instructors shall be fully qualified personnel as outlined within the individual equipment specifications. If so specific training specifications are listed with the equipment, the Contractor shall provide the instruction with qualified Contractor personnel.
- D. The instructors shall provide for and prepare lessons scopes and handouts for up to five individual designated by the Owner that outline the items to be covered.

Separate sessions for operation and maintenance instruction shall be provided consecutively. Handouts shall be submitted to the Owner with at least one week's notice prior to the training session.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

Not Applicable

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02050 DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of concrete pavement, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

- B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.
- B. Contractor shall at all times maintain safe and convenient access to the existing site.
- C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

- A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.
- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

- A. Protect all existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug all lines to be abandoned.
- C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

- A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.
- B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.
- C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

- A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.
- B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02100 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction and landscaping.

B. The removal and disposal of all, structures, appurtenances, existing pavement and other facilities is described in Section 02050, Demolition.

1.02 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the City of Ormond Beach Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with two (2)-inch by four (4)-inch fencing. The City of Ormond Beach Parks Department shall supervise all root pruning activities.

3. Provide temporary guards to protect trees and vegetation to be left standing.

4. Contractor shall water trees and other vegetation remaining within the limits of the Contract work as required to maintain their health during the course of construction operations.

5. Provide protection for roots over 1/2-inch diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

6. Repair or replace trees and vegetation damaged by construction operations, in a manner acceptable to the Engineer. Repair tree damage with the services of a qualified tree

surgeon.

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon.

C. Improvements on Adjoining Property:

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.03 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one-foot below the finished ground surface. The surface shall then be plowed to a depth of at least 6-inches and all roots thereby exposed shall be removed to a depth of at least one-foot. All stumps within the area of standard clearing and grubbing shall be completely removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one-foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one-foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing. Trees shown on the drawings to be relocated shall be relocated to a location identified by the Engineer.

G. Any boulders encountered in the site excavation or found on the surface of the ground, shall be removed and placed in neat piles at a location approved by the Engineer.

H. For pipeline construction the Contractor shall only remove trees, shrubs and grass which interfere with the construction. All other vegetation shall be protected, preserved and/or replaced.

3.02 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris:

1. In some instances, burning may be permitted on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

2. Where burning of such material is permitted all such burning shall be subject to applicable laws, ordinances and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.

3. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project:

1. Materials may be disposed of on private property, provided the Engineer is furnished

with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

- 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

- 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.

- a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
- b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
- c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.

2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.
2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheet piling and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheet piling or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheet piling shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material

approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the

cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

**SECTION 02831
CHAIN LINK FENCING AND GATES**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes furnishing and installing the chain link fence as shown on the Drawings and as specified.

1.02 QUALITY ASSURANCE

Manufacturer. A company specializing in commercial quality chain link fencing with a minimum of two years experience.

1.03 SUBMITTALS

Submit layout.

Submit samples if requested by the Engineer.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

Fabric. No. 9 gage (0.148-inch) steel wires, 2-inch mesh, with top and bottom selvages twisted and barbed. Furnish one-piece fabric width.

SELECT FABRIC FINISH TO BE USED FOR THIS PRODUCT.
COORDINATE WITH TENSION WIRE AND BARBED WIRE.

Fabric finish shall be galvanized conforming to ASTM A392, Class II, galvanized after weaving, with a minimum weight of 2.0 oz. per square foot of wire surface.

Framework. Galvanized steel, ASTM A120, with not less than 1.8 oz. zinc per sq. ft.

Hardware and Accessories. Galvanized, ASTM A153, with zinc weights as per Table 1.

2.02 FRAMING AND ACCESSORIES

End, Corner and Pull Posts. Minimum sizes and weights as follows:

Up to 6-foot fabric height, 2.875-inch OD pipe, 5.79 lbs. per lin. ft.

Line Posts. Space 10-foot o.c. maximum, unless otherwise shown, of following minimum sizes and weights.

Up to 6-foot fabric height, 2.375-inch OD steel pipe. 3.65 lbs. per lin. ft.

Gate Posts. Furnish posts for supporting single gate leaf for nominal gate widths as follows:

Up to 6-feet in width, 2.875-inch OD steel pipe.

From 6-feet up to 13-feet in width, 4.00-inch OD steel pipe.

From 13-feet up to 18-feet in width, 6.625-inch OD steel pipe.

Over 18-feet in width, 8.625-inch OD steel pipe.

Top Rail. 1-5/8-inch OD pipe, manufacturer's longest lengths, with expansion type couplings, approximately 6-inches long, for each joint. Provide fittings for attaching top rail securely to each gate, corner, pull, and end post.

Post Brace Assembly. Manufacturer's standard adjustable brace at gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric.

Use 1-5/8-inch OD pipe for horizontal brace and 3/8-inch diameter adjustable diagonal truss rod.

Post Tops. Weathertight closure cap (for tubular posts,) one cap for each post.

Furnish caps with openings to permit passage of top rail and arms to accept barbed wire. Caps shall be set screw retained.

Stretcher Bars. One piece lengths equal to full height of fabric, galvanized, with minimum cross-section of 3/16-inch x 3/4-inch. Provide one stretcher bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into post.

Stretcher Bar Bands. Space not over 15-inches o.c., to secure stretcher bars to end, corner, pull, and gate posts.

Tension Wire. Single strand spring coil steel wire, 6-gage, [galvanized.] [aluminum coated.]

Extension Arms. Cast steel, to accommodate 3 strands of barbed wire, sloped 45-degrees. Provide single, double or vertical arm as shown on the drawings.

Barbed Wire. Three strands of 12-1/2 gage, twisted [galvanized] [aluminum coated] wires with 14 gage, four point barbs at 4-1/2 or 5-1/2 inches on center (including gate).

Wire Ties. For tying fabric to line posts, use wire ties spaced 12-inch o.c. For tying fabric to rails and braces, use wire ties spaced 24-inch o.c. For tying fabric to tension wire, use hog rings spaced 24-inch o.c. Manufacturer's standard procedure will be accepted if of equal strength and durability.

Gates. Gates shall be swing [or rolling] as shown on the drawings and shall be complete with latches, stops, keepers, hinges [, rollers] and when shown, provision for 3-strands of barbed wire above the fabric.

Gate Frames. Gate frames shall be constructed of tubular members and, shall be constructed in a manner such as to provide a rigid frame and ample strength and gate shall be free from sag and twist. Where a barbed wire top is specified, the end members of gate frames shall be extended approximately 1 foot above the top member and arranged for attaching three uniformly spaced strands of barbed wire and furnished with bands or other suitable method for securely attaching the wire.

Latches, [Padlocks,] Stops and Keepers. Provide latches, [padlocks], stops and keepers for all gates. Latches shall have the plunger bar arranged to engage the gate stop, except that for single gates for openings less than 10-feet wide a forked latch may be provided. Latches shall be arranged for padlocking. [Padlocks shall be Type ED, brass, with 2 keys, conforming to Fed. Spec. FF-P-101.] Center stops shall consist of a device arranged to be set in concrete and to engage the plunger of the bar latch of double gates. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position.

Rolling Gate. Provide a rolling gate where shown on the drawings. Furnish horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories. Fabricate perimeter frames of tubular members to form a gate 6-feet high and up to 36-feet wide as follows:

Steel Pipe: 2-inch OD.

Assemble gate frames by welding or with special fittings and rivets for rigid connections. Use same fabric and gage as for fence. Install fabric with stretcher bars at vertical edges. Bars may also be used at top and bottom edges. Attach hardware to provide security against removal or breakage.

Where manufacturer's design requires, provide diagonal cross-bracing to ensure frame rigidity without sag or twist.

Provide rubber wheels for ground contact and metal wheels to roll on pipe support.

PART 3 - EXECUTION

3.01 INSPECTION

Installer must examine the condition under which the fence and gates are to be installed and notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.02 INSTALLATION

Do not begin installation and erection before final grading is completed, unless otherwise permitted.

Excavation. Drill holes for posts of diameters and spacings shown, in firm, undisturbed or compacted soil.

Setting Posts. Center and align posts in concrete with clearance as shown on the drawings. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.

Top Rails. Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.

Center Rails. Provide center rails only where shown. Install in one piece between posts and flush with post on fabric side, using special offset fittings where necessary.

Brace Assemblies. Install braces so posts are plumb when diagonal rod is under proper tension.

Fabric. Leave approximately 2-inches between finish grade and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.

Stretcher Bars. Thread through or clamp to fabric 4-inches o.c., and secure to posts with metal bands spaced 15-inches o.c.

Tie Wires. Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns. Bend wire to minimize hazard to persons or clothing.

Fasteners. Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score thread to prevent removal of nuts.

Gates. Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage as recommended by the fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary.

3.03 TOUCH-UP PAINT

Coat all exposed surfaces resulting from field cuts, welding and other installation activities.

Touch up paint shall be inorganic zinc rich coating. Zinc-Lock 351 from Porter Paint Company is an acceptable product. Equivalent products may be submitted.

END OF SECTION

SECTION 02930 GRASSING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of grassing consists of supplying and planting grass seed and/or sod in the locations shown on the drawings and in those areas where construction activity has damaged or destroyed the ground cover.
- B. The grassing work shall include, but not be limited to, supplying all labor, materials, and equipment necessary to perform seeding, sodding, fertilizing, liming when specified, mulching, watering, mowing, and clean-up.

1.02 QUALITY ASSURANCE

- A. Seeds shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable State laws.
- B. The Engineer/Architect reserves the right to test, reject or approve all materials before application.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging, and location of packaging. Damaged packages will not be accepted.
- B. Deliver fertilizer in water proof bags showing weight, chemical analysis, and name of manufacturer.
- C. The Contractor shall, at the time of delivery, furnish the Engineer/Architect invoices of all materials received in order that the minimum application rate of materials may be determined. Failure to supply invoices at the time of delivery will warrant that payment for those items be delayed until proper submittal of invoices are obtained and the minimum application rates of material can be verified.
- D. Mixtures of different types of seed called for in these specifications shall be mixed in the proper proportions at the site of the work in the presence of the Engineer/Architect or his representative.

PART 2 - PRODUCTS

2.01 SEED

- A. Unless otherwise provided for on the drawings, the Contractor shall conform to the following seed schedule. The total pounds of seed per acre shall be the sum total shown for all the varieties of seed opposite the schedule number.

SEEDING SCHEDULE

<u>Schedule Number</u>	<u>Common Name of Seed</u>	<u>Rate Lbs. Acre</u>	<u>Planting Dates</u>
1.	Pensacola Bahia (scarified)	90	March 15-
	Bermuda Common (50% hulled)	25	October 15
2.	Pensacola Bahia (scarified)	100	October 16 -
	Bermuda Common (50% hulled)	35	March 14
	Annual Rye Grass	10	
	Rye Grain	30	

- B. The Bermuda seed shall be an equal mixture of hulled and unhulled seed.
- C. The Pensacola Bahia seed shall be scarified seed, having a minimum active germination of 40 percent and a total germination of 85 percent.
- D. Quick-growing type grass seed shall be a species approved by the Engineer/Architect which will provide an early ground cover during the particular season when planting is done and will not later compete with permanent grass.

2.02 SOD

- A. Sod shall be Pensacola Bahia with well matted roots.
- B. The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of 2-inches. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses.
- D. Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.
- E. The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.03 MULCH

- A. Dry Mulch:

1. Dry mulch shall be straw or hay, consisting of oat, rye, or wheat straw, or of Pangola, Peanut, Coastal Bermuda or Bahia grass hay. Only undeteriorated mulch which can readily be cut into the soil shall be used.

B. Manufactured Mulch:

1. Manufactured mulches may consist of jute, cotton, or other fiber materials, plastic sheeting, netting, chemical adhesive soil stabilizers, or other approved coverings. Manufactured mulch shall only be used when specifically called for on the drawings and shall be as approved by the Engineer/ Architect.

C. Wood Cellulose Fiber Mulch (for use in hydro-seeding only):

1. Mulch material for use in hydro-seeding slurry shall consist of wood cellulose fiber material, especially prepared for this purpose. It shall be processed in such a manner that it will contain no growth-inhibiting or germination-inhibiting factors and shall be dyed an appropriate color for readily determining the rate of spread, by visual observation. It shall be manufactured in such manner that after agitation in slurry tanks, with fertilizer, grass seed, and water (and with other additives which may be approved for use), the fibers in the material will readily become uniformly suspended in the solution to form a homogeneous slurry; also that when the slurry is hydraulically sprayed on the ground, the mulch material will act to form a blotter-like ground cover, impregnated uniformly with grass seed, and will allow the absorption of water and permit rainfall and watering to percolate to the undersoil.
2. The Contractor shall, if requested, submit appropriate certification from the manufacturer that the material meets all of the above requirements, based on laboratory and field tests of the product.
3. The air dry weight (as defined by the Technical Association of the Pulp and Paper Industry for wood cellulose) shall be marked on each package by the manufacturer.

2.04 FERTILIZER

- A. The fertilizer shall be a commercial granular type with a chemical designation of [12-8-8] [16-4-8] [20-5-10] []
- B. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water-soluble potash, contained in the fertilizer.
 1. At least 50 percent of the phosphoric acid shall be from a normal super phosphate or an equivalent source which will provide a minimum of two units of sulfur.
 2. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or container.
- C. Commercial fertilizers shall comply with the State fertilizer laws.

- D. Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.05 LIME

- A. Lime shall be agricultural grade, ground limestone minimum 80 percent passing No. 8 sieve, calcium carbonate equivalent minimum 80 percent and shall conform to the requirements of the State Department of Agriculture and Consumer Affairs.

2.06 WATER

- A. The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream, or municipal water system.
- B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.
- C. Salt water shall not be used.

2.07 GRAVEL BED

- A. In the locations shown on the drawings, provide a 3-inch deep bed of river-run gravel of rounded particles ranging in size from 1/2-inch to 2-inches. Gravel shall be as obtained from the vicinity of Montgomery, Alabama, or Chattahoochee, Florida, or equal.
- B. Where gravel is not kept in place by walls or sidewalk, an edging strip shall be used. The edging strip shall be of 1" x 6" cypress, and extend 1/2-inch above the gravel surface.

PART 3 - EXECUTION

3.01 GENERAL

- A. Grassing operations will not be permitted when wind velocities exceed 15 miles per hour. Grassing will be accomplished only when the soil is moist and in proper condition to induce growth. No grassing shall be done when the ground is frozen, unduly wet, or otherwise not in a tillable condition.
- B. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and winter weather and be capable of reestablishment in the spring.

3.02 GRASSING BY SEEDING

- A. Sequence of Operations:

1. The several operations involved in the work shall proceed in the following sequence: grading, fertilizing (and/or application of lime) and preparation of the ground, spreading of the mulch, seeding, cutting in mulch, and rolling.

B. Preparation of Area to be Seeded:

1. The ground over which the seed is to be sown shall be prepared by disk-harrowing and thoroughly pulverizing the soil to a depth of 4-inches. The prepared soil shall be loose and reasonably smooth. The area shall be reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operations.

C. Application of Fertilizer:

1. The fertilizer (and/or lime) shall be spread uniformly in one or more applications as specified below.
 - a. An initial application of 500 lbs. per acre.
2. Unless otherwise directed, a second application of 500 lbs. per acre shall be applied within 90 calendar days after the initial application on projects which have not been accepted prior to this time.
3. Unless otherwise directed, a third application of 500 lbs. per acre shall be applied within 270 to 360 calendar days after the initial application on projects which have not been accepted prior to this time.
4. Lime shall be spread at a minimum uniform rate of 250 lbs. per acre and thoroughly mixed with the soil to a depth of 4-inches.

D. Dry Mulching:

1. Approximately 2-inches, loose thickness, of the dry mulch material shall be applied uniformly over the area to be seeded. After the area has been seeded, the mulch material shall be cut into the soil so as to produce a loose mulched thickness of 3- to 4-inches. Care shall be exercised that the materials are not cut too deeply into the soil.

- E. While the soil is still loose and moist, the seed shall be scattered uniformly over the area to be grassed. The application rates of the various types of seed shall be as described in Paragraph 2.01.

F. Rolling:

1. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled with a cultipacker, traffic roller, or other suitable equipment. At least two trips over the entire area will be required.

G. Watering:

1. The seeded areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. The period for maintaining such moisture conditions shall not be less than two weeks after planting.

3.03 GRASSING BY HYDRO-SEEDING

A. General:

1. This method of grassing generally consists of distributing materials over the area to be grassed by spraying a slurry composed of water, seed, fertilizer, and mulch (wood cellulose fiber mulch for hydro-seeding applications).

B. Ground Preparation:

1. The provisions for the preparation of the seeding areas and for the subsequent maintaining of the moisture condition shall be as specified in Paragraphs 3.02 B, C and G.

C. Equipment:

1. Equipment used in hydro-seeding shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix a slurry of the specified amount of fiber, fertilizer, seed, and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles which will provide even distribution of the slurry on the various areas to be grassed. The slurry tank shall have a minimum capacity of 1,000 gallons.

D. Application:

1. Wood cellulose fiber mulch shall be applied at the rate of 1,500 lbs. per acre in a mixture of seed, fertilizer, and water. The seed, fertilizer, mulch, and water shall be combined into the slurry tank for distribution of all ingredients in one operation. The materials shall be combined in a manner recommended by the mulch manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified herein. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seed-bed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch fibers to build upon each other until an even coat is achieved.

3.04 SODDING

A. Ground Preparation:

1. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer as described in Paragraphs 3.02 B. and C.

B. Inclement Weather and Unsuitable Conditions:

1. Sodding shall not be performed when weather and soil conditions are, in the Engineer/Architect's opinion, unsuitable for proper results.

C. Sod Placement:

1. The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.
2. Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.
3. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.
4. On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.
5. Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

D. Watering:

1. The sod shall be kept in a moist condition after planting and for the duration of the Contract. Water shall not be applied between the hours of 8:00 A.M. and 4:00 P.M.

3.05 MAINTENANCE

- A. The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance. Such maintenance shall include watering, filling, leveling, and repairing of any washed or eroded areas and additional seed, fertilizer, and mulch or sod applied to areas where a satisfactory stand of grass has not been achieved.
- B. Immediately prior to final inspection, the Contractor shall mow and remove clippings from the areas grassed under this Contract.

END OF SECTION

SECTION 03300 CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of the forming, mixing, placing and curing concrete for use in small structures, sidewalk, and curb replacement.

1.02 QUALITY ASSURANCE

A. Concrete may be standard design and product of commercial ready-mix or transit-mix supplier conforming to the following requirements:

<u>Class</u>	<u>Cement Content per cubic yard</u>	<u>Minimum 28-day Strength (lb. per sq. in.)</u>
Structural	6.25 bags or 600 pounds	4000
Non-Structural	5.75 bags or 560 pounds	3000

B. Job mixes of small quantities shall conform to the same requirements.

1.03 SUBMITTALS

A. Compressive strength tests, when required by the Engineer, shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Three specimen test cylinders shall be taken from each concrete pour of three cubic yards. One additional test cylinder shall be taken for quantities up to one truck load. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven days, the remainder at twenty-eight days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

B. Slump test shall be made in accordance with ASTM C143, and shall be made whenever directed by the Engineer.

C. Responsibility for Tests and Reports:

1. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimens, and shall provide clean, moist sand or burlap for curing. Cylinders shall be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

2. The test cylinders shall be tested in a recognized commercial testing laboratory.

1.04 DELIVERY AND STORAGE

A. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

Date and time leaving plant
Type of cement and weight
Quantity of water and time added
Additive (if any).

B. Bulk or bagged cement or bagged concrete mix shall be stored off the ground in a sheltered area.

PART 2 - PRODUCTS

2.01 CEMENT

A. Portland cement shall conform to the latest revision of Federal and/or ASTM Specifications enumerated below:

1. For general concrete construction, ASTM C150, Type I.
2. Type II (meeting ASTM C150) cement shall be used in all areas where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with groundwater).

2.02 AGGREGATES

A. Fine Aggregate:

1. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.
2. The fine aggregate shall be reasonably well graded from coarse to fine.

B. Coarse Aggregate:

1. Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall not contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of the desired strength, density, and workability.
2. Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars.

2.03 BAGGED CONCRETE MIX

A. For very small amounts of concrete a premixed sand, gravel and cement in 40 lb. (1/3 cu. ft.) or 80 lb. (2/3 cu. ft.) bags may be used. The Engineer must give approval for its use.

2.04 ADMIXTURES

A. The design mix may be based upon the use of such admixtures as the designer may select to improve the workability, plasticity or rate of curing of the concrete.

2.05 MIXING WATER

A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

B. Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.06 STEEL BAR AND WIRE FABRIC REINFORCEMENT

A. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, mill scale and/or coatings.

B. Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups.

C. Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

D. Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

E. Wire fabric, unless otherwise shown or specified, shall be 6-inches by 6-inches by W1.4 x W1.4 woven or electrically welded wire fabric conforming to the requirements of ASTM A185.

PART 3 - EXECUTION

3.01 FORMS

A. Material:

1. Forms shall be of wood, metal, or other approved materials, shall be built true to line and grade, mortar-tight, adequately braced and supported, and sufficiently rigid to prevent displacement or sagging. Metal forms shall be of a type and manufacture acceptable to the

Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate.

2. Form work shall be constructed conforming to ACI 347 Chapter 2. Joints of sectional forms shall be located in a modular manner with as few fillers as possible. Voids in plywood and joints between form modules used for concrete exposed to view or hydraulic action shall be filled with silicone sealant and shall be tool smooth. Profile items such reglets and anchors shall be securely fastened with flush mechanical fasteners.

3. Pours shall not be scheduled until all erection and bracing of form work has been completed.

3.02 CONCRETE PLACING

A. Concrete shall not be placed until forms and reinforcing have been inspected.

B. Concrete shall be placed with the aid of mechanical vibrating equipment supplemented by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce thorough consolidation.

C. Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

D. Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch thickness.

E. The concrete shall be placed by suitable equipment as nearly as possible to its final location and without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

3.03 CONCRETE CURING

A. Water for curing shall be clear and entirely free from any elements which might cause staining or discoloration.

B. Concrete shall be kept wet by covering with water, water saturated covering, or by alternate methods which will keep all surfaces continuously wet, for a period of seven days.

C. Where wood forms are left in place during curing, they shall be kept wet at all times.

3.04 WEATHER PROTECTION

A. No concrete shall be mixed or placed when the air temperature in the shade and away from artificial heat is as low as 40 degrees F., and falling. Concrete may be mixed and placed

when the air temperature in the shade and away from artificial heat is 35 degrees Fahrenheit, and rising.

B. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

3.05 CONCRETE FINISHING

A. Slabs, Walks and Pavements shall be brought to a true and even finish by power or hand-floating. The surface shall be floated to a true, smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All walk and pavement surfaces, shall, immediately after troweling, be lightly broomed. The brooming shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

END OF SECTION

SECTION 16025
CODES, FEES, AND STANDARDS

PART 1 - GENERAL

1.01 CODES AND FEES

- A. Install in accordance with latest edition of the National Electric Code and the regulations of governing local, State, County and other codes. Pay for all required licenses, fees and inspections.

1.02 STANDARDS

- A. All materials shall be new and free of defects, and shall be U.L. listed, bear the U.L. label or be labeled or listed with an approved, nationally recognized Electrical Testing agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the Engineer that equipment meets or exceeds available standards.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 16040 ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of electrical identification work is indicated in the drawings and schedules.
- B. Types of electrical identification work specified in this section include the following:
 - 1. Electrical Power
 - 2. Control and Communication Conductors
 - 3. Danger Signs
- C. Refer to appropriate sections on "system identification" for equipment and system nameplates and performance data information not covered in this section.

PART 2 - MATERIALS AND EQUIPMENT

2.01 GENERAL

- A. Acceptable Manufacturers. Subject to compliance with requirements, provide electrical identification products from one of the following (for each type of marker):
 - 1. Square D.
 - 2. Schneider Electric.
 - 3. ASCO ATS.
 - 4. FP&L approved electric service products.

- B. Cable/Conductor Identification Bands

General. Provide manufacturer's standard vinyl-cloth, self-adhesive cable conductor markers of wrap-around type, either pre-numbers plastic coated type, or write-on type with clear plastic self-adhesive cover flap; numbered to show circuit identification.

PART 3 EXECUTION

3.01 EQUIPMENT/SYSTEM IDENTIFICATION

- A. General. Install engraved plastic-laminate sign on each major unit of electrical equipment in building; including central or master unit of each electrical system including communication/control/sign systems, unless unit is specified, with its own identification. Provide single line text, 1/2" high lettering on 1-1/2" high sign, with white lettering in a black field. Provide text matching the terminology and numbering of the contract documents and shop drawings. Provide signs for each unit of the following categories of electrical work:
1. Panelboards, electrical cabinets and enclosures.
 2. Access panels and doors to electrical facilities.
 3. Major electrical switch gear, motor control centers and transformers.
- B. Install signs at locations indicated. Where not otherwise indicated, install at location for best viewing without interference with the operation and maintenance of the equipment. Secure signs to substrate with fasteners. Use adhesive where fasteners cannot or should not penetrate the substrate.

END OF SECTION

SECTION 16050
BASIC MATERIALS, INSTALLATION AND WIRING METHODS

PART 1 – GENERAL

1.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment shall be new and in mint condition and shall bear the Underwriters' UL label, when under their jurisdiction, unless specifically permitted otherwise. Materials and products shall conform in all respects to the quality and features indicated by specifications and drawings and shall be the best materials and finishes available. Where material or product is indicated or necessary, but not specifically described in specifications or drawings, such material or product shall conform to the quality and features of similar items described or otherwise indicated. All materials and equipment shall be the standard products of manufacturers regularly engaged in the manufacture of the products. All materials and equipment shall be labeled Made in America and labeling shall be in accordance with the requirements of the Federal Trade Commission.

1.02 INSTALLATION

- A. In general, the "Standard of Installation" published by the National Electric Contractors Association (NECA) shall set the standard for installation of equipment and for workmanship. Where specific methods of installation are indicated by specifications or drawings, the methods so established shall be used unless otherwise permitted by the Engineer. Install materials and equipment in a neat and orderly manner. Secure cabinets, boxes, wiring, conduits and other equipment rigidly to structure. Cover conduits, boxes, cabinets and other enclosures with plastic covers or caps to prevent entrance of plaster, concrete or other debris when work is not being done therein. Materials and equipment shall be installed using tools and equipment designed for the particular application.

1.03 CORROSION PROTECTION

- A. Special precautions shall be taken to protect materials and equipment from corrosion during construction. Materials or equipment damaged from corrosion or other causes will be rejected and shall be removed from the project site immediately.

1.04 REQUIREMENTS

- A. Refer to Section 16134, "Outlet, Boxes, Cabinets and Structural Supports", for additional installation requirements.
- B. Refer to Section 16060, "Codes, Standards and Fees", for references.

- C. Systems shall be properly grounded and continuously polarized throughout following the color coding specified.
- D. All feeder connections shall be made to equipment using solderless connections of the compression type.
- E. In general, conductors shall be the same size from the last protective device to the load.
- F. The use of lubricating materials to help install non- lead conductors is to be avoided. Where absolutely necessary, Ideal-Aqua-Gel, Polywater, or Yellow 77 shall be used. Any other lubricants shall be approved by the Engineer prior to use.
- G. Non-metallic sheathed cable shall not be used.
- H. "MC" cable shall not be used.
- I. Aluminum wire and cable shall not be used.
- J. Conduit runs are shown diagrammatically and may be modified to meet field conditions, but the general arrangement shall be as shown.
- K. Deviations from the arrangement shown must have the approval of the Engineer.
- L. Become familiar with the general construction of the building and place all sleeves, inserts, etc., as required. Support all conduit with suitable fixtures and hangers.
- M. All conduit shall be arranged in a neat manner for access to other work installed by other trades.
- N. All exposed conduit runs shall be installed parallel or perpendicular to floors, walls and ceilings.
- O. Clean all equipment before leaving the job.
- P. Repair, refinish or touch up all damaged surfaces.
- Q. No materials except those specified shall be kept on the project site.

1.05 IDENTIFICATION

- A. Clearly and permanently label in a neat and orderly manner all devices, Panelboards, Disconnect Switches, Individual Motor Starters, Transformers and Automatic Transfer Switches. Locate nameplates for easiest reading.

- B. Nameplate shall provide the following information: Equipment name/designation, operating voltage and phases, feeder panelboard and circuit.
- C. Nameplates: Lamacoid type with 1/4" high white letters on black background machine engraved. Nameplates shall have strong adhesive backing for attaching to equipment.

1.06 OBSTACLES, INTERFERENCE AND COORDINATION

- A. Provide fittings, elbows, pullboxes, etc., as required to effect necessary changes in direction, offsets, transitions, etc.
- B. Coordinate the work with the other trades, determining exact routes and locations of raceways, equipment, etc., prior to fabrication and installation. Install the work to permit removal of the parts of other trade requiring periodic maintenance or replacement without damage. Allow for proper operation of swinging or overhead doors, access panels, control components, etc.
- C. Prior to roughing-in for equipment furnished by others, obtain approved roughing in drawings indicating exact location of services for each item of equipment. Relocation of any services incorrectly roughed-in shall be without extra compensation.
- D. Directories: Use card provided by equipment manufacture. Provide new card for each existing panel being altered. Typewrite identification of function and location for each circuit using final room names and/or numbers as selected by Owner. Permanently fasten in place and protect behind glass or heavy gauge non- yellowing plastic cover.

1.07 CHANGEOVERS, RELOCATIONS AND REWORK OF UTILITIES

- A. Make all changeovers, tie-ins, removals, etc., that affect the continuity of present building services or operation, at times selected to avoid interference with building activities. Set up special schedules and secure approval before proceeding.
- B. Do as much work as possible prior to any shut-down to minimize the down time. Make temporary connections as necessary to maintain approved schedules, at no increase in cost to the Owner.

END OF SECTION

SECTION 16060
ELECTRICAL CONNECTION FOR EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Type of electrical power connections specified in this section include the following:
 - 1. To motors
 - 2. To motor starters
 - 3. From motor starters to motors
 - 4. To lighting fixtures
 - 5. To transformers, rheostats, and similar current adjustment features of equipment
 - 6. To ground
 - 7. To master units of communication, signal, alarm, clock, public address, sound, and video systems, where applicable.
- B. Junction boxes and disconnect switches required for motors and other electrical units of equipment are specified in accordance with Division 16 - Electrical.

PART 2 - MATERIALS AND EQUIPMENT

2.01 COMPLIANCE REQUIREMENTS

- A. NEC Compliance. Comply with applicable portions of NEC as to type products used and installation of electrical power connections (terminals and splices), for junction boxes, motor starters, and disconnect switches.
- B. NEMA Compliance. Comply with applicable portions of NEMA standards pertaining to electrical connections for equipment.
- C. ANSI Compliance. Comply with applicable ANSI standards pertaining to products and installation of electrical connections.
- D. Splices and terminations of types indicated.

2.02 METAL CONDUIT, TUBING AND FITTINGS

- A. General. Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thickness) indicated for each type service. Where types and grades are not indicated, provide proper selection as determined for installer to fulfill wiring requirements; comply with NEC requirements for raceways. Provide

products complying with basic materials and methods as found in Section 16110 - Raceways and Conduits, and in accordance with the following list of metal conduit, tubing and fittings:

1. Rigid Steel Conduit
2. Rigid Metal Conduit Fittings
3. Flexible Metal Conduit.
4. Flexible Metal Conduit Fittings
5. Electrical Metallic Tubing
6. Liquid-Tight Flexible Metal Conduit.
7. Liquid-Tight Flexible Metal Conduit Fittings,

2.03 WIRE, CABLE AND CONNECTORS

- A. General. Provide wires, cables and connectors complying with Section 16120 - Wires and Cables.
- B. Wire. Unless otherwise indicated, provide wire/conductors for electrical connections which match wires/conductors of the wiring supplying power.
- C. Connectors and Terminals. Provide electrical connectors and terminals as recommended by connector and terminal manufacturer for intended applications.

2.04 ELECTRICAL CONNECTION ACCESSORIES

- A. Provide electrical insulating tape, heat-shrinkable insulating tubing and boots, solder, electrical soldering flux, wire nuts and cable ties as recommended for use by accessories manufacturers for type of services indicated.

PART 3 - EXECUTION

3.01 INSTALLATION OF ELECTRICAL CONNECTIONS

- A. Install electrical connections as indicate; in accordance with connector manufacturer's written instructions and with recognized industry practices, and complying with requirements of NEC and NECA's "Standard of Installation" to ensure that products fulfill requirements.
- B. Connect electrical power supply conductors to equipment conductors in accordance with equipment manufacturer's written instructions and wiring diagrams. Wherever possible, mate and match conductors of electrical connections for proper interface between electrical power supplies and installed equipment.
- C. Coordinate installation of electrical connections for equipment with equipment installation work.

- D. Cover splices with electrical insulation equivalent to, or of higher rating, than insulation on conductors being spliced.
- E. Prepare cables and wires by cutting and stripping covering armor, jacket, and insulation properly to ensure uniform and neat appearance where cables and wires are terminated.
- F. Trim cables and wires as short as practical and arrange routing to facilitate inspection, testing and maintenance.
- G. Tighten wire-binding connector screws firmly.
- H. Provide flexible conduit for motor connections, and for other electrical equipment connections where subject to movement and vibration.
- I. Provide liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration, and also when subjected to one or more of the following conditions:
 - 1. Exterior locations
 - 2. Moist or humid atmosphere when condensation can be expected to accumulate
 - 3. Corrosive atmosphere
 - 4. Subjected to water spray
 - 5. Subjected to dripping oil, grease, or water
- J. Refer to basic materials and methods section for identification of electrical power supply conductor terminations, with markers approved by the Engineer as to type, color, letter and marker size. Affix markers at each point of termination, as close as possible to each point of connection.

END OF SECTION

SECTION 16110 RACEWAYS AND CONDUITS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of raceways is indicated by drawings and schedules.
- B. Types of raceways in this section include the following:
 - Metal Conduit
 - Rigid Nonmetallic Conduit
 - Surface Electrical Metallic Tubing
 - Flexible Metal Conduit
 - Intermediate Metal Conduit
 - Liquid-Tight Flexible Metal Conduit
 - Rigid Metal Raceways
- C. NEMA Compliance. Comply with applicable requirements to NEMA standards pertaining to raceways.
- D. UL Compliance and Labeling. Comply with provisions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL listed and labeled.
- E. NEC Compliance. Comply with requirements as applicable to construction and installation of raceway systems.

PART 2 - MATERIALS AND EQUIPMENT

2.01 METAL CONDUIT AND TUBING

- A. General. Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thickness) for each service indicated. Where types and grades are not indicated, provide proper selection determined by installer to fulfill wiring requirements, and comply with applicable portions of NEC for raceways.
- B. Rigid Steel Conduit. FS WW-C-0581 and ANSI C80.1.
- C. Rigid Metal Conduit Fittings. FS W-F-408.
- D. Use Type 1 Fittings for rain-tight connections.
- E. Use Type 1 Fittings for concrete tight connections.

- F. Use Type 3 Fittings for other miscellaneous connections.
- G. Electrical Metallic Tubing (EMT). FS WW-C-563 and ANSI C80.3.

NOTE: IN GENERAL EMT RACEWAYS SHALL NOT BE USED ON THIS PROJECT.

- H. EMT Fittings. FS W-F-408.
 - Use Type 1 Fittings for rain-tight connections.
 - Use Type 2 Fittings for concrete tight connections.
 - Use Type 3 Fittings for other miscellaneous connections.
- I. Flexible Metal Conduits. FW WW-C-566, of the following type:
- J. Type 2. Zinc-coated steel.
- K. Flexible Metal Conduit Fittings. FS W-F-406, Type 1, Class 1, and Style A.
- L. Liquid, Tight Flexible Metal Conduit. Provide liquid-tight flexible metal conduit; construct of single strip, flexible, continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coat with liquid-tight jacket of flexible polyvinyl chloride (PVC).

2.02 WIREWAYS

- A. General. Provide electrical raceways of types, grades, sizes, weights (wall thickness), number of channels, for each type service indicated. Provide complete assembly of raceway including, but not necessarily limited to, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps and other components and accessories as needed for complete system. Where types and grades are not indicated, provide proper selection as determined by installer to fulfill wiring requirements, and comply with applicable provisions of NEC for electrical raceways.

PART 3 - INSTALLATION

3.01 INSTALLATION OF ELECTRICAL RACEWAYS

- A. Install electrical raceways where indicate; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and comply with recognized industry practices.

- B. Coordinate with other work, including metal can concrete deck work, as necessary to interface installation of electrical raceways and components with other work.
- C. Coat under floor metal raceways with bitumastic type protective coating prior to placing concrete.
- D. Level and square raceway runs, and install at proper elevations/heights.
- E. Complete installation of electrical raceways before starting installation of cables/wires within raceways.
- F. Install PVC-coated conduit and fittings in highly corrosive atmospheres, and elsewhere as indicated.
- G. Install flexible conduit for motor connections, and for other electrical equipment connections where subject to movement and vibration.
- H. Install liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration, and also where subject to one or more of the following conditions:
 - Exterior location,
 - Moist or humid atmosphere where condensation can be expected to accumulate,
 - Corrosive atmosphere,
 - Subjected to water spray,
 - Subjected to dripping oil, grease, or water.
- I. Wherever possible, install horizontal raceway runs above water and steam piping.

END OF SECTION

SECTION 16120 WIRES AND CABLES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of electrical wire and electrical cable work is indicated by drawings and schedules.
- B. Types of wire, cable and connectors in this section include the following:
 - Copper Conductors
 - Tab Type Connectors
 - Split-Bolt Connectors
- C. Applications for wire, cable and connectors required for project as follows:
 - Power Distribution Circuitry
 - Lighting Circuitry
 - Appliance and Equipment Circuitry
 - Motor-Branch Circuitry

PART 2 - MATERIALS AND EQUIPMENT

2.01 QUALITY ASSURANCE

- A. Comply with NEC as applicable to construction and installation of electrical wire, cable and connectors.
- B. UL Compliance. Comply with UL standards pertaining to wire, cable and connectors.
- C. UL Labels. Provide electrical wires, cables and connectors which have been UL listed and labeled.
- D. NEMA/ICEA Compliance. Comply with applicable portions of NEMA/Insulated Cable Engineers Association standards pertaining to material, construction and testing of wire and cable.
- E. ANSI/ASTM. Comply with applicable portions of ANSI/ASTM standards pertaining to construction of wire and cable.

2.02 ACCEPTABLE MANUFACTURERS

- A. Available Manufacturers. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to the following:
- B. Manufacturers. Subject to compliance with requirements, provide products of one of the following (for each type of wire, cable and connector):

Wire and Cable

General Cable Corporation
Southwire Company
Triangle PWC, Inc.

Connectors

AMP, Inc.
Burndy Corporation
Ideal Industries, Inc.
Thomas and Betts Company

2.03 WIRE, CABLE AND CONNECTORS

- A. General. Except as otherwise indicated, provide wire, cable and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, and as required for installation.
- B. Wire. Provide factory-fabricated wire of sizes, ratings, materials and types indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with project's installation requirements and NEC standards. Select from the following types, materials, conductors, configurations, insulation and coverings:
 - UL Type: MTW
 - UL Type: THHN
 - UL Type: THWN
- C. Material: Copper
- D. Conductors: Solid (AWG 20 to AWG 8 only)
Conductors: Concentric-lay-stranded (standard flexibility)
Outer Covering: Thermoplastic
- E. Cable. Provide factory-fabricated, metal connectors of sizes, ratings, materials, types and classes as indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with installation requirements and NEC standards.

2.04 CONNECTORS

- A. Provide factor-fabricated, metal connectors of sizes, ratings, material, types and classes as indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with installation requirements and NEC standards. Select from the following types, classes, kinds and styles:

Type: Pressure
Class: Noninsulated
Kind: Copper (for Cu to Cu connection)
Style: Butt connection
Style: Split-bolt parallel connection
Style: Tap connection
Style: Pigtail connection

PART 3 - EXECUTION

3.01 GENERAL

- A. General. Install electrical cables, wires and connectors as indicated, in compliance with manufacturer's written instruction, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.
- B. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.
- C. Use pulling compound or lubricant, where necessary; compound must not deteriorate conductor or installation.
- D. Keep conductor splices to minimum.
- E. Install splices and tapes which have mechanical strength and insulation rating equivalent-to-better than conductor.
- F. Field Quality Control. Prior to, and after, test cable and wire for continuity of circuitry, and also for short circuits. Correct malfunctions when detected.
- G. Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements.

END OF SECTION

SECTION 16130
ELECTRICAL BOXES AND FITTINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of electrical box and electrical fittings work is indicated by drawings and schedules.

Types of electrical boxes and fittings in this section include the following:

Outlet Boxes
Junction Boxes
Pull Boxes
Conduit Bodies
Bushings
Knockout Closures

PART 2 - MATERIALS AND EQUIPMENT

2.01 NEC COMPLIANCE

- A. Comply with NEC as applicable for construction and installation of electrical wiring boxes and fittings.
- B. UL Compliance. Provide electrical boxes and fittings which have been UL listed and labeled.
- C. ANSI/NEMA Standards Compliance. Comply with ANSI 134.1 (NEMA Standards PUB No. OS 1) as applicable to sheet-steel outlet boxes, device boxes, covers, and box supports.

2.02 FABRICATED MATERIALS

- A. Interior Outlet Boxes. Provide galvanized flat rolled sheet steel interior outlet wiring boxes, of types, shapes, and sizes, including box depths, to suite each respective location and installation; construct with stamped knockouts in back and sides, and with thread screw holes with corrosion-resistant screws for securing box covers and wiring devices.
1. Manufacturer. Subject to compliance with requirements, provide interior outlet boxes of one of the following:

Adalet-PLM Div., Scott and Fetzer Co.

Appelton Electrical Company\
Bell Electric/Square D Co.
RACO, Inc.
Steel City/Midland-Ross Corp.

- B. Weatherproof Outlet Boxes. Provide corrosion-resistant cast metal weatherproof outlet wiring boxes, of types, shapes, and sizes, including depth of boxes, with threaded conduit ends, cast-metal face plates and spring-tipped waterproof caps suitably configured for each application, including face plate gaskets and corrosion-resistant fasteners.
1. Manufacturer. Subject to compliance with requirements, provide weatherproof outlet boxes of one of the following:
- Bell Electric/Square D Co.
Harvey Hubbel, Inc.
O-Z/Gedney Co.
- C. Junction and Pull Boxes. Provide galvanized code-gauge sheet junction and pull boxes, with screw-on covers; of types, shapes, and sizes, to suite each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers.
1. Manufacturer. Subject to compliance with requirements, provide junction and pull boxes of one of the following:
- Adelet-PLM Div., Scott Fetzer Co.
Appelton Electric Co.
Bell Electric/Square D Co.
Spring City Elec. Mfg. Co.
- D. Conduit Bodies: Provide galvanized cast-metal conduit bodies, of types, shapes, and sizes to suite respective location, construct with thread-conduit-entrance ends, removable covers, and corrosion-resistant screws.
1. Manufacturer. Subject to compliance with requirements, provide conduit bodies of one of the following:
- Appelton Electric Co.
Killark Electric Mfg. Co.
O-Z/Gedney Co.
- E. Bushings, Knockout Closures and Locknuts. Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and malleable iron conduit bushings, offset connectors, of types and sizes, to suite respective uses and installations.

PART 3 - EXECUTION

3.01 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS

- A. General. Install electrical boxes and fittings where indicated, complying with manufacturer's written instruction, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- B. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.
- C. Provide weatherproof outlets for interior and exterior locations exposed to weather and moisture.
- D. Provide knockout closure to cap unused knockout holes where blanks have been removed.
- E. Install boxes and conduit bodies in those locations to ensure ready accessibility of electrical wiring.
- F. Avoid using round boxes where conduit must enter box through side of box, which would result in difficult and insecure connections when fastened with locknut or bushing on rounded surface.
- G. Fasten boxes rigidly to substrates or structural to which attached, or solidly embedded electrical boxes in concrete or masonry.
- H. Provide electrical connections for installation boxes.

END OF SECTION

SECTION 16180

DISCONNECT SWITCHES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Work Specified Elsewhere
 - 1. Section 16181 – Fuses
- B. Requirements
 - 1. Individually mounted disconnect switches for protection of feeders and branch circuits.

1.02 QUALITY ASSURANCE

- A. Acceptable manufacturers - Square-D.
- B. Requirements of Regulatory Agencies
 - 1. Compliance with the following nationally recognized standards:
 - a. NEMA KS-1 - Enclosed Switches
 - b. Federal Specification WSS-865C.

1.03 SUBMITTALS

- A. Contractor submittals
 - 1. Include evidence of UL listing for each assembly with contractor submittals.

PART 2 - PRODUCTS

2.01 DISCONNECT SWITCHES

- A. General
 - 1. Switches shall be three-pole, three-pole double throw heavy duty industrial type rated for the voltage at which they are applied. Provide an insulated solid neutral bar and a ground bar for switches in 4-wire circuits.

2. All switches shall have switch blades which are fully visible in the "off" position, when the door is open.
3. Switches shall have a quick make and quick break operating feature and mechanism, and shall produce a true interlock to prevent opening the switch cabinet while the switch handle is in the "on" position. The switch handle shall have provision for padlock.
4. Lugs shall be UL listed for copper and/or aluminum cables and front removable.
5. Switches shall be fusible or non-fusible as indicated on the drawings.
6. For fused switches, the fuses shall be the cartridge type, as specified elsewhere. The fuse sizes shall be as indicated on the drawings or as required for the application.
7. Enclosures shall be suitable for the wiring methods of the area involved. Outdoor switches shall have a minimum of NEMA 3R enclosures.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install individually mounted and enclosed, and fused/non-fused safety switches at approximate locations indicated on drawings in a readily accessible location with proper work space per NEC. Locate top of box at approximately 60" above finished floor unless otherwise noted. Arrangements resulting in top of handle at or above 6'-5" AFF are prohibited. Provide enclosures as appropriate for the location. Provide structural channel supports on masonry construction maintaining air space from wall/structure where exposed to moisture.

END OF SECTION

SECTION 16181

FUSES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Related Work Specified Elsewhere
 - 1. Section 16180 – Disconnect Switches
- B. Requirements
 - 1. Low voltage fuses: 600 volts and less, for use with switches.

1.02 QUALITY ASSURANCE

- A. Acceptable manufacturers
 - 1. Low voltage fuses: Bussmann, Gould Shawmut, or Economy.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Fuses shall be rated for the voltage at which they are applied.
- B. Fuses shall be dual element.
- C. Fuses shall have minimum interrupting ratings required for the location where they are applied.

2.02 SERVICE ENTRANCE MAINS, FEEDERS AND BRANCH CIRCUITS

- A. Circuits 600 Amps or less shall be protected by current-limiting fuses. Fuses shall hold 500% of rated current for a minimum of 10 seconds and shall be UL listed and CSA certified with an interrupting of 200,000 rms symmetrical amperes. Gould Shawmut AJT or equal.
- B. Motor and Motor Controller Protection – All individual motor circuits shall be protected by Class J or Class L time delay fuse as follows:
 - Class J – AJT
 - Class L – A4BQ, A4BY, A4BT

- C. Circuit breakers and Circuit Breaker Panels shall be protected by Class J or Class L fuses sized in accordance with Tested UL. Series rated combination published in the UL Recognized Component Directory. Fuses shall be as follows:

Class J – AJT

Class L – A4BQ, A4By, A4BT

- D. Control Circuits shall be protected by Class CC time delay. Class CC – ATDR, ATQR.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install quantity and type as required for device requiring fuses.
- B. Replace all fuses, which fail or are found to be defective during an inspection of all fuses.
- C. Supply one set of spare fuses for each fuse type and rating used on the project. The spare fuses shall be installed in a wall mounted cabinet neatly arranged in clips or holders. Mark the cabinet "Disconnect Switch Fuses", engraved in a plastic laminated nameplate.

END OF SECTION

SECTION 16450 GROUNDING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of grounding work is indicated by drawings and schedules.
- B. Application of grounding work in this section include the following:

- Underground Metal Piping
- Metal Building Frames
- Ground Electrodes
- Separately Derived Systems
- Service Equipment
- Enclosures
- Equipment

Requirements of this section apply to electrical grounding work specified elsewhere in these specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 CONDUCTORS AND GROUND RODS

- A. Conductors. Copper cable; strand dia 0.045'; 14 strands.
- B. Ground Rods. Solid copper 5/8" dia. x 10'.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install electrical grounding systems where shown, in accordance with applicable portion of NEC, with NECA's "Standard of Installation", and in accordance with recognized industry practices to ensure that products comply with requirement and serve intended functions.

END OF SECTION

SECTION 16620
STANDBY GENERATOR SET - DIESEL

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. Work Included: Provide standby engine-driven generator set work as shown, scheduled, indicated, and as specified.
- B. Type: The type of standby engine-driven generator set required for the project includes diesel engine-driven generator.

1.2 STANDARDS:

- A. Equipment and Manufacturers shall comply with applicable sections of the latest edition of the following standards.
 - 1. UL2200
 - 2. NEC
 - 3. NFPA 37
 - 4. NFPA 110 Level 1
 - 5. UL508A
 - 6. IEEE
 - 7. NEMA
 - 8. ANSI
 - 9. ISO9001

1.3 QUALITY ASSURANCE:

- A. UL2200 Compliance: Generator must be UL2200 certified.
- B. NEC and NFPA Compliance: Comply with applicable portions of the NEC including, but not limited, emergency and standby power generation systems and NFPA 37, and NFPA 110.
- C. IEEE Compliance: Comply with applicable Institute of Electrical and Electronics Engineers (IEEE) standard pertaining to generator construction.
- D. ISO 9001 Compliance: Generator manufacturer must comply with ISO9001 Standards.
- E. Emissions Compliance: The generator set engine shall comply with all applicable emissions regulations and requirements for Ormond Beach, Volusia County, Florida and

shall comply with all applicable EPA Tier Levels for Non-Road Engines that are currently in effect for Ormond Beach.

- F. Manufacturer: The system shall be built, tested, and shipped by the manufacturer of the Standby Electric Power System, who has been engaged in the production of engine-alternator sets, and associated controls for a minimum of 10 years.
- G. IBC Certificate of Compliance: Engine Generator Set shall have IBC Certificate of Compliance and must be tested in accordance of ICC-ES AC-156/ASCE7-16.

1.4 SUBMITTALS:

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective devices.
 - 3. Applicable component and accessory datasheets.
- B. Shop Drawings:
 - 1. Dimensioned outline drawings of engine-generator set, and other components specified.
 - 2. Wiring diagrams: Power, signal, and control wiring.
- C. Source Quality-control test reports:
 - 1. Prototype-unit test report.
 - 2. Performance Tests: Show compliance with specified requirements to meet performance criteria for sensitive loads.
 - 3. Factory Test Report.
 - 4. Report of Sound Generation.
 - 5. EPA Certificate of Conformity.
- D. Warranty Statement: Warranty requirements are listed in Section 00700.
- E. Operation and Maintenance Data: For packaged engine generators to include 3 sets of operation and maintenance manuals.

PART 2 – PRODUCTS

2.1. MANUFACTURERS

- A. Provide products with these specifications and produced by one of the following:
 - 1. HIMOINSA POWER SYSTEMS (dba HIPOWER).

2.2. ENGINE – GENERATOR SETS:

- A. General: Provide a new diesel outdoor rated engine-driven generator set, complete with safety devices, 600 amp main output breaker, Level 2 sound attenuated aluminum enclosure and rubber isometric vibration isolators. Units shall be rated for emergency standby service.
- B. Design Basis: The standby generator set(s) specified and shown on the drawings are based on A HIPOWER model HDI-160F generator and selected from data derived from manufacturer's engineering manuals.
 - 1. Ambient conditions: of 10 ft. altitude and an ambient temperature of 100 °F.
- C. System Capacity: The engine-generator set, as a unit, shall be rated for emergency standby capacity of 160 kW at 0.8 p.f., with an output of 600 amperes while generating 208Y/120 volt, 3-phase, 4 wire, 60 HZ power, and with performance as specified herein.
 - 1. The engine generator set shall be capable of developing 120 skVA for motor starting with a maximum voltage dip of 10% and while complying with performance requirements specified herein.
- D. Seismic Performance: Engine generator housing, engine generator, batteries, battery, racks, silencers, sound attenuating equipment, accessories, and components shall withstand the effects of earthquake motions determined according to ICC-ES AC-156/ASCE7-16. Generators must be tested in accordance with these codes. Calculations will not be approved.

2.3. DIESEL ENGINE

- A. Engine shall be a 6 cylinder, 4 cycle, turbocharged and aftercooled, fuel injected diesel engine, water-cooled with mounted water pump. The engine shall be manufactured by FPT Industrial, Mitsubishi, Volvo, Yanmar or approved equal.
- B. Recommended Fuel: #2 Diesel
- C. Rated Engine Speed: Shall not exceed 1800 RPM
- D. Service Rating: Emergency Standby
- E. Governor: Mechanical with 5% Droop.
- F. Filters: Air Cleaner, Fuel, and Lube Oil
- G. Cooling System: Closed Loop, Liquid Coolant, with Radiator Factory Mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.

1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent distilled water, with anticorrosion additives as recommended by engine manufacturer.
 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to full load.
 3. Temperature Control: Self-contained, thermostatic control valve modulates coolant flow automatically to maintain optimum coolant temperature as recommended by engine manufacturer.
- H. Muffler/Silencer: Sized as recommended by Genset manufacturer to be able to meet dBA requirement.
- I. Crankcase Drain: Arranged for complete gravity drainage to an external fitting on the base frame to allow for easy drainage with no disassembly and without the use of pumps, siphons, special tools, or appliances.
- J. Starting System: 12 volt electric with negative ground
1. Components: Sized so they will not be damaged during a full engine-cranking cycle with the maximum ambient conditions specified in Section 2.2.B - Design Basis.
 2. Cranking Motor: Heavy-Duty unit that automatically engages and releases from engine flywheel without binding.
 3. Cranking Cycle: Maximum of 30 seconds.
 4. Battery: Adequate capacity within ambient temperature range specified in Section 2.2.B - Design Basis.
 5. Battery Cable: Size as recommended by Genset manufacturer.
 6. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation.
 7. Battery Charger: Current-limiting, automatic-equalizing, and float-charging type. Unit shall comply with UL 1236 and include the following features:

- a. Operation: Equalizing-charging rate of 6 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. The unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg C to plus 60 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
 - e. Enclosure and Mounting: NEMA 1, wall-mounted cabinet.

- K. Cooling heater shall be manufactured by Hot start or equivalent. The heating system shall come with a complete thermosiphon or pump driven coolant heater with thermostat and all required controls.
 - 1. Cooling heater capacity shall be minimum 1500 Watts and suitable for operation on 120VAC single phase.
 - 2. Coolant heater shall be UL-C/US listed and labeled.
 - 3. The coolant heater shall be installed on the engine with silicone hose connections. The coolant heater installation shall be specifically designed to provide a proper venting system. The coolant heater element shall be replaceable draining the coolant from the generator set. The quick disconnect couplers/valves shall allow for the heater element to be replaced without draining the engine coolant or causing significant coolant loss. Electric immersion type heater elements are not accepted.

- L. Air Intake Filter: Engine-mounted air clear with replaceable dry-filter element.

2.4. GENERATOR

- A. Generator end shall be manufactured by Stamford or approved equal. Generator shall be 4-pole, revolving field type, brushless, skewed laminated, two thirds pitch wound,

rotating rectifier exciter, single bearing, permanently aligned generator connected to engine with flexible disc coupling, including the following:

- B. 12 Lead, reconnectable.
 - C. Electrical Insulation: Class H.
 - D. Temperature Rise: 125 deg C at 40 deg C.
 - E. Subtransient Reactance: 12% percent, maximum
 - F. Stator Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
 - G. Instrument Transformers mounted within generator enclosure.
 - H. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125% of rating.
 - I. A permanent magnet generator (PMG) shall provide excitation power to the automatic voltage regulator for immunity from voltage distortion caused by nonlinear SCR controlled loads on the generator.
 - J. Strip Heater: Thermostatically controller unit arranged to main stator windings
 - K. The alternator shall be constructed to protect against accidental contact and ingress of foreign bodies of water per IP23 as a minimum.
-
- 1. The generator shall include an automatic voltage regulator which is solid state type, include torque-matched generator mounted volts per hertz exciter-regulator to match engine and generator characteristics with voltage regulation +/- 1 percent from no load to full load. AVR includes manual controls to adjust stability, voltage level and voltage gain.
 - a. Voltage regulator should be 3-phase sensing.
 - b. Alternator shall have permanent magnet excitation (PMG) for the power source to the automatic voltage regulator.
 - 2. The generator waveform distortion at no load, harmonic content measured line to neutral shall not exceed 1.5%. Non-distorting balance linear load shall be less than 5%.

3. The generator telephone influence factor determined according to NEMA MG1, shall not exceed 50 percent.

2.5. FUEL OIL STORAGE

- A. UL142 Listed and Labeled Fuel Tank. The fuel tank shall be a double-walled, steel construction.
- B. Fuel storage tank shall be subbase type mounted beneath the generator set, double wall design with secondary spill containment; listed and labeled as complying with UL142.
- C. Sub-base tank shall be a minimum capacity of 540 usable gallons providing a 48 hours runtime at full load.
- D. Fuel storage tank shall be constructed with reinforced steel channel of sufficient size to support the generator set and other generator set accessories.
- E. Subbase tank shall be suitable for storage of #2 diesel fuel, be provided with all fuel system hoses as required for proper fuel flow from the engine and shall meet the following requirements:
 1. Direct reading fuel level gauge.
 2. Normal atmospheric vent.
 3. Emergency relief valve.
 4. Fuel fill with lockable cap.
 5. Low fuel level switch.
 6. Basin alarm switch, located within secondary containment interstitial space for detection of primary tank fuel leak
 7. Dedicated electrical conduit stub up area under breaker panel.

2.6 GENERATOR SET CONTROL

The generator set shall be provided with a UL508A Listed microprocessor-based control system, manufactured by Deep Sea Electronics, that is designed to provide automatic starting, monitoring, and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set, and remote

monitoring and control as described in this specification. The control shall be mounted on the generator set. The control shall be vibration isolated, and prototype tested to verify the durability of all components in the system under the vibration conditions encountered. The generator set mounted control shall include the following features and functions:

A. Control Functions

1. The control system shall allow operator setting of OFF, Manual Running, and Automatic (remote starting) modes. When in the RUN or Manual position the generator set shall start and accelerate to rated speed and voltage as directed by the operator. In the OFF position the generator set shall immediately stop, bypassing all time delays. In the AUTO position the generator set shall be ready to accept a signal from a remote device to start and accelerate to rated speed and voltage.
2. EMERGENCY STOP switch. Switch shall be Red "mushroom-head" push-button. Depressing the emergency stop switch shall cause the generator set to immediately shut down and be locked out from automatic restarting.

B. Generator Set AC Output Metering. The generator set shall be provided with a metering set including the following features and functions:

1. AC volts (L-L, L-N, Avg).
2. AC ammeter (Avg and Per Phase).
3. AC frequency meter.
4. Generator kW (Total and Per Phase)
5. Generator kVA (Total and Per Phase)
6. Generator kVAR (Total and Per Phase)
7. Power Factor (Avg and Per Phase)
8. Total kW-hr
9. Total kVAR-hr
10. % kW
11. % kVA
12. % kVAR
13. DC voltmeter (alternator battery charging).
14. Engine-coolant temperature gage.
15. Engine lubricating-oil pressure gage.
16. Engine oil temperature

17. Engine RPM
18. Engine Crank attempt counter
19. Engine successful start counter
20. Service maintenance interval
21. Real time clock
22. Running-time meter.

C. The generator set control shall include LED alarm and status indication lamps. The lamps shall be of high-intensity LED type. The generator set control shall indicate the existence of the warning and shutdown conditions on the control panel. Alarms and shutdowns including indication, time, date, and engine hour stamp stored in control panel for first and last occurrence:

1. Low oil pressure alarm/shutdown
2. High coolant temperature alarm/shutdown
3. Loss of coolant shutdown
4. Overspeed shutdown
5. Overcrank shutdown
6. Emergency stop shutdown
7. Low coolant temperature alarm
8. Low battery voltage alarm
9. High battery voltage alarm
10. Control switch not in auto position alarm
11. Battery charger failure alarm

D. The generator set controller shall be configurable by using non-proprietary PC software. Front panel editing must be available.

E. Control shall include Modbus RTU Communications as standard via RS- 485 and TCP via Ethernet.

F. Local Annunciation: Comply with NFPA 110 requirements for Level 1 systems. Include individual lights in control and monitoring panel.

1. Overcrank shutdown.
2. Coolant low-temperature alarm.
3. Control switch not in auto position.

4. Battery-charger malfunction alarm.
5. Battery low-voltage alarm.
6. Engine high-temperature shutdown.
7. Lube-oil, low-pressure shutdown.
8. Overspeed shutdown.
9. Emergency-stop shutdown (local or remote).
10. Engine high temperature prealarm.
11. Lube-oil, low-pressure prealarm.
12. Day tank alarms.
13. Low coolant level

2.7 GENERATOR OVERCURRENT AND FAULT PROTECTION

- A. Generator Circuit Breaker: 600 Ampere Molded-case, electronic-trip type; 100 percent rated; complying with UL 489.
 1. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous.
 2. Trip Settings: Selected to coordinate with generator thermal damage curve.
 3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
 4. Auxiliary Contact: Tied to generator controller for breaker position.
 5. Mounting: Integrated with Gen-set by factory; Cable entry to coordinated with enclosure and sub-base frame.

2.8 OUTDOOR GENERATOR ENCLOSURE

- A. Enclosure that is vandal-resistant, weather-resistant acoustical steel housing, designed to reduce genset mechanical noise level to 72 dB(A), measured at a distance of 23 feet from the enclosure. Multiple doors shall be lockable and provide adequate access to components requiring maintenance. Instruments and control shall be mounted within enclosure.
- B. The Contractor shall provide signed and sealed drawings from a Registered Florida engineer confirming that the generator set, and its enclosure meets the wind load requirements of the Florida Building Code, and ASCE 7. Provide calculations in shop drawing including bolt in requirements for generator to concrete pad.
- C. The enclosure shall have at least four hinged side doors with heavy duty lockable latches.

- D. Exhaust silencer shall be mounted inside at the air discharge hood mounted in front of the radiator. Muffler installed on top of the engine in generator compartment may increase the temperature inside the enclosure. Mufflers located on top of engine inside enclosure or mufflers located on top of enclosure are not acceptable.
- E. Air discharge hood shall be mounted in front of the engine radiator and include an integral punched screed air discharge barrier mounted in front of the radiator and top of the muffler area to protect entry of small animals inside the enclosure.
- F. Air intake shall be provided as necessary as to the enclosure exterior for cooling air to enter the enclosure area so that air flows from back side of the generator, over the engine and out from the radiator side. Necessary deflectors need to be mounted inside enclosure to divert rainwater from the generator area.
- G. 100Amp, 120/208V Panel with breakers, NEC conduit, and wiring to all internal AC accessories.
 - 1. Interior Lights: AC/DC Enclosure Lighting Kit with Timer.
 - 2. 20A GFCI Receptacles.
 - 3. External E-stop on enclosure.
 - 4. Conduit and wiring to Battery Charger, Jacket Water Heater; pre-wired and designed for easy reconnection.
- H. All Carbon Steel or Aluminum enclosure surfaces are cleaned and power coated as follows:
 - 1. Base Coat – One coat A4700 primer (2.5 mils)
 - 2. Canopy Topcoat – One coat HIPOWER Matte Gray (2.5 mils). This coat coupled with A4700 Primer offers 5 mils of premium coating to all our canopies.
 - 3. Structural Parts/Chassis Topcoat – One Coat HIPOWER Matte Black (2.5 mils). This coat coupled with A4700 Primer offers 5 mils of premium coating to structural parts and chassis.
- I. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 100 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.

2.9 INCLUDED OPTIONS

- A. - VAC Adjustment Rheostat.

- B. - VAC Alternator Strip heater.
- C. - Non-Proprietary Generator Controller with gatewayless MODBUS connectivity.
- D. - Low Coolant Switch.
- E. - Binary Output Expansion Module – 8 Dry Contacts.
- F. - EPO Switch – NEMA3R/ Break Glass – Shipped Loose.
- G. - 12VDC Engine Starting Battery – GROUP 24F.
- H. - Manual Set – Hard Copy.

I. - PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.
- B. Examine roughing-in of piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- A. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.3 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping and specialties.
- B. Connect fuel, cooling-system, and exhaust-system piping adjacent to packaged engine generator to allow service and maintenance.

- C. Ground Equipment according to Section 16450.
- D. Connect wiring according to Section 16050.

3.4 IDENTIFICATION

- A. Identify system components according to applicable codes and standards.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- C. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
 - 2. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
- D. Tests and Inspections:
 - 1. The unit shall be tested at rated frequency and voltage.
 - 2. Following installation, the following tests shall be performed by the system manufacturer's local dealer representative(s) in the presence of the Owner's Engineer or designated appointee:
 - a. Pre-start checks:
 - aa. Oil Level
 - ab. Water Level
 - ac. Tank Fuel Level

- ad. Battery connection and charge condition
 - ae. Engine to control interconnects.
 - af. Engine generator intake/exhaust obstructions
3. Supplier shall provide onsite operation tests
- a. Load – 4 hours operation at 100% of full load rating. After the first half hour stabilization period at full load, the following shall be recorded at fifteen-minute intervals:
 - aa. Voltage, amps, and frequency
 - ab. Fuel pressure, oil pressure, and water temperature
 - ac. Ambient temperature
 - ad. Kilowatts
 - ae. Power Factor
 - af. kVARs
 - b. Test shall utilize resistive load banks for the full load. The minimum load shall be equal to the nameplate rating of the engine/generator set in kW. The generator supplier shall supply all load banks equipment necessary for connecting generator to load banks. Supplier shall provide all labor and material to perform test.
 - c. Proper operation of controls, engine shutdown and safety devices shall be demonstrated.
4. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions.
- a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
 - b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
 - c. Verify acceptance of charge for each element of the battery after discharge.
 - d. Verify that measurements are within manufacturer's specifications.
5. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float- charging conditions.
- E. Coordinate tests with tests for transfer switches and run them concurrently.

- F. Test instruments shall have been calibrated within the last 12 months, traceable to the standards of NIST, and adequate for making positive observation of test results. Make calibration records available for examination on request.
- G. Operational Test: After electrical circuitry has been energized, start units to confirm proper phase rotation and unit operation.
- H. Test and adjust controls and safety. Replace damaged and malfunctioning controls and equipment.
- I. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
- J. Report results of tests and inspections in writing.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

END OF SECTION

SECTION 16623
AUTOMATIC TRANSFER SWITCH

PART 1 GENERAL

1.01 Scope

Furnish and install automatic transfer switches (3ATS) with number of poles, amperage, voltage, and withstand current ratings as shown on the plans. Each automatic transfer shall consist of a mechanically held power transfer switch unit and a microprocessor controller, interconnected to provide complete automatic operation. All transfer switches and control panels shall be the product of the same manufacturer.

1.02 Acceptable Manufacturers

Automatic transfer switches shall be ASCO Series 300 (3ATS).

1.03 Codes and Standards

The automatic transfer switches and accessories shall conform to the requirements of:

- A. UL 1008 - Standard for Automatic Transfer Switches
- B. CSA C22.2 No.178 – 1978
- C. NFPA 70 - National Electrical Code
- D. NFPA 99 – Health Care Facilities
- E. NFPA 110 - Emergency and Standby Power Systems
- F. IEEE Standard 446 - IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- G. NEMA Standard ICS10-2005 (formerly ICS2-447) - AC Automatic Transfer Switches
- H. NEC Articles 700, 701, 702
- I. International Standards Organization ISO 9001: 2008
- J. IEC 60947 – 6 – 1

PART 2 PRODUCTS

2.01 Mechanically Held Transfer Switch

- A. The transfer switch unit shall be electrically operated and mechanically held. The electrical operator shall be a single-solenoid mechanism, momentarily energized. Main operators which include over current disconnect devices will not be accepted. The switch shall be mechanically interlocked to ensure only one of two possible positions, normal or emergency.
- B. The switch shall be positively locked and unaffected by momentary outages so that contact pressure is maintained at a constant value and temperature rise at the contacts is minimized for maximum reliability and operating life.
- C. All main contacts shall be silver composition. Switches rated 800 amperes and above shall have segmented blow-on construction for high withstand current capability and be protected by separate arcing contacts.

- D. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. A manual operating handle shall be provided for maintenance purposes. The handle shall permit the operator to manually stop the contacts at any point throughout their entire travel to inspect and service the contacts when required.
- E. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof which are not intended for continuous duty, repetitive switching or transfer between two active power sources are not acceptable.
- F. Where neutral conductors must be switched, the ATS shall be provided with fully-rated neutral transfer contacts.
- G. Where neutral conductors are to be solidly connected, a neutral terminal plate with fully-rated AL-CU pressure connectors shall be provided.

2.02 Group 'G' Controller with Integrated User Interface Panel

- A. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
- B. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, inherent serial communications capability, and the ability to communicate via the Ethernet through optional communications module
- C. A single controller shall provide single and three phase capability for maximum application flexibility and minimal spare part requirements. Voltage sensing shall be true RMS type and shall be accurate to $\pm 1\%$ of nominal voltage. Frequency sensing shall be accurate to $\pm 0.1\text{Hz}$. Time delay settings shall be accurate to $\pm 0.5\%$ of the full scale value of the time delay. The panel shall be capable of operating over a temperature range of -20 to $+70$ degrees C, and storage from -55 to $+85$ degrees C.
- D. The controller shall be enclosed with a protective cover and be mounted separate from the transfer switch unit for safety and ease of maintenance. Sensing and control logic shall be provided on printed circuit boards.
- E. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
 - 1. IEC 60947 – 6 – 1 Multiple Function Equipment Transfer Switching Equipment. 61000-4 Testing And Measurement Techniques - Overview
 - a. IEC 61000 – 4 - 2 Electrostatic Discharge Immunity
 - b. IEC 61000 – 4 - 3 Radiated RF Field Immunity.
 - c. IEC 61000 – 4 - 4 Electrical Fast Transient/Burst Immunity.
 - d. IEC 61000 – 4 - 5 Surge Immunity.
 - e. IEC 61000 – 4 – 6 Conducted RF Immunity.
 - 2. CISPR 11 – Conducted RF Emissions and Radiated RF Emissions

2.03 Enclosure

- A. The 3ATS shall be furnished in a NEMA type 1 enclosure unless otherwise shown on the plans.
- B. Provide strip heater with thermostat for Type 3R enclosure requirements.
- C. Controller shall be mounted on, visible, and operational through enclosure door.

PART 3 OPERATIONS

3.01 Controller Display and Keypad

- A. A 128*64 graphical LCD display and keypad shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and limited control through communications port. The following parameters shall only be adjustable via DIP switches on the controller.

1. Nominal line voltage and frequency
2. Single or three phase sensing on normal
3. Transfer operating mode configuration, (open transition, or delayed transition)

All instructions and controller settings shall be easily accessible, readable and accomplished without the use of codes, calculations, or instruction manuals.

3.02 Voltage and Frequency Sensing

- A. Voltage and frequency on both the normal and emergency sources (as noted below) shall be continuously monitored, with the following pickup ,dropout, and trip settings capabilities (values shown as % of nominal unless otherwise specified).

<u>Parameter</u>	<u>Sources</u>	<u>Dropout/Trip</u>	<u>Pickup/Reset</u>
Undervoltage	N & E	70 to 98%	85 to 100%
Overvoltage	N & E	102 to 116%	2% below trip
Underfrequency	N & E	85 to 98%	86 to 100%
Overfrequency	N & E	101 to 111%	2% below trip

- B. Repetitive accuracy of all settings shall be within 1% at +25C
- C. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keypad or remotely via serial communications port access.
- D. Source status screens shall be provided for both normal & emergency to provide digital readout of voltage and frequency. *Note: Single phase sensing on emergency*
- E. The backlit 128*64 graphical display shall have multiple language capability. Languages can be selected from the user interface.

3.03 Time Delays

- A. A time delay shall be provided to override momentary normal source outages and delay all transfer and engine starting signals, adjustable 0 to 6 seconds. It shall be possible to bypass the time delay from the controller user interface.

- B. A time delay shall be provided on transfer to emergency, adjustable from 0 to 60 minutes 59 seconds for controlled timing of transfer of loads to emergency. It shall be possible to bypass the time delay from the controller user interface.
- C. A generator stabilization time delay shall be provided after transfer to emergency adjustable 0 or 4 seconds.
- D. A time delay shall be provided on retransfer to normal, adjustable 0 to 9 hours 59 minutes 59 seconds. Time delay shall be automatically bypassed if emergency source fails and normal source is acceptable.
- E. A cooldown time delay shall be provided on shutdown of engine generator, Adjustable 0 to 60 minutes 59 seconds.
- F. All adjustable time delays shall be field adjustable without the use of special tools.
- G. A time delay activated output signal shall also be provided to drive an external relay(s) for selective load disconnect control. The controller shall have the ability to activate an adjustable 0 to 5 minutes 59 seconds time delay in any of the following modes:
 - 1. Prior to transfer only.
 - 2. Prior to and after transfer.
 - 3. Normal to emergency only.
 - 4. Emergency to normal only.
 - 5. Normal to emergency and emergency to normal.
 - 6. All transfer conditions or only when both sources are available.
- H. In the event that the alternate source is not accepted within the configured Failure to Accept time delay, the common alert indication shall become active.
- I. The controller shall also include the following built-in time delay for delayed transition operation.
 - 1. A time delay for the load disconnect position for delayed transition operation adjustable 0 to 5 minutes 59 seconds.

3.04 Additional Features

- A. The user interface shall be provided with test/reset modes. The test mode will simulate a normal source failure. The reset mode shall bypass the time delays on either transfer to emergency or retransfer to normal.
- B. A set of contacts rated 5 amps, 30 VDC shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down. setting, regardless of whether the normal source restores before the load is transferred.
- C. Auxiliary contacts, rated 10 amps, 250 VAC shall be provided consisting of one contact, closed when the ATS is connected to the normal source and one contact closed when the ATS is connected to the emergency source.

- D. A single alarm indication shall light up the alert indicator and de – energize the configured common alarm output relay for external monitoring.
- E. LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red).
- F. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal (green) and emergency (red) source, as determined by the voltage sensing trip and reset settings for each source.
- G. LED indicating light shall be provided to indicate switch not in automatic mode (manual); and blinking (amber) to indicate transfer inhibit.
- H. LED indicating light shall be provided to indicate any alarm condition or active time delay (red).

The following features shall be built – in to the controller, but capable of being activated through keypad programming or the serial port only when required by the user:

- I. Provide the ability to select “commit/no commit to transfer” to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.
- J. A variable window inphase monitor shall be provided in the controller. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external control of power sources. The inphase monitor shall be specifically designed for and be the product of the ATS manufacturer. The inphase monitor shall be equal to ASCO feature 27.
- K. An engine generator exercising timer shall be provided to configure weekly and bi-weekly automatic testing of an engine generator set with or without load for 20 minutes fixed. It shall be capable of being configured to indicate a day of the week, and time weekly testing should occur.

The following feature shall be built – into the controller, but capable of being activated through keypad programming, communications interface port, or additional hardware.

- L. Terminals shall be provided for a remote contact to signal the ATS to transfer to emergency. This inhibit signal can be enabled through the keypad or serial port.
- M. System Status - The controller LCD display shall include a “System Status” screen which shall be readily accessible from any point in the menu by depressing the “ESC” key. This screen shall display a clear description of the active operating sequences and switch position. For example,

***Normal Failed
Load on Normal
TD Normal to Emerg
2min15s***

Controllers that require multiple screens to determine system status or display “coded” system status messages, which must be explained by references in the operator’s manual are not permissible.

- N. Self Diagnostics** – The controller shall contain a diagnostic screen for the purpose of detecting system errors. This screen shall provide information on the status input signals to the controller which may be preventing load transfer commands from being completed.
- O. Communications Interface** – The controller shall be capable of interfacing, through an optional serial communication port with a network of transfer switches, locally (up to 4000 ft.). Standard software specific for transfer switch applications shall be available by the transfer switch manufacturer. This software shall allow for the monitoring, control, and setup of parameters.
- P. Data Logging** – The controller shall have the ability to log data and to maintain the last 99 events, even in the event of total power loss. The following events shall be time and date stamped and maintained in a non – volatile memory.

- 1. Event Logging

- 1. Data and time and reason for transfer normal to emergency
 - 2. Data and time and reason for transfer emergency to normal
 - 3. Data and time and reason for engine start
 - 4. Data and time engine stopped
 - 5. Data and time emergency source available
 - 6. Data and time emergency source not available

- 2. Statistical Data

- 1. Total number of transfers
 - 2. Total number of transfers due to source failure
 - 3. Total number of day’s controller is energized
 - 4. Total number of hours both normal and emergency sources are Available
 - 5. Total time load is connected to normal
 - 6. Total time load is connected to emergency
 - 7. Last engine start
 - 8. Last engine start up time
 - 9. Input and output status

4.01 Optional Features

A. Accessory Package - An accessory bundle shall be provided that includes:

- 1. A fully programmable engine exerciser with seven independent routines to exercise the engine generator, with or without load on a daily weekly, bi – weekly, or monthly basis.
- 2. Event log display that shows event number, time and date of events, event type, and reason (if applicable). A minimum of 300 events shall be stored.
- 3. RS – 485 communications port enabled.
- 4. Common alarm output contact.

(This feature shall be equal to ASCO accessory 11BE, and shall be capable of being activated for existing switches through optional accessory dongle).

B. Controller Power Supply - A backup power UPS shall be provided to allow controller to run for 3 minutes minimum without AC power. (This feature shall be equal to ASCO accessory 1UP, and shall be capable of being added to existing switches without modification).

C. Communications Module – Shall provide remote interface module to support monitoring of vendor's transfer switch, controller and optional power meter. Module shall provide status, analog parameters, event logs, equipment settings & configurations over embedded webpage and open protocol. Features shall include:

1. Email notifications and SNMP traps of selectable events and alarms may be sent to a mobile device or PC.
2. Modbus TCP/IP, SNMP, HTTP, SMTP open protocols shall be simultaneously supported.
3. Web app interface requiring user credentials to monitor and control the transfer switch supporting modern smart phones, tablets and PC browsers. User will be able to view the dynamic one-line, ATS controls status, alarms, metering, event logging as well as settings.
4. Secure access shall be provided by requiring credentials for a minimum of 3 user privilege levels to the web app, monitor (view only), control (view and control) and administrator (view, control and change settings). 128-Bit AES encryption standard shall be supported for all means of connectivity.
5. Shall allow for the initiating of transfers, retransfers, bypassing of active timers and the activating/deactivating of engine start signal shall be available over the embedded webpage and to the transfer switch vendor's monitoring equipment.
6. An event log displaying a minimum of three-hundred (300) events shall be viewable and printable from the embedded webpages and accessible from supported open protocols.
7. Four (4) 100 Mbps Ethernet copper RJ-45 ports, two (2) serial ports, and LEDs for diagnostics.
8. DIN rail mountable.

This option shall be equivalent to ASCO accessory 72EE

D. Surge Suppression – A TVSS with a surge current rating of 65kA shall be provided with individually matched fused metal oxide varistors (MOVs). It shall include LED status indication of normal operation, under voltage, power loss, phase loss or component failure. Shall include form C dry contacts for external alarm or monitoring. The unit shall be enclosed in a Noryl housing rated NEMA 4, 12, and 4X. Shall comply with UL 1449 3rd edition (This feature shall be equal to ASCO accessory 73, and shall be capable of being added to existing switches).

PART 5 ADDITIONAL REQUIREMENTS

5.01 Withstand and Closing Ratings

- A.** The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of overcurrent protection

shown on the plans. WCR ATS ratings shall be as follows when used with specific circuit breakers:

ATS Size	Withstand & Closing Rating MCCB (480v/60hz)	W/CLF
30	22,000A	100,000
70 - 200	22,000A	200,000
230	25,000A	100,000
260 – 400	42,000A	200,000
600	50,000A	200,000
800 – 1200	65,000A	200,000
1600 – 2000	85,000A	200,000
2600 – 3000	100,000A	200,000

5.02 Tests and Certification

- A.** The complete 3ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- B.** Upon request, the manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and closing ratings. The certification shall identify, by serial number(s), the equipment involved. No exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.
- C.** The ATS manufacturer shall be certified to ISO 9001: 2008 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation and servicing in accordance with ISO 9001: 2008.

5.03 Service Representation

- A.** The ATS manufacturer shall maintain a national service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call 24 hours a day, 365 days a year.
- B.** The manufacturer shall maintain records of switch shipments, by serial number, for a minimum of 20 years.
- C.** For ease of maintenance, the transfer switch nameplate shall include drawing numbers and serviceable part numbers.

END OF SECTION

Appendix A
FP&L Requirements



Electric Service Standards

DATE
1-15-2024

PREPARED BY

SUBJECT

SECTION: PAGE

Delivery Assurance –
Design Support

VI. METERING EQUIPMENT

VI - 8 of 16

FIGURE VI-3
CT Metering Configuration 6,7, 8, 9 - CT Cabinet Mounted on Wall or Inside a Vault

1. IT rated meter socket provided and installed by customer: ____ 1 ph or ____X____ 3 ph (check one)
2. Wall mounted current transformer (CT) cabinet provided and installed by customer.
3. 1-1/2" minimum rigid galvanized conduit (with bushings), or 1-1/2" minimum Schedule 80 PVC conduit with pull string installed between meter socket and current transformer cabinet provided and installed by customer. Maximum of 2-90 degree bends, no condulets allowed. **Maximum allowed distance from socket to cabinet is 40 feet.**
4. Window CTs provided by FPL and installed in the CT cabinet by the customer before pulling wire. Ensure the CTs are installed in the correct orientation (indicator dot toward the source).
5. Customer's conductor(s) must run continuous through the current transformer cabinet.
6. Size and number of conductors entering **shall** equal the size and number of conductors exiting.
7. Conduits / Cables must enter / exit opposing corners "AA" to "AA" or "BB" to "BB") as indicated below, within 10" of the cabinet's corner, and **must** be approved by FPL before installation.
8. Configuration 9 is for conduit / wire combinations exceeding the limits of Configuration 8. The cabinet will be custom designed and built by the customer to FPL specifications. **Contact FPL before specifying this configuration.**
9. For general installation and bonding details, refer to [Figure VI-4](#) "CT Cabinet and IT rated Meter Socket Installation and Bonding".

Note: Customer to label meter socket and switch covers with permanent and weatherproof/UV resistant placard with engraved letters. Markings should also be put **inside** meter socket with paint or other permanent durable marker (to prevent confusion if covers are interchanged before service is connected).

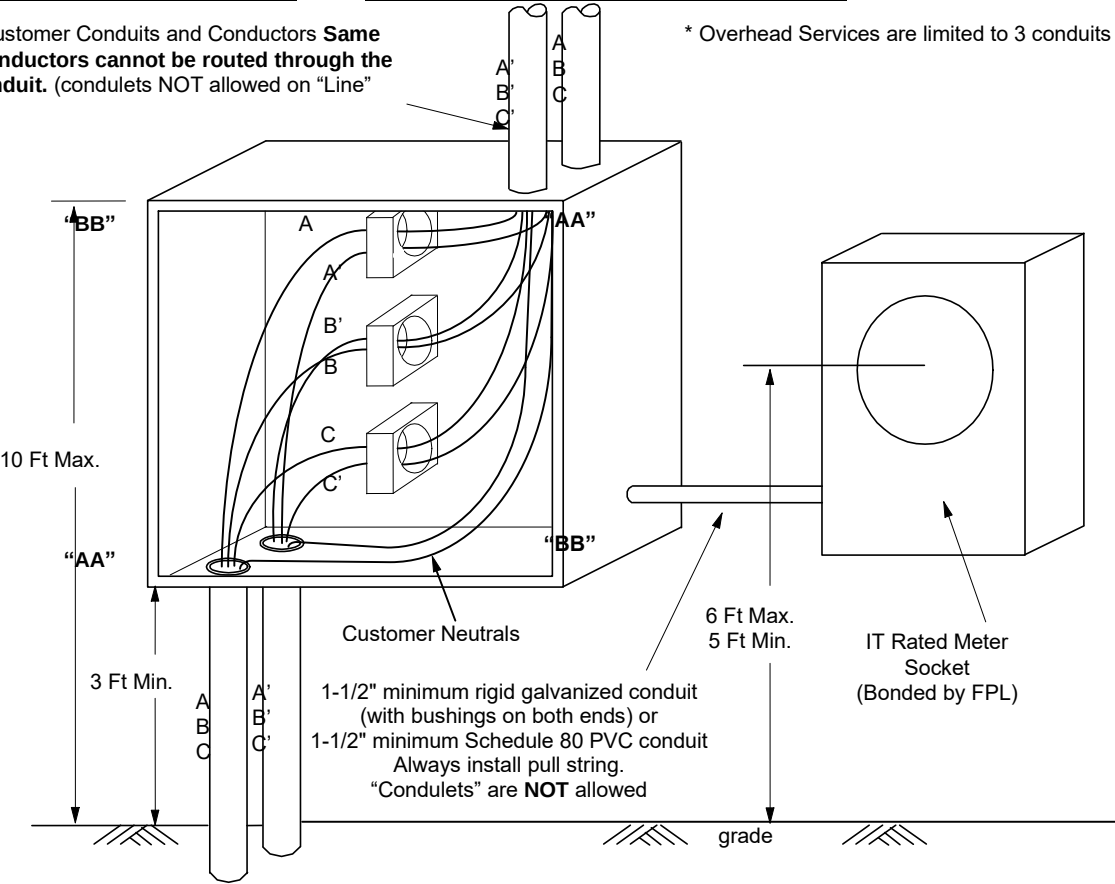
MAXIMUM CONDUCTOR SIZE AND NUMBER			
Conf	Wires per phase	Size Copper MCM	Size Alum MCM
7	2	600	400
8	4	600	400
9	Custom Designed		

MAXIMUM CONDUIT SIZE AND NUMBER			
Conf	Conduit Size	# Conduits Entering	# Conduits Exiting
7	4"	2	2
8	4"	4	4
9	Per Customer Requirements		

		CT Ratio		MAX AMPS
✓	Window Size	Ratio		
	Small	600:5		1200
	Interm	600:5		1800
	Interm	1000:5		2000
	Large	2000:5		4000
	Large	4000:5		6000

Typical Customer Conduits and Conductors **Same Phase conductors cannot be routed through the same conduit.** (condulets NOT allowed on "Line" side)

* Overhead Services are limited to 3 conduits





Electric Service Standards

DATE
1-15-2024

PREPARED BY

SUBJECT

SECTION: PAGE

**Delivery Assurance –
Design Support**

VI. METERING EQUIPMENT

VI - 9 of 16

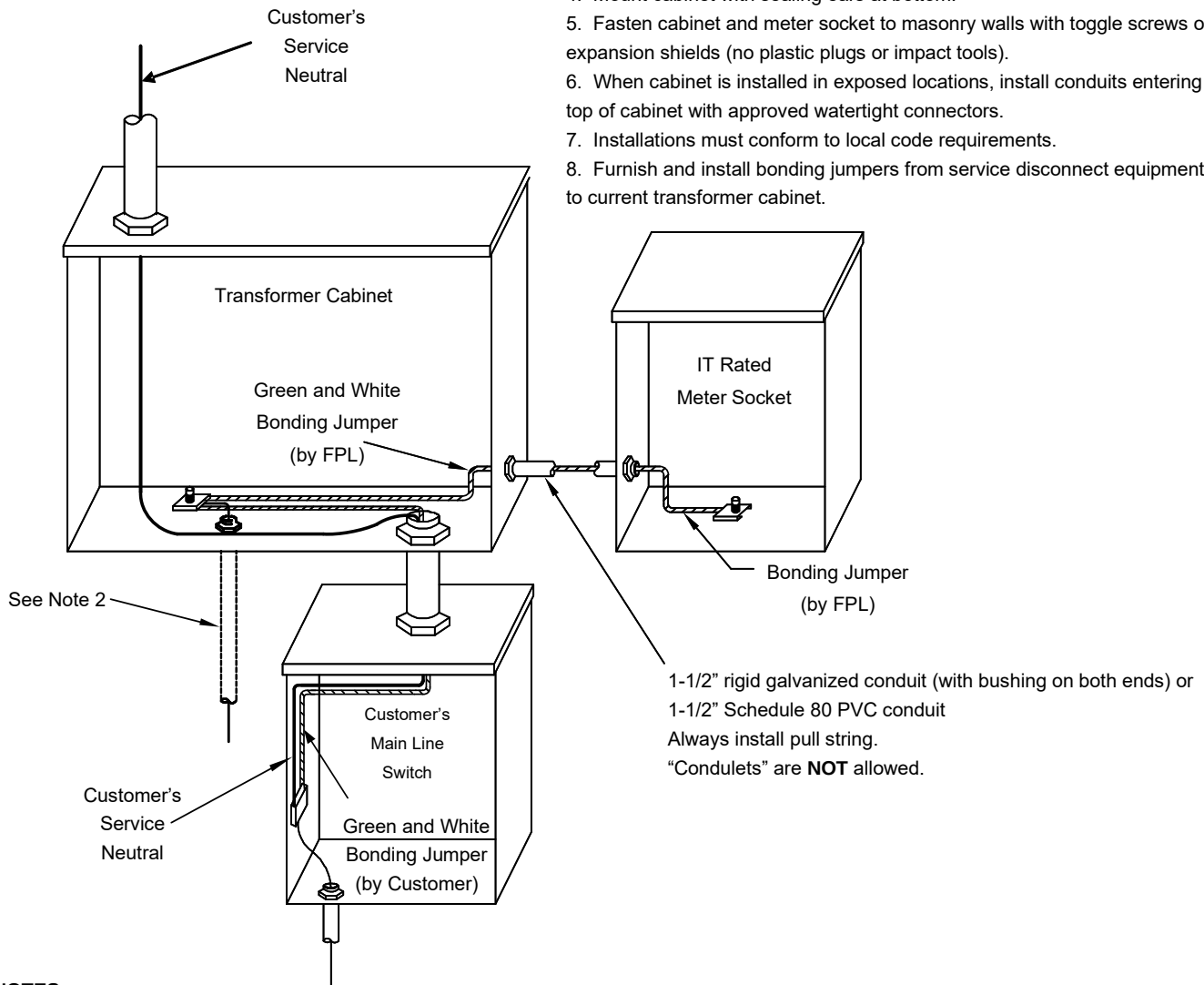
**FIGURE VI-4
CT Cabinet and IT Rated Meter Socket - Installation and Bonding**

FPL Will:

1. Furnish and install the IT rated meter socket bonding wire.
2. Furnish and install the instrument transformers, the wiring from the transformer secondary to the meter, and set the meter.

The Customer Will:

1. Furnish and install the service entrance conduit, conductors, and equipment, including grounds.
2. Furnish and install the IT rated meter socket, current transformer cabinet (when required), and equipment enclosures (when required).
3. Furnish and install any conduit necessary to connect the cabinets and sockets including a pull string.
4. Mount cabinet with sealing ears at bottom.
5. Fasten cabinet and meter socket to masonry walls with toggle screws or expansion shields (no plastic plugs or impact tools).
6. When cabinet is installed in exposed locations, install conduits entering top of cabinet with approved watertight connectors.
7. Installations must conform to local code requirements.
8. Furnish and install bonding jumpers from service disconnect equipment to current transformer cabinet.



NOTES:

1. All IT rated meter sockets and current transformer cabinets to be bonded with #12C bonding jumper (green with white stripe) by FPL. Customer's service disconnect equipment to be bonded to current transformer cabinet with #12C bonding jumper (green with white stripe) by the customer.
2. If the IT rated meter socket or transformer cabinet is mounted on a utility pole, then it is to be grounded per FPL distribution standards.
3. Customer's conductor(s) must be continuous through the transformer cabinet.



Revised
06/17/2025

Florida Power & Light

Approved Transformer Rated Equipment

Note: Instrument Transformer Rated Meter Sockets and Cabinets on this list are only approved for use in the FPL Service Area excluding FPL Northwest. Before purchase, please contact your FPL Representative. Instrument Transformer Metering must be approved by FPL.

INSTRUMENT RATED METER SOCKETS

Manufacturer	Amp	Catalog Number	No of Phases	Service	Pos	Term	Test SW	Config
Anchor	20	RTSS6-73-FP&L (Steel)	1	Ov/Un	1	6	Y	6-12
Anchor	20	RTSA6-73-FP&L (Alum)	1	Ov/Un	1	6	Y	6-12
Anchor	20	RTSS13-13-FP&L (Steel)	3	Ov/Un	1	13	Y	6-12
Anchor	20	RTSA13-13-FP&L (Alum)	3	Ov/Un	1	13	Y	6-12
Brooks	20	652U3010C6-388 (Q6 Alum)	1	Ov/Un	1	6	Y	6-12
Brooks	20	602U3010C6-388 (Q6 Steel)	1	Ov/Un	1	6	Y	6-12
Brooks	20	602U3010C13-387 (TUV Steel)	3	Ov/Un	1	13	Y	6-12
Brooks	20	605U8010C13-934 (TUV Steel Snap 2)	3	Ov/Un	1	13	Y	6-12
Brooks	20	652U3010C13-387 (TUV Alum)	3	Ov/Un	1	13	Y	6-12
Brooks	20	655U8010C13-934 (TUV Alum Snap 2)	3	Ov/Un	1	13	Y	6-12
Cooper B-Line	20	ST02133N1AL1F (TUV ALUM)	3	Ov/Un	1	13	Y	6-12
Cooper B-Line	20	ST02063N1GR1F (Q6 STEEL)	1	Ov/Un	1	6	Y	6-12
Cooper B-Line	20	ST02063N1AL1F (Q6 ALUM)	1	Ov/Un	1	6	Y	6-12
Cooper B-Line	20	ST02133N1GR1F (TUV STEEL)	3	Ov/Un	1	13	Y	6-12
Durham	20	USTH6-1C756xxx (Q6 Steel)	1	Ov/Un	1	6	Y	6-12
Durham	20	UASTH13B757xxx (TUV Alum)	3	Ov/Un	1	13	Y	6-12
Durham	20	USTH13B758xxx (TUV Steel)	3	Ov/Un	1	13	Y	6-12
Durham	20	UASTH6-1C755xxx (Q6 Alum)	1	Ov/Un	1	6	Y	6-12
Milbank	20	UAPC4512 (TUV Alum)	3	Ov/Un	1	13	Y	6-12
Milbank	20	UC4511 (Q6 Steel)	1	Ov/Un	1	6	Y	6-12
Milbank	20	UAPC4511 (Q6 Alum)	1	Ov/Un	1	6	Y	6-12
Milbank	20	UC4512 (TUV Steel)	3	Ov/Un	1	13	Y	6-12
Talon/Siemens	20	9837-0425 (PTS-13 Steel)	3	Ov/Un	1	13	Y	6-12
Talon/Siemens	20	9837-0423 (PTS-6 Steel)	1	Ov/Un	1	6	Y	6-12
Talon/Siemens	20	9837-0424 (PTS-13 Alum)	3	Ov/Un	1	13	Y	6-12
Talon/Siemens	20	9837-0422 (PTS-6 Aluminum)	1	Ov/Un	1	6	Y	6-12



Florida Power & Light

Approved Transformer Rated Equipment

Note: Instrument Transformer Rated Meter Sockets and Cabinets on this list are only approved for use in the FPL Service Area excluding FPL Northwest. Before purchase, please contact your FPL Representative. Instrument Transformer Metering must be approved by FPL.

WALL MOUNTED TRANSFORMER CABINETS

FPL will no longer accept Steel or Stainless TC-3 and TC-5 cabinets with pull-off covers. Only Aluminum pull-off covers are allowed. All Steel and Stainless TC-3 and TC-5 cabinets must have hinged doors. Contact Meter Engineering for correct part number and approval.

***Max number of conductors is the TOTAL number of conductors ENTERING the cabinet plus the number EXITING**

Manufacturer	Catalog Number (Dimensions - H"xW"xD")	No of Phases	Max # of Conduits (Total # In and Out)	*Max # and Size of the Conductors	Config
Austin Co.	FPL-C-TC1-SS (Custom Stainless - As Required)	3	As required	As required	9
Austin Co.	FPL-S-TC3-GRAY (TC-3 Galv - 34 x 32 x 10)	1,3	4-4"	8 - 600C or 8 - 400A	7
Austin Co.	FPL-C-TC1-GRAY (Custom Steel - As Required)	3	As required	As required	9
Austin Co.	FPL-C-TC1 (Custom Alum - As Required)	3	As required	As required	9
Austin Co.	FPL-S-TC5 SS (TC-5X SS - 46 x 30 x 14.5)	3	8-4"	16-600C or 16-400A	8
Austin Co.	FPL-S-TC5-GRAY (TC-5X Galv - 46 x 30 x 14.5)	3	8-4"	16-600C or 16-400A	8
Austin Co.	FPL-S-TC5 (TC-5X Alum - 46 x 30 x 14.5)	3	8-4"	16-600C or 16-400A	8
Austin Co.	FPL-S-TC3 SS (TC-3 SS - 34 x 32 x 10)	1,3	4-4"	8 - 600C or 8 - 400A	7
Austin Co.	FPL-S-TC3 (TC-3 Alum - 34 x 32 x 10)	1,3	4-4"	8 - 600C or 8 - 400A	7
Brooks	561U3815G (TC-3 Alum - 34 x 32 x 12)	1,3	4-4"	8 - 600C or 8 - 400A	7
Brooks	561U3802 (TC-5X Alum - 46 x 30 x 14.5)	3	8-4"	16-600C or 16-400A	8
Brooks	561U3801 (TC-3 Alum - 34 x 32 x 10)	1,3	4-4"	8 - 600C or 8 - 400A	7
C&I Enclosures	C-343212FPLHG-TC3 (TC-3 Alum, Hinged Cover, 34 x 32 x 10)	1,3	4-4"	8 - 600C or 8 - 400A	7
C&I Enclosures	C-343212FPLA-TC3 (TC-3 Alum - 34 x 32 x 10)	1,3	4-4"	8 - 600C or 8 - 400A	7
C&I Enclosures	C-463014.50FPLA-TC5 (TC-5 Alum - 46 x 30 x 14)	3	8-4"	16-600C or 16-400A	8
C&I Enclosures	C-463014.50FPLHG-TC5 (TC-5 Alum, Hinged Cov)	3	8-4"	16-600C or 16-400A	8
Cooper B-Line	304614.5 RTCT1F (TC-5X Steel - 46 x 30 x 14.5)	3	8-4"	16-600C or 16-400A	8



Florida Power & Light

Approved Transformer Rated Equipment

Note: Instrument Transformer Rated Meter Sockets and Cabinets on this list are only approved for use in the FPL Service Area excluding FPL Northwest. Before purchase, please contact your FPL Representative. Instrument Transformer Metering must be approved by FPL.

Manufacturer	Catalog Number (Dimensions - H"xW"xD")	No of Phases	Max # of Conduits (Total # In and Out)	*Max # and Size of the Conductors	Config
Cooper B-Line	323410 RTCT1F AL (TC-3 Alum - 34 x 32 x 10)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Cooper B-Line	323410 RTCT1F (TC-3 Steel - 34 x 32 x 10)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Cooper B-Line	323412 RTCT1F AL (TC-3 Alum - 34 x 32 x 12)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Cooper B-Line	323412 RTCT1F (TC-3 Steel - 34 x 32 x 12)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Cooper B-Line	304614.5 RTCT1F AL (TC-5X Alum - 46 x 30 x 14)	3	8 - 4"	16-600C or 16-400A	8
Durham	1012722 (TC-3 Steel - 34 x 32 x 12)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
E-Box	MS463014.50N4X3PT/FPL-TC5 (Stainless Steel)	3	8 - 4"	16 - 600C or 16 - 400A	8
E-Box	A463014.50RB/FPLTC5 (TC-5 Alum 46 x 30 x 14)	3	8 - 4"	16 - 600C or 16 - 400A	8
E-Box	A463014.50REPL/FPL (TC-5 Steel, Left-hand hinged)	3	8 - 4"	16 - 600C or 16 - 400A	8
E-Box	463014.50REPLRH/FPL (TC-5 Steel, Right-hand hinged)	3	8 - 4"	16 - 600C or 16 - 400A	8
E-Box	343212REPL/FPL (TC-3 Steel, Left-hand hinged)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
E-Box	343212REPL/RH/FPL (TC-3 Steel, Right-hand hinged)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
E-Box	A343212RB/FPLTC3 (TC-3 Alum -34 x 32 x 12)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Hoffman	TC5AL (TC-5 Alum - 46 x 30 x 14-1/2)	3	8 - 4"	16-600C or 16-400A	8
Hoffman	TC5X (TC-5X Steel - 46 x 30 x 16)	3	As Req.	As Required	9
Hoffman	TC5XSS (TC-5X Stainless - 46 x 30 x 16)	3	As Req.	As Required	9
Hoffman	TC5XAL (TC-5X Alum - 46 x 30 x 16)	3	As Req.	As Required	9
Hoffman	TC5SS (TC-5 Stainless - 46 x 30 x 14-1/2)	3	8 - 4"	16-600C or 16-400A	8



Revised
06/17/2025

Florida Power & Light

Approved Transformer Rated Equipment

Note: Instrument Transformer Rated Meter Sockets and Cabinets on this list are only approved for use in the FPL Service Area excluding FPL Northwest. Before purchase, please contact your FPL Representative. Instrument Transformer Metering must be approved by FPL.

Manufacturer	Catalog Number (Dimensions - H"xW"xD")	No of Phases	Max # of Conduits (Total # In and Out)	*Max # and Size of the Conductors	Config
Hoffman	TC3 (TC-3 Steel - 34 x 32 x 10)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Hoffman	TC3SS (TC-3 Stainless - 34 x 32 x 10)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Hoffman	TC3AL (TC-3 Alum - 34 x 32 x 10)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Hoffman	TC5 (TC-5 Steel - 46 x 30 x 14-1/2)	3	8 - 4"	16-600C or 16-400A	8
Lake Shore	UTMC-SC-343210-US-N-3A-FPL-00	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Lake Shore	UTMC-SC-343210-US-N-3B-FPL-00	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Lake Shore	UTMC-SC-343210-US-N-3C-FPL-00	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Lake Shore	UTMC-SC-343210-US-N-3D-FPL-00	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Lake Shore	UTMC-SC-403014-US-N-3A-FPL-00	3	8 - 4"	16-600C or 16-400A	8
Lake Shore	UTMC-SC-403014-US-N-3B-FPL-00	3	8 - 4"	16-600C or 16-400A	8
Lake Shore	UTMC-SC-403014-US-N-3C-FPL-00	3	8 - 4"	16-600C or 16-400A	8
Lake Shore	UTMC-SC-403014-US-N-3D-FPL-00	3	8 - 4"	16-600C or 16-400A	8
Milbank	323412-SC3RA-SP (TC-3 Alum - 34 x 32 x 12)	1,3	4 - 4"	8 - 600C or 8 - 400A	7
Milbank	304614-SC3RA-SP (TC-5 Alum - 46 x 30 x 14.5)	1,3	8-4"	16-600C or 16-400A	8

WEATHERHEAD MOUNTED TRANSFORMER CABINETS

****Note:** These cabinets are NOT UL LISTED and may not be utilized in jurisdictions where listing is a requirement

Manufacturer	Catalog Number (Material)	No of Phases	Approx Size (H"xW"xD")	Configuration
Brooks	508-5127** (TCWM - Steel)	1,3	27-1/2 x 6 1/2 x 6 1/2	10
Brooks	508-5127** (TCWM - Steel)	1,3	27-1/2 x 6 1/2 x 6 1/2	10

Appendix B
Generator Data

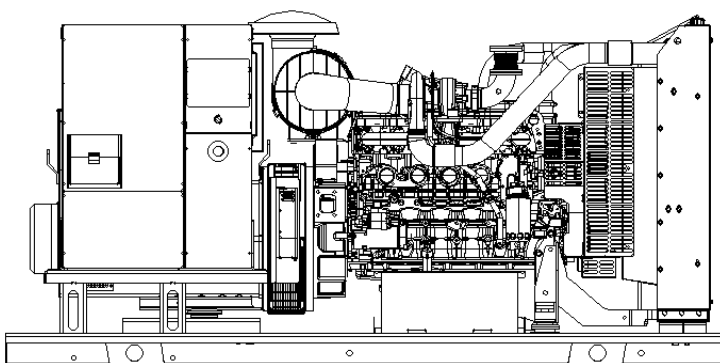
MODEL

HDI-160F

60Hz | STANDBY POWER



160kW | 1800RPM



VOLTAGE VAC	120/208V	120/208V	120/208V	277/480V	347/600V
RATING	Standby	Standby	Standby	Standby	Standby
PHASE	1	3	3	3	3
PF	1.0	0.8	0.8	0.8	0.8
HZ	60	60	60	60	60
KW	161	164	164	165	165
KVA	161	205	205	205	205
AMPS	671	569	493	246	197

DESCRIPTION

HIPOWER® Heavy Duty Industrial generators are an efficient, reliable and versatile source of back-up electrical power that have been designed to operate in the most extreme working conditions. All HIPOWER® Heavy Duty Industrial generators combine an innovative design and the use of high quality materials that provide the user with the most dependable power that can be relied on for non-stop power with easy to operate controls.

Powered by a radiator-cooled, industrial FPT Diesel engine that meets current Environmental Protection Agency (EPA) TIER 3 exhaust emission regulations, driving a single bearing, four-pole, three-phase alternator, with IP23 protection. The Emergency Power kVA rating is given with a 125 degree °C alternator winding temperature rise.

HIPOWER® FEATURES AND BENEFITS

FPT ENGINE: Diesel Engine: Long-life, heavy-duty, 4-cycle, direct injection engine for economy of operation and maximum reliability and durability.

Cooling: Radiator with belt driven pusher fan.

Air Filter: Heavy-duty replaceable element air-cleaner.

Alternator: Single bearing, rotating field, self-excited, self-ventilated, 12-wire reconnectable, 60Hz brushless alternator and Class H insulation. Automatic voltage regulator (AVR) providing close voltage regulation and skVA starting capability for electric motor loads.

Enclosure: Fully sound attenuated enclosure, manufactured using 7-gauge steel and thicker for the base; 12-gauge and 14-gauge for the enclosure, Interpon A4700 primer, in combination with Interpon 600 series coatings, are designed for exterior exposure and offers excellent light and weather resistance exceeding 1400-hr salt spray test. A 1" thick layer of durable sound insulating, oil and fire resistant foam material is installed all around the inside of the enclosure to allow high-pressure water cleaning. Vertical air discharge for quiet operation. Wide steel lockable access doors with rubber seals, easy access for maintenance and service activities, lift off Die Cast Zinc hinges textured black powder coat and corrosion resistant hardware and fasteners.

Exhaust: Low noise, steel residential-type exhaust silencer with rain cap.

Fuel Filtration: Standard and secondary water separator with visible level on fuel filters.

Controls: Digital control panel with manual and automatic start and stop features. Many programmable automatic functions for local and remote controls with LED lights and tamper proof engine hour recorder.

Certification: UL 2200 listed, CSA certified, meets ISO 8528-5, IBC Certification

APPLICATION DATA

ENGINE SPECIFICATION		LUBRICATION SYSTEM	
Manufacturer	FPT - Iveco	Oil pan capacity - gal (L)	3.2 (12)
Model	N67TE2X	Oil pan capacity with filter - gal (L)	4.5 (17.2)
EPA Certified	Tier 3	Oil cooler	Liquid
Crankshaft Speed	1,800 rpm	Recommended lubricating oil grade	SAE 10W-30 / ACEA E3/E5 (refer to owners manual)
Type	Diesel, 4-stroke	Oil consumption at full load	< 0.1% of fuel consumption
Injection	Direct	Oil pressure – psi (kPa)	72.6 (500)
Aspiration	Turbocharged aftercooled air/air	ENGINE ELECTRICAL SYSTEM	
Number of Cylinders	6	Starting motor voltage	12 volt
Cylinder Arrangement	In-line	Cold Cranking Amps - minimum	650 Amp
Displacement CID (liters)	408.9 (6.7)	Battery charging Alternator	90 Amp
Bore & Stroke Ins (mm)	4.1 x 5.2 (104 x 132)	Battery capacity	650CCA 850CA 115RC GROUP SIZE 24F
Nominal Power	198.5 hp		
Cooling	Liquid		
Governor	Mechanical		
Governor Regulation Class	ISO 8528 Part 1 Class G3		
Frequency Regulation	Isochronous		
Starting Motor & Alternator	12 Volt		
Compression Ratio	17.5:1		
Air Cleaner Type	Heavy duty - single cartridge		
ALTERNATOR SPECIFICATION			
Manufacturer	STAMFORD		
Model 120/240V Single phase	UCDI274J (WDG311)		
Model 120/208V Three phase	UCI274G		
Model 277/480V Three phase	UCI274F		
Model 347/600V Three phase	UCI274F		
Alternator Type	Four pole, rotating field		
Excitation System	Brushless		
Power Factor	0.8		
Number of Leads	12 leads, reconnectable		
Stator Pitch	2/3		
Insulation	Class H		
Windings – Temperature Rise	Class H (125/40° C)		
Enclosure (IEC-34-S)	IP23		
Bearing	Single, sealed		
Coupling	Flexible disc		
Amortisseur Windings	Full		
Voltage Regulation – No load to full load with MX341 AVR	± 1%		
TIF	<50		
Radio Frequency Emissions Compliance	Meets requirements of most industrial and commercial applications		
Line Harmonics	5% maximum		

HIMOINSA POWER SYSTEMS, INC.

16600 S. Theden Street, Olathe, KS 66062

Toll Free: 866-710-2988 | HIPOWERSYSTEMS.COM

Codes and Standards Compliances used where applicable



STANDARD FEATURES

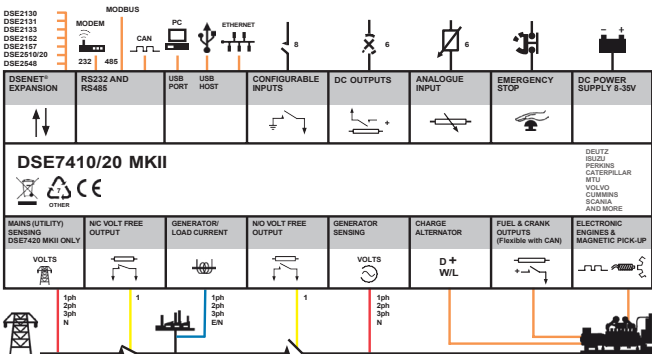
ENCLOSURE (If selected)	ENGINE SYSTEM	FUEL SYSTEM
Rust-Proof Fastener with Nylon Washers Protect Finish	Oil Drain Extension	Primary Fuel Filter
High Performance Sound-Absorbing Material (L1)	Air Cleaner	Flexible Fuel Lines
Gasketed Doors	Fan Guard	GENERATOR SET
Air Discharge Hoods for Radiators- Upwards Pointing	Factory Filled Oil	Separation of Circuits – Multiple Breakers (load center)
Lift Off Door Hinges	Battery Charging Alternator	Separation of Circuits – High / Low Voltage
Stainless Steel Lockable Handles	ALTERNATOR SYSTEMS	Internal Genset Vibration Isolation
Textured Polyester Powder Coat	12 Leads (3-Phase, Non 600V)	Wrapped Exhaust Piping
COOLING SYSTEM	Class H Insulation Material	Standard Factory Testing
Factory-Installed Radiator	Vented Rotor	2 Year/2000 Hours Limited Warranty
Radiator Drain Extension	2/3 Pitch	Emergency Stop
50/50 Ethylene Glycol Antifreeze	Full Load Capacity Alternator	Silencer Mounted in the Discharged Hood (Enclosed Only)
ELECTRICAL SYSTEMS	Protective Thermal Switch	
Battery Cables and Battery Tray	Permanent Magnet Excitation	
Batteries	Skewed Stator	

CONTROL SYSTEM



- Charge alternator failure alarm
- 4-Line back-lit LCD text display
- Front panel editing with PIN protection
- Customizable status screens
- Power save mode
- 11 configurable inputs
- 8 configurable outputs
- Flexible sensor inputs
- Configurable timers and alarms
- 3 configurable maintenance alarms
- Multiple date and time scheduler
- Configurable event log (250)
- Configurable MODBUS pages
- Fully configurable via DSE Configuration Suite PC Software
- Data logging to assist with fault finding

- “Protections disabled” feature
- kW protection
- Reverse power (kW) protection
- LED and LCD alarm indication
- Power monitoring (kWh, kVA, kVAh, kVArh)
- Load switching (load shedding and dummy load outputs)
- Independent Earth Fault trip
- Fuel usage monitor and low fuel alarms
- Configurable display languages
- User selectable simultaneous RS232, RS485 & Ethernet communications
- MODBUS RTU & TCP support
- License-free PC software
- Multiple date and time scheduler
- DSENet® expansion compatible
- PLC editor allows user configurable functions to meet specific applications requirements.



CONFIGURABLE OPTIONS

ENCLOSURE	ENGINE SYSTEM	ELECTRICAL SYSTEM
Open Skid	Oil Heater	Battery Warmer
Level 1 Sound Attenuation	120V-1ph Water Jacket Heater (with Isolation Valves)	10A Battery Charger
Level 2 Sound Attenuation	208V-3ph Water Jacket Heater (with Isolation Valves)	6A Battery Charger
Level 1 Sound Attenuation (Aluminum Enclosure)	CIRCUIT BREAKER OPTIONS	10 Positions Load Center (100Amps)
Level 2 Sound Attenuation (Aluminum Enclosure)	Auxiliary Contacts for Main & Secondary Breaker	Remote ESTOP with N3R break glass
ALTERNATOR SYSTEM	Thermal-Magnetic Trip 80% & 100% Rated	120V GFCI Receptacle
Anti-Condensation Heater	LSI Electronic Trip 80% and 100% Rated	10A Relay Common Alarm
Alternator Up-Sizing	LSI Electronic Trip 80% and 100% Rated	10A Run Relay
Rheostat	LSIG Electronic Trip 80% and 100% Rated	8 LED Remote Annunciator on Surface Mounted Box
MX321AVR	Second Main Line Circuit Breaker	16 LED Remote Annunciator on Surface Mounted Box
CERTIFICATIONS	Mechanical Lugs	24 LED Remote Annunciator on Surface Mounted Box
IBC Certification	Shunt Trip	GENERATOR SET
		Extended Factory Load Testing
		Extended Warranty
		Seismic Mounts

ENGINEERED OPTIONS

ENCLOSURE	ENGINE SYSTEM	ELECTRICAL SYSTEM
Snow Hood (Only with L2)	Fluid Containment Pan	AC/DC Enclosure Lighting Kit with Timer
Air Outlet Gravity Dampers	CONTROL SYSTEM	Enclosure Heater
Air Inlet Motorized Dampers (Only with L2)	Spare inputs (x4) / output (x4)	240V Twist Lock Receptacle
CIRCUIT BREAKER OPTIONS	DSE2130 - DSENet Input Expansion Module	GENERATOR SET
3rd Breaker System	DSE2157 - DSENet Output Expansion Module	Special Testing
Shunt Trip on 3rd Breaker	DSE855 - DSENet USB to Ethernet ModBus TCP/IP Communication Module	ALTERNATOR SYSTEM
Auxiliary Contact on 3rd Breaker	DSE892 - DSENet USB to Ethernet ModBus TCP/IP - SNMP Comm. Module	Tropical Coating
FUEL TANK	DSE2520 - Remote Display Module	
Custom Size – 72hr and 96hr		
Custom Type to Meet State Spec.		
Vent Extensions		
Overfill Protection Valve		

HIMOINSA POWER SYSTEMS, INC.

16600 S. Theden Street, Olathe, KS 66062

Toll Free: 866-710-2988 | HIPOWERSYSTEMS.COM

Codes and Standards Compliances used where applicable



OPERATING DATA

FUEL SYSTEM		
Recommended Fuel	# 2 - ULSD	
Fuel Supply Line, Min. ID mm(in.)	9.5 - (3/8")	
Fuel Return Line, Min. ID, mm (in.)	9.5 - (3/8")	
Max. Lift, Fuel Pump, Type, m (ft)	1 (3)	
Fuel Filter	Secondary 5 Microns @ 98% Efficiency	
FUEL CONSUMPTION		(Standby Power Rating)
100% Load	US Gal/hr (L/hr)	12.1 (45.8)
75% Load	US Gal/hr (L/hr)	9 (34)
50% Load	US Gal/hr (L/hr)	6 (22.9)
25% Load	US Gal/hr (L/hr)	3 (11.3)
COOLING SYSTEM		
Engine Cooling Air Flow	cfm (m³/min)	7,945 (225)
Alternator Cooling Flow	cfm (m³/min)	1,090 (31)
Combustion Air Flow	cfm (m³/min)	466 (13.2)
Total Cooling Air Flow (Engine + Alternator + Combustion)	cfm (m³/min)	9,501 (269.2)
Total Cooling Capacity	US gallons (liters)	9.45 (33)
Max. Operating Temperature	°F (°C)	122 (50)
EXHAUST		
Exhaust Gas Flow	cfm (m³/min)	503 (12.7)
Max. Exhaust Temp at Full Load Degrees	°F (°C)	1040 (560)
Max. Permissible Back Pressure	in H2O (kPa)	20 (5)

STARTING CAPABILITIES (sKVA)

	120/240V (1PH)					277/480V					208/240V					347/600V				
ALTERNATOR	10%	15%	20%	25%	30%	10%	15%	20%	25%	30%	10%	15%	20%	25%	30%	10%	15%	20%	25%	30%
STANDARD	130	200	285	380	490	135	215	305	410	540	120	195	270	360	470	130	200	280	380	490
UP-SIZED	110	170	240	320	410	165	260	380	500	640	140	230	320	430	560	170	260	380	500	640

CIRCUIT BREAKER

	120/240V (1PH)					277/480V					120/208V					120/240V					347/600V				
MAKE & MODEL	ABB XT6NU3800BFF000XXX					ABB XT4NU3250BFF000XXX					ABB XT5NU360BBFF000XXX					ABB XT5NU360BBFF000XXX					ABB XT4NU3200AFF000XXX				
AMPS	800 A					250 A					→ 600 A					600 A					200 A				

HIMOINSA POWER SYSTEMS, INC.

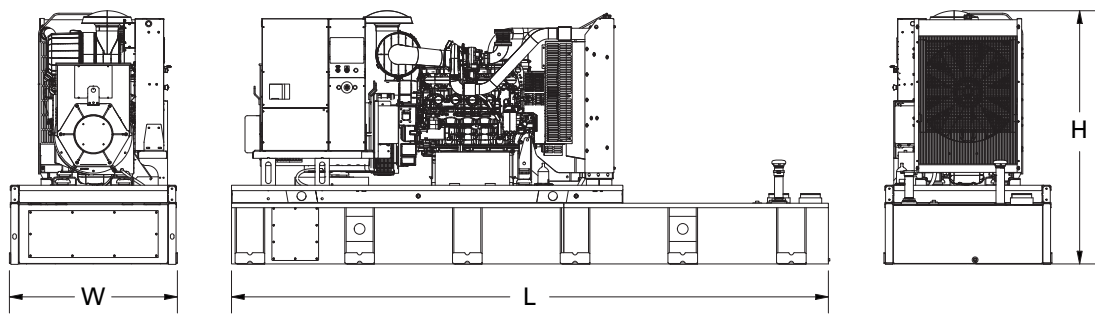
16600 S. Theden Street, Olathe, KS 66062

Toll Free: 866-710-2988 | HIPOWERSYSTEMS.COM

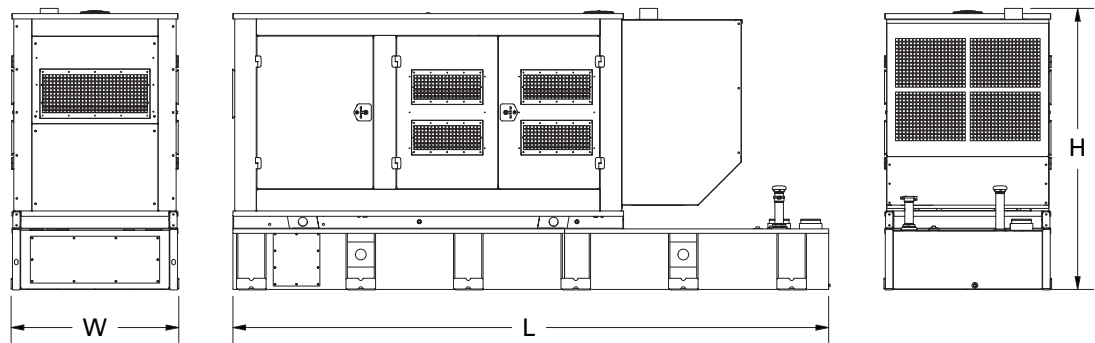
Codes and Standards Compliances used where applicable



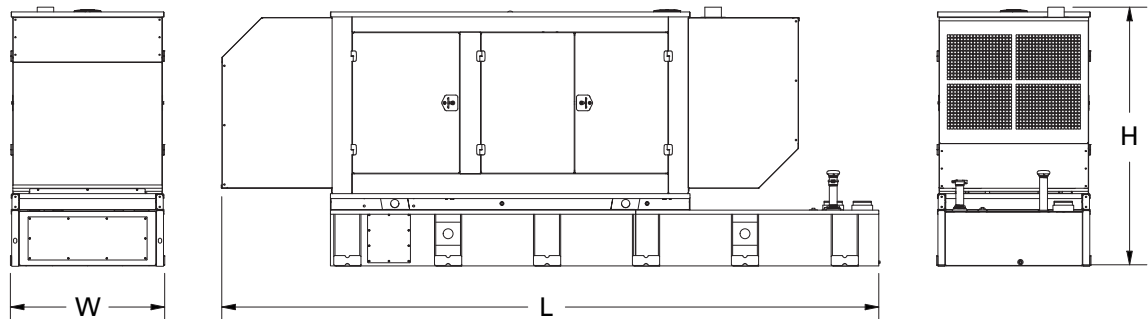
DIMENSIONS, WEIGHTS & SOUND LEVELS



CONFIGURATION	RUN TIME (HOURS)	USABLE CAPACITY (Gal.)	L = Length	W = Width	H = Height	Weight lbs	dBA
OPEN SET	No Tank	-	109"	46.3"	54"	3,120	N/A
	26	320	167"	46.7"	71"	4,621	
	53	640	167"	46.7"	85"	5,200	



CONFIGURATION	RUN TIME (HOURS)	USABLE CAPACITY (Gal.)	L = Length	W = Width	H = Height	Weight lbs	dBA
LEVEL 1 ENCLOSURE	No Tank	-	142.1"	46.3"	60.1"	4,520	74
	26	320	167"	46.7"	78.1"	6,021	
	53	640	167"	46.7"	92.2"	6,620	



LEVEL 2 ENCLOSURE

CONFIGURATION	RUN TIME (HOURS)	USABLE CAPACITY (Gal.)	L = Length	W = Width	H = Height	Weight lbs	dBA
LEVEL 2 ENCLOSURE	No Tank	-	175.2"	46.3"	60.1"	4,620	72
	26	320	199.1"	46.7"	78.1"	6,121	
	53	640	199.1"	46.7"	92.2"	6,720	

* All measurements are approximate and for estimation purposes only. Weights are without fuel tank. Sound levels measured at 23ft (7m) and does not account for ambient site conditions.
** Pictures above are for visual representation only, may not represent options or bill of material supplied.

REV 03-2025



Conforms to UL STD 2200
Certified to CSA STD C22.2#100
Certified to CSA STD C22.2#14



Appendix C
Automatic Transfer Switch Data

ASCO SERIES 300 ORDERING INFORMATION

To order an ASCO SERIES 300 Power Transfer Switch, complete the following catalog number:

J	+	03ATS	+	A	+	3	+	0600	+	N	+	GX	+	C
FRAME	TRANSITION TYPE	NEUTRAL CODE	PHASE POLES	AMPERES	VOLTAGE CODE	GROUP CODE	ENCLOSURE							
Open Transition D = 30A - 230A	Automatic 03ATS Open Transition	A = Solid Neutral B = Switched Neutral	2 3	0030 ¹ 0070 ¹ 0104 ¹ 0150 ^{1,3} 0150 ¹ 0200 ^{1,2,3} 0230 ^{1,2,3} 0260 ^{1,3} 0400 ^{1,3} 0600 ¹ 0800 ³	C = 208 D = 220 E = 230 F = 240 H = 380 J = 400 K = 415 L = 440 M = 460 N = 480 P = 550 Q = 575 R = 600	G0 No Optional Accessories GX Optional Accessories	0 = Open Type (zero) C = Type 1' Enclosure F = Type 3R' Enclosure G = Type 4' Enclosure L = Type 12 Enclosure M = Type 3R' Secure Double-Door Enclosure N = Type 4' Secure Double-Door Enclosure Q = Type 12 Secure Double-Door Enclosure S = Type 3RX ^{6,7} Secure Double-Door Enclosure (316 Stainless Steel) U = Type 4X' Enclosure (316 Stainless Steel) V = Type 4X' Secure Double-Door Enclosure (316 Stainless Steel)							
Open/Delayed Transition J = 150A - 600A H = 800A - 1200A G = 1600A - 3000A	3ADTS Delayed Transition Non Automatic 03NTS Open Transition 3NDTS Delayed Transition													

Notes

1. Switch sizes 30-600 amperes supplied in non-secure enclosures as standard.
2. 200 and 230 amperes rated switches for use with copper cable only.
3. Switch sizes 800-3000 amperes, and 150-400 amperes 3ADTS/3NDTS provided in secure type outdoor enclosures when required.
4. Use Type 3R secure for 1200, 2000, 2600, and 3000.
5. Available on switches rated 1200, 2000, 2600, and 3000 amperes.
6. When temperatures below 32°F can be experienced, special precautions should be taken, such as the inclusion of strip heaters, to prevent condensation and freezing of this condensation. This is particularly important when environmental enclosures (Type 3R, 4) are ordered for outdoor applications.
7. Type 3R enclosures are not suitable for installations subject to wind down rain or snow. Use Type 4 enclosures where available or install supplemental shelter protection around the 3R enclosure.

SERIES 300 EXTERNAL POWER CONNECTIONS
Size UL Listed Solderless Screw-Type Terminals

SWITCH RATING (AMPERES)	RANGES OF AL-CU WIRE SIZES (UNLESS SPECIFIED COPPER ONLY)
30-230 ¹ ATS and NTS only	One #14 to 4/0 AWG
150 ² , 260, 400	Two 1/0 AWG to 250 MCM or One #4 AWG to 600 MCM
600	Two 2/0 AWG to 600 MCM
800, 1000, 1200	Four 1/0 to 600 MCM
1600, 2000	Six 1/0 to 600 MCM
2600, 3000	Twelve 1/0 to 750 MCM

Notes:

- All SERIES 300 switches default to a solid neutral assembly unless a switched neutral is specified. If a switched neutral is required, order as solid neutral and left un-wired. Use wire rated 75°C minimum for all power connections.
1. 200 and 230 amperes rated switches for use with copper cable only. Refer to paragraph 310.15 of the NEC for additional information.
 2. 150 for DTS only.

Series 300 Transfer Switch Dimensions and Shipping Weights (Type 1)

SWITCH RATING AMPS	PHASE POLES	NEUTRAL CODE	DIMENSIONS, IN. (MM) ²			APPROX. SHIPPING WEIGHT LB.
			WIDTH	HEIGHT	DEPTH	
30 ¹ , 70 ¹ , 104 ¹ , 150 ¹ , 200 ¹	2	A	18	31	13	69
	2	B	18	31	13	72
	3	A	18	31	13	72
	3	B	18	31	13	75
230	2	A	18	48	13	117
	2	B	18	48	13	125
	3	A	18	48	13	125
	3	B	18	48	13	133
260, 400	2	A	24	56	14	250
	2	B	24	56	14	260
	3	A	24	56	14	260
	3	B	24	56	14	270
150, 200, 230 SERIES 3ADTS/3NDTS Only	2	A	24	56	14	250
	2	B	24	56	14	260
	3	A	24	56	14	260
	3	B	24	56	14	270
600	2	A	24	63	17	300
	2	B	24	63	17	320
	3	A	24	63	17	320
	3	B	24	63	17	320
800, 1000	2	A	34	72	20	431
	2	B	34	72	20	460
	3	A	34	72	20	460
	3	B	34	72	20	489
1200	2	A	38	87	23	581
	2	B	38	87	23	611
	3	A	38	87	23	639
	3	B	38	87	23	639
1600, 2000	3	A	38	87	23	1160
	3	B	38	87	23	1160
2600, 3000 ⁴	3	A	38	91	60	1430
	3	B	38	91	60	1495

Notes:

1. Neutral Codes: A=Solid, B=Switched
 2. Dimensional data is approximate and subject to change. Certified dimensions available upon request.
 3. Dimensions for 30-230 ampere models when finished with accessory 138, power meter are 18"W x 41"H x 13"D.
 4. Enclosures for 2600, 3000 ampere are free-standing with removable top, sides and back.
- * Unit is designed for top cable entry of emergency and load, and bottom entry of normal. A cable pull box is also available for all top or bottom cable access when required (optional accessory kit #606027). Not required for type 3R, 4X, and 12 enclosures where available.

Series 300 Transfer Switch Dimensions and Shipping Weights (Type 3R)

SWITCH RATING AMPS	PHASE POLES	NEUTRAL CODE	DIMENSIONS, IN. (MM) ²			APPROX. SHIPPING WEIGHT LB.
			WIDTH	HEIGHT	DEPTH	
30 ³ , 70 ³ , 104 ³ 150 ³ , 200 ³	2	A	18	35	14	86
	2	B	18	35	14	88
	3	A	18	35	14	88
	3	B	18	35	14	90
	2	A	18	35	14	86
	2	B	18	35	14	88
230	3	A	18	35	14	88
	3	B	18	35	14	90
	2	A	24	64	18	206
260, 400	2	B	24	64	18	206
	3	A	24	64	18	212
	3	B	24	64	18	218
150, 200, 230 SERIES 3ADTSNTS only	2	A	24	64	18	222
	2	B	24	64	18	222
	3	A	24	64	18	226
	3	B	24	64	18	224
	2	A	24	64	18	247
	2	B	24	64	18	247
600 (Non-Secure Enclosure)	3	A	24	64	18	234
	2	A	34	75	20	560
	2	B	34	75	20	576
800, 1000 (Non-Secure Enclosure)	3	A	34	75	20	576
	3	B	34	75	20	580
	2	A	41	96	33	717
1200 (Secure Enclosure)	2	B	41	96	33	717
	3	A	41	96	33	717
	3	B	41	96	33	717
1600, 2000 (Secure Enclosure)	3	A	41	96	62	1700
	3	B	41	96	62	1700
2600, 3000 (Secure Enclosure)	3	A	41	74	96	2150
	3	B	41	74	96	2230

Notes:

When climate conditions at installation site present condensation risk, special precautions should be taken, such as the inclusion of space heaters, to prevent interior condensation and freezing of this condensation.

1. Neutral Codes: A=Solid, B=Switched

2. Dimensional data is approximate and subject to change. Certified dimensions available upon request.

3. Dimensions for 30-200 ampere models when furnished with a power meter are 18"W x 48"H x 19"D.

WITHSTAND AND CLOSING RATINGS

Withstand and Close-on Ratings for all 7000 SERIES Power Transfer Switches, including 0.5 second (30-cycle) designs.

Frame	Switch Rating (amps)		Current Limiting Fuses			Specific Breaker		Time Based			Short Time Ratings ¹ (sec)				
	Transfer Switches	Bypass Switches	480V Max.	600V Max.	Max. Size A	Class	480V Max.	600V Max.	Time (sec)	480V Max.	400V Max.	480V Max.	600V Max.	480V Max.	600V Max.
D	30	-	100kA	35kA	300	J	22kA	22kA	0.025	10kA	10kA	10kA	10kA	-	-
			200kA	35kA	200	RR1	150kA	85kA	0.025	10kA	10kA	10kA	10kA	-	-
D	70, 100	-	200kA	35kA	200	RR1	150kA	85kA	0.025	10kA	10kA	10kA	10kA	-	-
			200kA	35kA	200	RR1	150kA	85kA	0.025	10kA	10kA	10kA	10kA	-	-
D	150	-	35kA	35kA	200	RR1	200kA	85kA	0.025	10kA	10kA	10kA	10kA	-	-
			200kA	35kA	200	J	200kA	85kA	0.025	10kA	10kA	10kA	10kA	-	-
D	200	-	35kA	35kA	200	RR1	200kA	85kA	0.025	10kA	10kA	10kA	10kA	-	-
			200kA	35kA	200	J	200kA	85kA	0.025	10kA	10kA	10kA	10kA	-	-
D	230	-	100kA	-	300	J	200kA	85kA	0.025	10kA	10kA	10kA	10kA	-	-
			200kA	200kA	600	L	200kA	200kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
J	150, 200, 230	-	200kA	200kA	600	L	65kA	50kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
			200kA	200kA	600	J	65kA	50kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
J	400	-	200kA	200kA	600	L	65kA	50kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
			200kA	200kA	600	J	65kA	50kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
H ¹	600	-	200kA	200kA	1800	L	65kA	150kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
			200kA	200kA	1800	J	65kA	150kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
G ¹	1000-1200	-	200kA	200kA	2000	L	65kA	150kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
			200kA	200kA	2000	J	65kA	150kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
G ¹	1500-2000 (Front Connected TS Only)	-	200kA	200kA	2500	L	65kA	150kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
			200kA	200kA	2500	J	65kA	150kA	0.05	65kA	42kA ²	35kA	7.5kA	-	-
G ¹	1600-2000	-	200kA	200kA	3000	L	200kA	200kA	0.05	100kA	100kA	100kA	42kA	42kA	-
			200kA	200kA	3000	J	200kA	200kA	0.05	100kA	100kA	100kA	42kA	42kA	-
G ¹	2600-3000	-	200kA	200kA	4000	L	200kA	200kA	0.05	100kA	100kA	100kA	42kA	42kA	-
			200kA	200kA	4000	J	200kA	200kA	0.05	100kA	100kA	100kA	42kA	42kA	-
G ¹	4000	-	200kA	200kA	5000	L	200kA	200kA	0.05	100kA	100kA	100kA	42kA	42kA	-
			200kA	200kA	5000	J	200kA	200kA	0.05	100kA	100kA	100kA	42kA	42kA	-

Notes:

1. All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information
2. Application requirements may permit higher WCR for certain switch sizes.
3. Short Time ratings are provided for applications involving circuit breakers that utilize trip delay settings for system selective coordination
4. Max fuse rating is 1200A on front connected H frame switches
5. Switches utilizing overlapping neutral (code "C") have 35kA, 0.050 Sec time based rating at 480V Max
6. Rating shown is for Bypass switches only. Transfer Switch rating is 100kA for the G frame and 65kA max for the H and P frames. See ASCO Pub. 1128.
7. See ASCO for Service Entrance Switch ratings
8. These frames are only available on the 7000 Series product
9. Short Time Rating applies to 600A Bypass switch only, the 600A Transfer Switch does not have a Short Time Rating

All units are RMS Symmetrical Amperes.

All Withstand and Close-on Rating (WCR) values are established by testing in accordance with UL 1008. For the latest ratings, including transfer switch ratings when used with specific circuit breakers, see [ASCO Publication 1128](#) for more WCR information.

Application characteristics may permit higher WCRs for certain switch sizes.

EXTENDED WARRANTIES FOR SERIES 300 TRANSFER SWITCHES (3ATS/3NTS/3ADTS/3NDTS)

DESCRIPTION
1 Year Extension (Total of 3 Years)
2 Year Extension (Total of 4 Years)
3 Year Extension (Total of 5 Years)

Notes:

Standard warranty is (24) months. 2 years from date of shipment, extended warranty is in addition to the two years, for a total of 3, 4, or 5 years.

Refer to Publication 3223 for warranty terms and conditions.

For more details, please contact customer@ascopower.com

Appendix D
Main Breaker Data

Product data sheet

Specifications

SQUARE D



Circuit breaker enclosure, PowerPacT M/P, 300A to 800A, Type 3R/3/5/4/4X

M800SS

Product availability: Non-Stock - Not normally stocked in distribution facility

Main

Circuit Breaker Type	MGL PGL PKL MJL PJL PLL
Breaker Compatibility	Circuit breaker M 3P Circuit breaker P 2P

Complementary

Rated Current	300...800 A
Poles Description	3P 2P
Enclosure Material	Stainless Steel
Height	40.83 in (1036.96 mm)
Width	20.75 in (527.05 mm)
Depth	9.5 in (241.3 mm)

Environment

Product Certifications	UL CSA
------------------------	-----------

Environmental

NEMA Degree of Protection	NEMA 3R NEMA 3 NEMA 5 NEMA 4 NEMA 4X
---------------------------	--

Ordering and shipping details

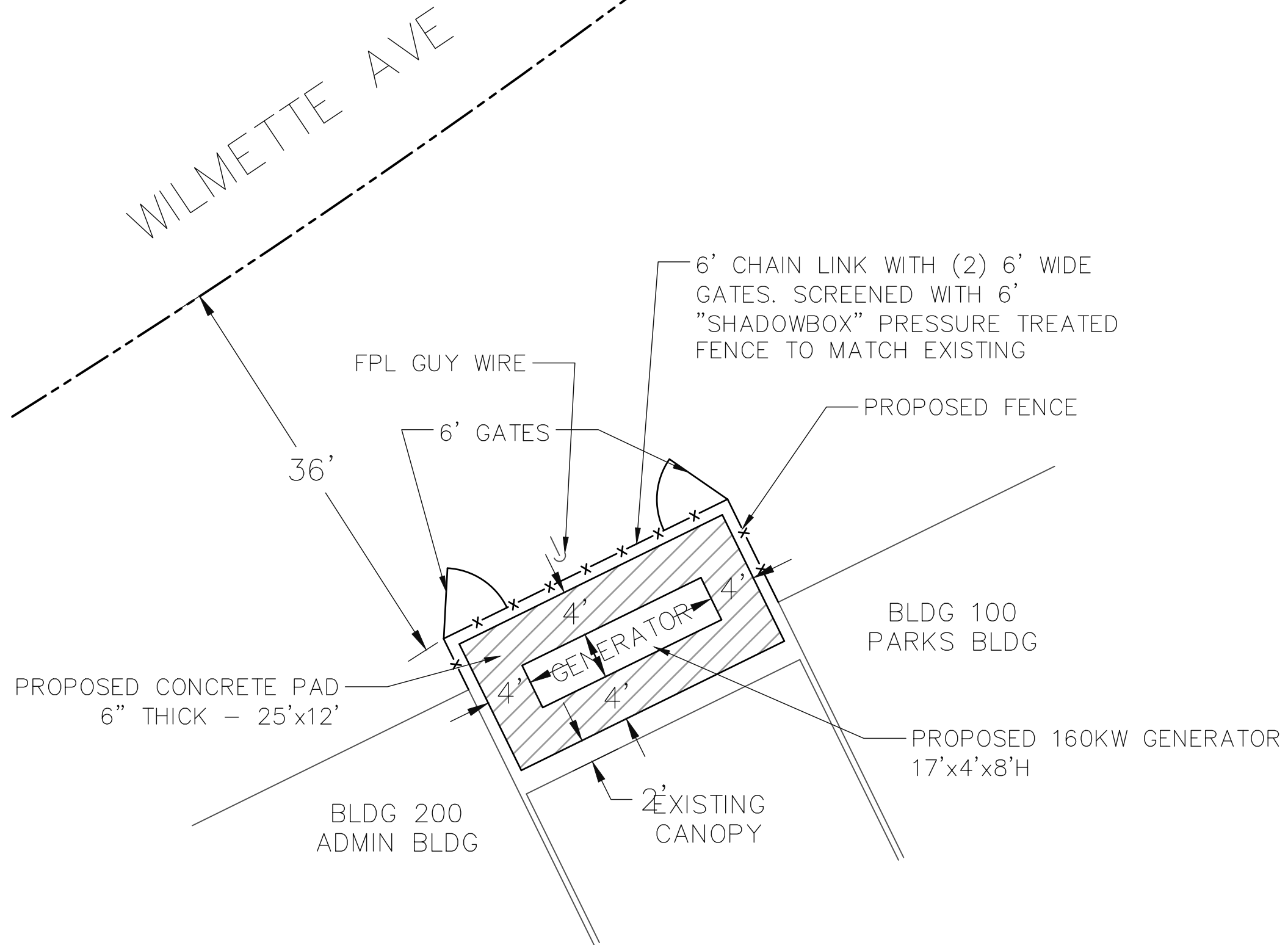
Category	US10DE100031
Discount Schedule	0DE1
GTIN	785901489719
Returnability	No
Country of origin	MX

Packing Units

Unit Type of Package 1	PCE
------------------------	-----

Price is "List Price" and may be subject to a trade discount – check with your local distributor or retailer for actual price.

Disclaimer: This documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user applications



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

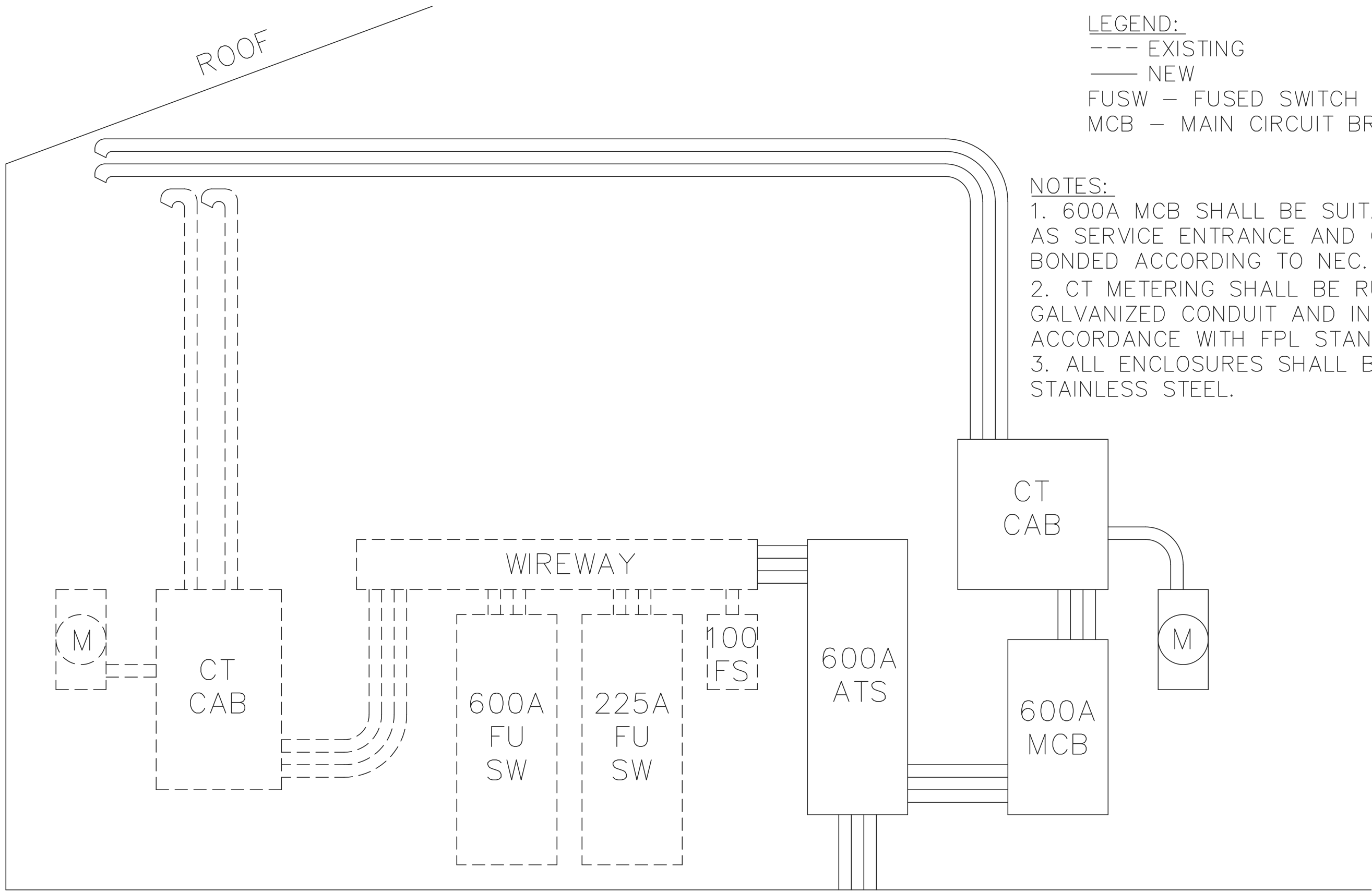
**PUBLIC WORKS
GENERATOR PROJECT**

SITE PLAN

DATE: 10/6/25
SCALE: 1" = 10'
DRAWN BY: MC

PROJECT NO.:
FILE NAME:
SHEET: 1 of 1

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD



LEGEND:
--- EXISTING
— NEW
FUSW – FUSED SWITCH
MCB – MAIN CIRCUIT BREAKER

NOTES:
1. 600A MCB SHALL BE SUITABLE FOR USE AS SERVICE ENTRANCE AND GROUNDED & BONDED ACCORDING TO NEC.
2. CT METERING SHALL BE RUN IN 2” RIGID GALVANIZED CONDUIT AND INSTALLED IN ACCORDANCE WITH FPL STANDARDS.
3. ALL ENCLOSURES SHALL BE NEMA4X STAINLESS STEEL.

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

**PUBLIC WORKS
GENERATOR PROJECT**

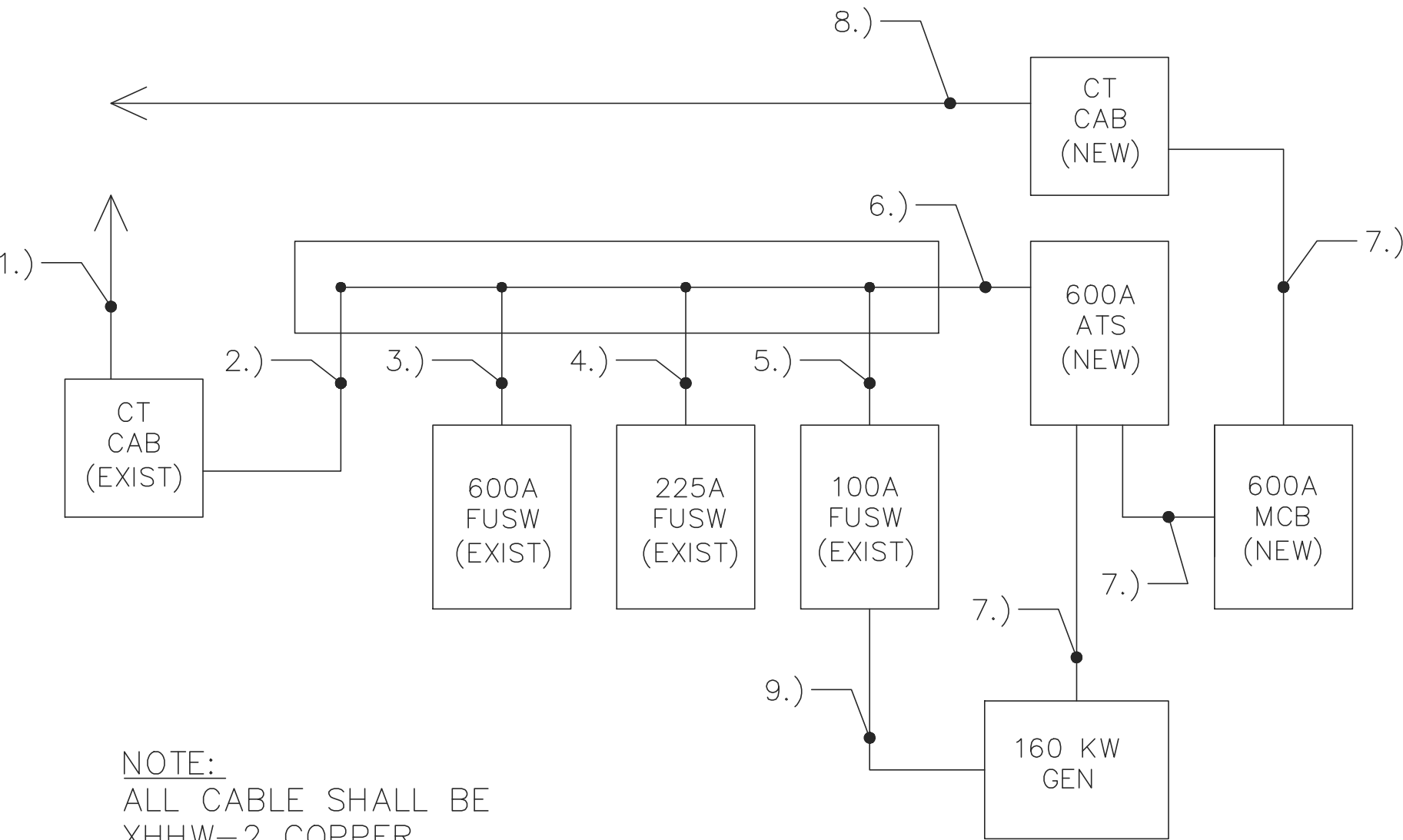
ELECTRICAL PLAN

DATE: 10/20/25	PROJECT NO.:
SCALE: 1/2" = 1'	FILE NAME:
DRAWN BY: MC	SHEET: 1 of 1

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

PHASING:

1. INSTALL NEW ELECTRIC SERVICE CONDUIT, CONDUCTORS, CT CABINET, MCB, ATS, AND GENERATOR.
2. SCHEDULE DISCONNECT & RECONNECT WITH FPL FOR WEEKEND WORK.
3. CUT OVER TO NEW SERVICE ON A WEEKEND TO BE SCHEDULED W/CITY.
4. REMOVE OLD ELECTRIC SERVICE, CT CABINET, CABLE, AND CONDUIT.



NOTE:
ALL CABLE SHALL BE
XHHW-2 COPPER.

- 1.) 2 SETS: 4-600 MCM IN 4" RGC TO WEATHER HEADS (EXIST)
- 2.) 2 SETS: 4-600 MCM IN 4" RGC SPLICED IN TROUGH. (EXIST)
- 3.) 2 SETS: 4-350 MCM + #1G IN 3½" RGC SPLICED IN TROUGH (EXIST)
- 4.) 4-#4/0 + #4G IN 2½" C SPLICED IN TROUGH (EXIST)
- 5.) 4-#3 + #6G IN 2"C SPLICED IN TROUGH (EXIST)
- 6.) 2 SETS: 4-350 MCM + #1G IN 3½" RGC SPLICED IN TROUGH (NEW)
- 7.) 2 SETS: 4-350 MCM + #1G IN 3½" PVC (NEW)
- 8.) 2 SETS: 4-350 MCM IN 3" RGC TO WEATHER HEADS CONNECT TO FP&L SERVICE CABLE (NEW)
- 9.) 3-#2 + #4G IN 2" PVC FOR 100AMP GENERATOR LOAD CENTER. PROVIDE 2-100 AMP FUSES IN EXISTING FUSE SWITCH.

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

**PUBLIC WORKS
GENERATOR PROJECT**

SINGLE LINE DIAGRAM

DATE: 10/21/25	PROJECT NO.:
SCALE: NTS	FILE NAME:
DRAWN BY: MC	SHEET: 1 of 1

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.K.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Auto Renewal - Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar (PAC Concessions)		
Recommended Action	Staff intends to automatically renew the Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar contract for an additional one-year period, unless directed otherwise.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is notification of staff's intent to allow the Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar agreement to automatically renew for one additional year.

In February 2024, the City Commission authorized the execution of an agreement with Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar for concession services at the Performing Arts Center (PAC).

The contract states the agreement will automatically renew for 3 additional one-year periods unless either party provides at least 30 days prior written notice to the other party of their intent not to renew the agreement. This renewal will be the first automatic renewal of this agreement.

This vendor has continually provided satisfactory concession services at the PAC.

Financial Impact

None

Citizen Impact

The renewal of this contract ensures concessions are provided in a consistent and professional manner to the PAC.

Attachments

1. Insurance Certificate
2. Agreement

RESOLUTION NO. 2024-18

A RESOLUTION ACCEPTING THE PROPOSAL OF BORED ROOM, LLC d/b/a GRIND GASTROPUB & KONA TIKI BAR FOR THE PROVISION OF CONCESSIONAIRE SERVICES AT THE PERFORMING ARTS CENTER; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for concessionaire services (the Project) (City RFP No. 2024-23), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the only proposal received and determined that the most advantageous proposal for the City is the proposal submitted by Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar to provide concessionaire services at the Performing Arts Center (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar and execute an agreement for the Project, now therefore,

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

SECTION ONE. The proposal of Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar to provide concessionaire services at the City's Performing Arts Center is hereby accepted.

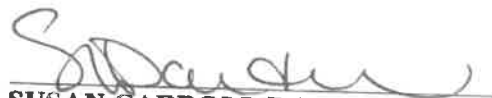
SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar for the Project.

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

APPROVED AND AUTHENTICATED this 6th day of February, 2024.


BILL PARTINGTON
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 **Bored Room, LLC d/b/a Grind Gastropub & Kona Tiki Bar** ("Contractor"), 49 W. Granada Blvd., 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 Request for Proposals (RFP 2024-23, "Concessionaire for Ormond Beach Performing Arts Center") dated January 8, 2024 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 and Occupancy.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of two (2) years. This Agreement may be renewed for three (3) one-year terms upon written agreement of the parties hereto.

Contractor is granted a limited license for the non-exclusive use and occupancy of the Ormond Beach Performing Arts Center, located at 399 N. US1, Ormond Beach, FL 32174 ("the Premises") for the purpose of providing concessionaire services as provided in this Agreement. It is the responsibility of Contractor to provide dominion and control to serve wine and beer for consumption on the Premises.

3. **Consideration/Concession Percentage Fee.** Consideration for the Agreement, shall be calculated on a per event basis. Contractor shall retain 100% the first \$1,000.00 of net concession sales per event to cover its costs of staging and staffing. Contractor shall pay to the City 20% of net concession sales that exceed \$1,000.00 per event. Payment to the City shall be made no later than fifteen (15) days post production. For purposes of the Agreement, net sales shall be calculated as gross sales less sales tax and tips. The City shall not make any payments to the Contractor under the Agreement.
4. **Miscellaneous.** Contractor shall:
 - a) Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge Contractor's duties under this Agreement.
 - b) Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
 - c) Comply with all applicable federal, state, and local laws, rules, and regulations.
 - d) Have the option to serve beer and wine under the following conditions:
 - The Contractor must comply with state liquor licensing, and all state and local regulations.
 - The Contractor shall maintain liquor liability insurance of no less than 1 million per occurrence naming the City as an additional insured, and shall provide proof of liquor liability insurance in the same amount.

- The Contractor shall indemnify and hold the City harmless from any liability resulting from any personal injury or property damage occurring as a result of any service or sale of alcohol at the Performing Arts Center.
 - The Contractor is ultimately responsible for maintaining appropriate safety and security at any event where alcohol is served or sold. At any event in which alcohol is served, supervision by Contractor's staff is mandatory.
 - No alcohol shall be stored by Contractor at the Performing Arts Center.
 - All records of concession sales shall be provided by the Contractor to the City as set forth on Exhibit "A", Reporting and Financials.
 - The City shall have the right to terminate alcohol sales or service at the Performing Arts Center if any of the above conditions are not met.
- e) If Contractor serves catered food, the food will be prepared off Premises and Contractor must comply with all state and local requirements for permits, licensing, and inspections for sale of the food to the public.
5. **Termination of Agreement.**
 (a) This Agreement may be terminated by the City for convenience without cause upon thirty (30) days written notice to Contractor. The City may terminate the Agreement immediately if it is determined by the City Manager, in her sole discretion, to be necessary for the health, safety and welfare of the public.
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:
- | | |
|--|--|
| <p>City of Ormond Beach
 Joyce Shanahan, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174</p> | <p>Bored Room, LLC d/b/a
 Grind Gastropub & Kona Tiki Bar
 Kevin Wakefield, Owner
 49 W. Granada Boulevard
 Ormond Beach, FL 32174</p> |
|--|--|
10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by

anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed

- Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

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

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

Limits (not less than)

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

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

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

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

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

- (d) Excess Liability

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

- (e) Liquor Liability

The Contractor shall maintain liquor liability insurance of no less than 1 million per occurrence naming the City as an additional insured, and shall provide proof of liquor liability insurance in the same amount.

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 6 day of February, 2024.

Witnesses:

CITY OF ORMOND BEACH


Print Name: Taylor Lochert

By: 
BILL PARTINGTON
Mayor


Print Name: Ashley Clements

By: 
JOYCE SHANAHAN
City Manager

DATED this 6 day of February, 2024.

Witnesses:

**BORED ROOM, LLC d/b/a
Grind Gastropub & Kona Tiki Bar**


Print Name: SHANE MARIANO

By: 
Print Name: Kevin Wakefield
Title: Owner


Print Name: SHANE MARIANO

Attest: 
Print Name: MATTHEW PICKETT
Title: Accountant



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Concessionaire for Ormond Beach Performing Arts Center
RFP NUMBER: 2024-23
RFP OPENING DATE & TIME: January 19, 2024 at 10:00am
RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall
PRE-PROPOSAL MEETING DATE & TIME:
PRE-SUBMITTAL MEETING:

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S BUSINESS NAME: Bored Room LLC DBA Grind Gastropub

PROPOSER'S MAILING ADDRESS: 49 W Granada Blvd

CITY-STATE-ZIP: Ormond Beach, FL 32174

F.E.I.N.: 46-1664249

PHONE NUMBER: 386 864 0609

EMAIL: accounting.hr@grindgastropub.com

If returning as a "No Submittal", please state reasons

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)

Kevin Wakefield

NAME (TYPED)

Owner

TITLE

01/08/2024

DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals 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: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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
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

Opened in 1991, The Ormond Beach Performing Arts Center is a six hundred fixed seat auditorium with a performance stage. The venue provides the community with live entertainment including music concerts, dance recitals, comedy shows, traveling attractions, business and government meetings, and community theater productions. Over the course of the last five years, the Performing Arts Center averages over sixty performances and eighteen thousand attendees. The average total annual sales of concessions during this time frame is approximately six thousand dollars. Previous concession sales have not included sale of alcoholic beverages.

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide fully insured and appropriately licensed concessionaire to sell snacks, hot and

cold beverages, and to provide beer and wine concession services at the Ormond Beach Performing Arts Center. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable beer, wine, and other concession services that will:

1. Maximize the public's use and enjoyment of the Performing Arts Center.
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine dates and times of operation at the request of the City.
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest at the Ormond Beach Performing Arts Center and offset the City's costs of operating the PAC.

II. SCOPE OF SERVICES

- A. The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.
- B. Concessionaire shall have the option of proposing to provide the service to manage, maintain, and sell an inventory of ready to eat snack food items, bottled water, soft drinks, and coffee, in addition to all beer and wine operations and licenses at the PAC, or to provide only beer and wine service with the understanding that the Performing Arts Center would retain the sole and exclusive right to sell ready to eat snacks, soft drinks, coffee, and bottled water. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- C. Concessionaire shall be responsible for furnishing and set up of appropriate bar and refrigeration equipment one hour prior to any show where Concessionaire's services are requested.
- D. Concessionaire shall be responsible for removal of appropriate bar and refrigeration equipment after any intermission along with any unsold beer or wine.
- E. City will be responsible for utility charges for any refrigeration equipment.
- F. Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the sale of any products.
- G. Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
- H. All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official Concessionaire personnel.
- I. All pricing for all goods and services are to be posted and visible for all customers.

- J. All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.
- K. The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.
- L. Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.
- M. The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.
- N. The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the premises whenever it appears to be in the best interest of the City of Ormond Beach.
- O. In addition to City of Ormond Beach Commercial Liability Insurance requirements, Concessionaire shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage applies to this Agreement.
- P. The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.
- Q. The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

III. Personnel and Experience of the Concessionaire:

- A. All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the Performing Arts Center without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.
- B. The City of Ormond Beach includes a diverse population and the successful respondent shall reflect this diversity by encouraging diversity in employment of concessions.

- C. The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

IV. Concession Percentage Fee

- A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent, the Concessionaire shall pay to the City of Ormond Beach a Concession Percentage Fee. The Concession Percentage Fee is a percentage of the Concessionaire's gross receipts.
- B. Respondents shall propose a Concession Percentage Fee based on the criteria in Section IX, Proposal Process. The proposed Percentage Fee will be a factor in the decision to award a Contract to the successful Respondent.
- C. The Concession Percentage Fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

V. Reporting and Financials

- A. The successful Respondent shall ensure the concession venue is equipped with a cash register system with duplicate receipt capability.
- B. Concessionaire shall provide sale statements within (5) days post production and will be required to send these reports electronically to the City of Ormond Beach's Performing Arts Center Supervisor and City of Ormond Beach Finance Department. The statements shall be sufficient for the City to determine the number, type and gross sales for all concessions sold. The amount of the Concession Percentage Fee shall be paid to the City no later than (15) days post production.
- C. The City of Ormond Beach reserves the right to audit any financial documentation at any time.
- D. Respondent shall include in the sales statement all sales and receipts for each production and shall be verifiable through the cash register system.

VI. Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drinks to include soft drinks and beer and wine items (example: candy, crackers, canned/bottled sodas, water, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Beer and wine are the only alcoholic beverages permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product

VII. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of two (2) years and may be automatically renewed for three, one-year terms thereafter upon mutual written agreement.

VIII. MINIMUM QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
 - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Concessionaire shall have the ability to manage and maintain all liquor operations and licenses at the Performing Arts Center. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total Independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

IX. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

B. Experience:

C. Investment Approach:

D. Concession Percentage Fee (the percentage of gross receipts Concessionaire proposes to pay to the City for each sale):

1. Percentage of beer and wine sales
2. Percentage of other concession sales (if Concessionaire proposes to provide concessions in addition to beer and wine)

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 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.

X. EVALUATION PROCESS AND CRITERIA

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)
Completeness of Submission (15 points)
Price/Variety of Offerings (30 points)
Proposed proceeds to City (25 points)

Responsive proposals will be ranked in each of the criteria

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

The City shall be the sole judge of the proposer's qualifications.

XI. 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 10:00 a.m., January 19, 2024.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until January 10, 2024 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 downstairs 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.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

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

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

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

State Certified / Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 - (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, Florida Statutes, and be in a form substantially similar to the form set forth in Section 255.05(3), Florida Statutes.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, Florida Statutes.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)
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.

Bored Room LLC DBA Grind Gastropub

COMPANY NAME

AUTHORIZED SIGNATURE

Kevin Wakefield

NAME

Owner

TITLE

01/08/2024

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
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:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

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: Bored Room LLC DBA Grind Gastropub

VENDOR/CONTRACTOR LICENSE NUMBER: SEA7405275

ADDRESS: 49 W Granada Blvd, Ormond Beach, FL 32174

PHONE NO.: 386 864 0609

FAX NO.: _____

SUBMITTER'S NAME: Kevin Wakefield

(Typed or Printed in Ink)

TITLE: Owner

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.

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

CITY OF ORMOND BEACH, FLORIDA

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

1.

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

2.

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

Bored Room LLC DBA Grind Gastropub

COMPANY NAME

AUTHORIZED SIGNATURE

Kevin Wakefield

NAME (PRINT OR TYPE)

Owner

TITLE

01/08/2024

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)
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.

Bored Room LLC DBA Grind Gastropub

Company Name

Authorized Signature

Kevin Wakefield

Print Name

Owner

Title

Dear Performing Arts Center of Ormond Beach,

Thank you for the opportunity to submit a proposal for a strategic partnership between Grind Gastropub and the Performing Arts Center of Ormond Beach. We are excited about the possibility of forming a partnership that would benefit both of our organizations and enhance the experience of your patrons.

Our proposed partnership would involve Grind Gastropub providing concession services at the Performing Arts Center during events and performances. Our goal is to offer a diverse and appealing selection of food and beverages that would enhance the overall experience for your patrons. We believe that our unique food and beverage offerings would be a great fit for the Performing Arts Center's audience and complement the cultural offerings of the venue. Our concession services would include the sale of food, beer, wine, and potentially alcohol if permitted by the city. The food offerings would focus on small plates, appetizers, and entrees that are representative of Grind Gastropub's style and reputation. A sample menu is attached, however ultimately, we believe it is the best interest of both entities that Grind Gastropub maintain the flexibility to change the offerings to suit the diversity of the events offered at the Performing Arts Center. We would also offer a curated selection of craft beers, premium wines, and upon approval specialty cocktails, including signature cocktails inspired by Grind Gastropub's mixology program.

Our proposed timeline for the project would include the establishment of a comprehensive timeline for completion of renovations at the P.A.C. and a schedule of upcoming events, setting up of the concession stand, and execution of cross-promotion strategies. We are committed to ensuring that all necessary permits and licenses are obtained and that all food and beverage handling procedures comply with health and safety regulations.

1. Background of Grind Gastropub:

Grind Gastropub is a highly acclaimed restaurant and bar located in Ormond Beach, Florida. The establishment is known for its unique blend of polynesian charm and modern sophistication, offering a menu of globally inspired small plates, entrees, and craft cocktails in a lively inviting atmosphere. The restaurant has received numerous accolades and awards for its exceptional cuisine, service, and ambiance.

2. Experience:

Grind Gastropub has extensive experience providing high-quality food and beverage services for events and special occasions, including weddings, corporate events, and other private functions. The restaurant has a team of experienced chefs, servers, and bartenders who are committed to providing exceptional service and creating memorable experiences for guests. The restaurant's expertise in food and beverage service, combined with its reputation for quality and innovation, makes it an ideal partner for the Performing Arts Center of Ormond Beach.

1. Investment approach:

As a potential partner for the Performing Arts Center of Ormond Beach, Grind Gastropub is committed to making a significant investment in the project. This investment will include the

purchase of necessary equipment and supplies for the concession stand, as well as marketing and promotional materials to promote the partnership and enhance the overall experience for patrons. We are also committed to providing high-quality food and beverage offerings that will enhance the overall experience for your patrons.

1. Concession percentage fee to be paid to the city:

The percentage fee to be paid to the city for concession services would be subject to negotiation and would depend on several factors, including the volume of sales and the specific offerings the Performing Arts Center would find desirable. We are committed to working collaboratively with the Performing Arts Center of Ormond Beach to develop a fair and mutually beneficial fee structure that reflects the value of the services provided and the overall goals of the partnership.

We believe that a partnership between Grind Gastropub and the Performing Arts Center of Ormond Beach would be mutually beneficial and enhance the overall experience for your patrons as well as providing additional exposure for both venues. We look forward to the opportunity to discuss our proposal in more detail and answer any questions you may have.

Thank you for considering our proposal.

Sincerely,

Kevin Wakefield
Grind Gastropub

Menu

While we are happy to accommodate a variety of different menus to suit the needs and preferences of the Performing Arts Center, the menu presented in our RFP response is intended to be a sampling of the kinds of food and beverage offerings that we could provide. We believe that these options are representative of the high-quality, enticing cuisine that Grind Gastropub is known for, and we hope they will help to showcase the kind of experience that we will bring to the Performing Arts Center.

We understand that different events and performances may call for different menu options. We are more than happy to work with the Performing Arts Center to develop customized menus that reflect the specific needs and preferences of each event or performance. We are committed to ensuring that all our food and beverage offerings are of the highest quality, and we are confident that we can work together to provide a truly exceptional experience for your Patrons.

Vendor References

Gordon Food Service

Victor Dacosta

victor.dacosta@gfs.com

386 864 2401

SR Perrott

Eva McMullin

Eva@SRPerrott.com

386 672 2275

Mike's Produce

Mike Anderson

mpecser@gmail.com

386 760 8822

Customer References

Dorian Burt

Highlander Corporation

gemdori@aol.com

386 295 4610

Tony Guidice

Metra Electronics

tonyg@metra-autosound.com

1 800 221 0932

Michelle Mariano

Southern Stone Communications

MMariano@sscdaytona.com

386 944 7714

ARTISAN CHEESE BOX \$18

ARTISAN CHEESE
CURED MEATS
GRAPES
CRACKERS

CHICKEN SALAD WRAP \$12

CRANBERRY PECAN CHICKEN SALAD
LETTUCE
TOMATO

TURKEY PEAR & BRIE \$14.5

ROASTED TURKEY
WHIPPED BRIE
WHEAT BERRY BREAD
FIG JAM
PEAR

WHIPPED BRIE WITH TRUFFLE HONEY \$9

WHIPPED BRIE
TRUFFLE HONEY
ARTISAN CRACKERS
CARROT STICKS

BAHAMIAN GROUPER FRITTERS \$18

BAHAMIAN STYLE GROUPER FRITTER
BLACK GARLIC AIOLI

CRAB CAKE SLIDERS \$12

CRAB CAKES
REMOULADE
LETTUCE
TOMATO SLICE
SLIDER BUNS

CHICKEN SATAY \$12

PEANUT SAUCE

STEAK SKEWERS \$15

BLACK GARLIC AIOLI

SHRIMP SKEWERS \$14

SOMMAL AIOLI

PULLED PORK SLIDERS \$10

SLOW COOKED PORK BUTT
SWEET N SPICY BBQ SAUCE
COLE SLAW

SHRIMP PO' BOY SLIDERS \$14

BLACKENED SHRIMP
COLE SLAW
REMOULADE
PICKLES

ROASTED MUSHROOM BANH MI \$12

ROASTED MARINATED MUSHROOMS
ROASTED GARLIC AIOLI
PICKLED CARROT AND RADDISH
FRESH CILANTRO
BAGETTE

BAGS OF CHIPS \$ 3.5

CAN SOFT DRINKS \$ 3.5

CANDY BAR \$4

GELATO \$6.50

SORBET \$6.50

Schedule of Operations

At this juncture, it is challenging to submit an accurate schedule of operations because the facility is currently under renovation and closed for concessions. Ideally, the schedule of operations would include the following:

Day of Event

- Prepare food options for ensuing event. Menu may change depending on nature of event.
- Load in beverage inventory and refrigerate necessary items.
- Ensure that all food and beverage offerings are ready for sale 1.5 – 2 hours prior to any events.
- Ensure staff is ready to serve event attendees.
- Ensure point-of-sale system is ready to process transactions for event attendees.

During Event

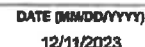
- Offer food and beverage options to event attendees while following all state and local guidelines.
- Utilize point-of-sale system to record all food and beverage purchases.
- Follow safe alcohol service guidelines to ensure guests are served responsibly.
- Conclude service following the final intermission.

Following Events

- Clean and sanitize concession area.
- Reconcile cash and credit card sales via the point-of-sale system.
- Send sales report to City of Ormond Beach.

In-between Events

- Maintain concession area to ensure cleanliness.
- Coordinate with event manager to ensure any menu changes or promotions are planned accordingly.



PRODUCER Caton-Hoey Insurance 3731 Nova Rd.		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C No. Ext.): (386) 767-3161 FAX (A/C No.): (386) 760-1770 E-MAIL: melissa@catonhoey.com ADDRESS:	
Port Orange	FL 32129	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Company	NAIC # 24856
		INSURER B: Zenith Insurance Company	13269
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Bored Room LLC, DBA: Grind, Kona Tiki Bar 56 New Britain Ave			
Ormond Beach	FL 32174		

REVISION NUMBER:

LTR	TYPE OF INSURANCE	ADDL SUBT (NSD WYP)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		CA000038395-04	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000
						MED EXP (Any one person) \$ 1,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:					Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
A	☒ UMBRELLA LIAB	☒ OCCUR	GX000003550-04	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 2,000,000
	☐ DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☒ N	Z072803611	09/01/2023	09/01/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CANCELLATION

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD



2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

BORED ROOM LLC
GRIND GASTROPUB
49 W GRANADA BLVD
ORMOND BEACH, FL 32174-6302

74-8016215795-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You may not use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 4COP TYPE: SFS
CONSUMPTION ON PREMISES ONLY

BORED ROOM LLC

GRIND GASTRO PUB & TIKI BAR
49 WEST GRANADA BLVD
ORMOND BEACH FL 32174

LICENSE NUMBER: BEV7407304

EXPIRATION DATE: MARCH 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 284

BORED ROOM LLC

GRIND GASTROPUB & TIKI BAR
49 W GRANADA BLVD
ORMOND BEACH FL 32174

LICENSE NUMBER: SEA7405275

EXPIRATION DATE: APRIL 1, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



City of Ormond Beach AGENDA ITEM

February 6, 2024 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-18
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	RFP Award of the PAC Concessionaire Agreement		
Summary:	This is a request for the City Commission to authorize the award of a contract for the Concessionaire of Ormond Beach Performing Arts Center (PAC). The Concessionaire of Ormond Beach PAC RFP was advertised in January 2023, and again in December 2023. The purpose of the RFP is to solicit competitive proposals to provide fully insured and licensed concessionaire to sell snacks, hot and cold beverages, and to provide beer and wine concession services at the Performing Arts Center. The City of Ormond Beach will determine at which events alcoholic beverages may be sold. As provided for in the RFP, the vendor will provide a safe, consistent and reliable beer, wine, and other concession services that will: 1. Maximize the public's use and enjoyment of the Performing Arts Center. 2. Encourage tourism 3. Provide an accurate system to account for all revenue collected 4. Provide an accurate system to determine dates and times of operation at the request of the City. 5. Adequately compensate the City of Ormond Beach to offset the costs of operating the Performing Arts Center. The City received and opened the proposals in January 2024. One proposal was received. The City's evaluation committee meeting was held on January 22, 2024, at which time the proposal was rated to ensure all stipulations of the RFP had been met. The bid was evaluated by a 3 members evaluation committee		

	comprising Kelly Britto, Leisure Services Office Manager, Sonja Johnson, Events Coordinator, and Sara Dionne, Recreational Program Supervisor. The proposal was rated using the following criteria: 1. Qualifications and Experience (30 points) 2. Completeness of Submission (15 points) 3. Price/Variety of Offerings (30 points) 4. Proposed proceeds to the City (25 points) Bored Room, LLC was the only vendor who submitted a bid, and also met all the RFP requirements.						
Financial Impact:	Revenue derived from the concession agreement will be used to offset costs associated with the PAC.						
Citizen Impact:	A concession contract for the PAC will ensure concessions are provided in a consistent and professional manner.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the agreement for the Concessionaire of the Performing Arts Center to Bored Room, LLC.						
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279						
Attachments:	1. 24- 18 PAC Concessionaire-Bored Room (P24-0017G) 2. Bored Room PAC agr 3. Bored Room LLC 4. RFP 2024-23 signed score summary						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>1/31/2024</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>2/1/2024</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>2/1/2024</td> </tr> </table>	Kelly McGuire, Finance Director	1/31/2024	Claire Whitley, Assistant City Manager	2/1/2024	Joyce Shanahan, City Manager	2/1/2024
Kelly McGuire, Finance Director	1/31/2024						
Claire Whitley, Assistant City Manager	2/1/2024						
Joyce Shanahan, City Manager	2/1/2024						



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Concessionaire for Ormond Beach Performing Arts Center

RFP NUMBER: 2024-23

RFP OPENING DATE & TIME: January 19, 2024 at 10:00am

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME:

PRE-SUBMITTAL MEETING:

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S BUSINESS NAME: Bored Room LLC DBA Grind Gastropub

PROPOSER'S MAILING ADDRESS: 49 W Granada Blvd

CITY-STATE-ZIP: Ormond Beach, FL 32174

F.E.I.N.: 46-1664249

PHONE NUMBER: 386 864 0609

EMAIL: accounting.hr@grindgastropub.com

If returning as a "No Submittal", please state reasons

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)

Kevin Wakefield

NAME (TYPED)

Owner

TITLE

01/08/2024

DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals 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: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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
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

Opened in 1991, The Ormond Beach Performing Arts Center is a six hundred fixed seat auditorium with a performance stage. The venue provides the community with live entertainment including music concerts, dance recitals, comedy shows, traveling attractions, business and government meetings, and community theater productions. Over the course of the last five years, the Performing Arts Center averages over sixty performances and eighteen thousand attendees. The average total annual sales of concessions during this time frame is approximately six thousand dollars. Previous concession sales have not included sale of alcoholic beverages.

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide fully insured and appropriately licensed concessionaire to sell snacks, hot and

cold beverages, and to provide beer and wine concession services at the Ormond Beach Performing Arts Center. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable beer, wine, and other concession services that will:

1. Maximize the public's use and enjoyment of the Performing Arts Center.
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine dates and times of operation at the request of the City.
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest at the Ormond Beach Performing Arts Center and offset the City's costs of operating the PAC.

II. SCOPE OF SERVICES

- A. The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.
- B. Concessionaire shall have the option of proposing to provide the service to manage, maintain, and sell an inventory of ready to eat snack food items, bottled water, soft drinks, and coffee, in addition to all beer and wine operations and licenses at the PAC, or to provide only beer and wine service with the understanding that the Performing Arts Center would retain the sole and exclusive right to sell ready to eat snacks, soft drinks, coffee, and bottled water. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- C. Concessionaire shall be responsible for furnishing and set up of appropriate bar and refrigeration equipment one hour prior to any show where Concessionaire's services are requested.
- D. Concessionaire shall be responsible for removal of appropriate bar and refrigeration equipment after any intermission along with any unsold beer or wine.
- E. City will be responsible for utility charges for any refrigeration equipment.
- F. Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the sale of any products.
- G. Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
- H. All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official Concessionaire personnel.
- I. All pricing for all goods and services are to be posted and visible for all customers.

- J. All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.
- K. The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.
- L. Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.
- M. The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.
- N. The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the premises whenever it appears to be in the best interest of the City of Ormond Beach.
- O. In addition to City of Ormond Beach Commercial Liability Insurance requirements, Concessionaire shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage applies to this Agreement.
- P. The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.
- Q. The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

III. Personnel and Experience of the Concessionaire:

- A. All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the Performing Arts Center without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.
- B. The City of Ormond Beach includes a diverse population and the successful respondent shall reflect this diversity by encouraging diversity in employment of concessions.

- C. The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

IV. Concession Percentage Fee

- A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent, the Concessionaire shall pay to the City of Ormond Beach a Concession Percentage Fee. The Concession Percentage Fee is a percentage of the Concessionaire's gross receipts.
- B. Respondents shall propose a Concession Percentage Fee based on the criteria in Section IX, Proposal Process. The proposed Percentage Fee will be a factor in the decision to award a Contract to the successful Respondent.
- C. The Concession Percentage Fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

V. Reporting and Financials

- A. The successful Respondent shall ensure the concession venue is equipped with a cash register system with duplicate receipt capability.
- B. Concessionaire shall provide sale statements within (5) days post production and will be required to send these reports electronically to the City of Ormond Beach's Performing Arts Center Supervisor and City of Ormond Beach Finance Department. The statements shall be sufficient for the City to determine the number, type and gross sales for all concessions sold. The amount of the Concession Percentage Fee shall be paid to the City no later than (15) days post production.
- C. The City of Ormond Beach reserves the right to audit any financial documentation at any time.
- D. Respondent shall include in the sales statement all sales and receipts for each production and shall be verifiable through the cash register system.

VI. Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drinks to include soft drinks and beer and wine items (example: candy, crackers, canned/bottled sodas, water, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Beer and wine are the only alcoholic beverages permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product

VII. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of two (2) years and may be automatically renewed for three, one-year terms thereafter upon mutual written agreement.

VIII. MINIMUM QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
 - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Concessionaire shall have the ability to manage and maintain all liquor operations and licenses at the Performing Arts Center. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

IX. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

B. Experience:

C. Investment Approach:

D. Concession Percentage Fee (the percentage of gross receipts Concessionaire proposes to pay to the City for each sale):

1. Percentage of beer and wine sales
2. Percentage of other concession sales (if Concessionaire proposes to provide concessions in addition to beer and wine)

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 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.

X. EVALUATION PROCESS AND CRITERIA

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)

Completeness of Submission (15 points)

Price/Variety of Offerings (30 points)

Proposed proceeds to City (25 points)

Responsive proposals will be ranked in each of the criteria

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

The City shall be the sole judge of the proposer's qualifications.

XI. 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 10:00 a.m., January 19, 2024.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until January 10, 2024 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 downstairs 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.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

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

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

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

State Certified / Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
- 3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
- 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
- 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
- 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
- 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
- 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
- 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
- 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)
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.

Bored Room LLC DBA Grind Gastropub

COMPANY NAME

AUTHORIZED SIGNATURE

Kevin Wakefield

NAME

Owner

TITLE

01/08/2024

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
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: Bored Room LLC DBA Grind Gastropub

VENDOR/CONTRACTOR LICENSE NUMBER: SEA7405275

ADDRESS: 49 W Granada Blvd, Ormond Beach, FL 32174

PHONE NO.: 386 864 0609

FAX NO.: _____

SUBMITTER'S NAME: Kevin Wakefield

(Typed or Printed in Ink)

TITLE: Owner

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.

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)**

CITY OF ORMOND BEACH, FLORIDA

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

1.

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

2.

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

Bored Room LLC DBA Grind Gastropub

COMPANY NAME

AUTHORIZED SIGNATURE

Kevin Wakefield

NAME (PRINT OR TYPE)

Owner

TITLE

01/08/2024

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2024-23)
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.

Bored Room LLC DBA Grind Gastropub

Company Name

Authorized Signature

Kevin Wakefield

Print Name

Owner

Title

Dear Performing Arts Center of Ormond Beach,

Thank you for the opportunity to submit a proposal for a strategic partnership between Grind Gastropub and the Performing Arts Center of Ormond Beach. We are excited about the possibility of forming a partnership that would benefit both of our organizations and enhance the experience of your patrons.

Our proposed partnership would involve Grind Gastropub providing concession services at the Performing Arts Center during events and performances. Our goal is to offer a diverse and appealing selection of food and beverages that would enhance the overall experience for your patrons. We believe that our unique food and beverage offerings would be a great fit for the Performing Arts Center's audience and complement the cultural offerings of the venue.

Our concession services would include the sale of food, beer, wine, and potentially alcohol if permitted by the city. The food offerings would focus on small plates, appetizers, and entrees that are representative of Grind Gastropub's style and reputation. A sample menu is attached, however ultimately, we believe it is the best interest of both entities that Grind Gastropub maintain the flexibility to change the offerings to suit the diversity of the events offered at the Performing Arts Center. We would also offer a curated selection of craft beers, premium wines, and upon approval specialty cocktails, including signature cocktails inspired by Grind Gastropub's mixology program.

Our proposed timeline for the project would include the establishment of a comprehensive timeline for completion of renovations at the P.A.C. and a schedule of upcoming events, setting up of the concession stand, and execution of cross-promotion strategies. We are committed to ensuring that all necessary permits and licenses are obtained and that all food and beverage handling procedures comply with health and safety regulations.

1. Background of Grind Gastropub:

Grind Gastropub is a highly acclaimed restaurant and bar located in Ormond Beach, Florida. The establishment is known for its unique blend of polynesian charm and modern sophistication, offering a menu of globally inspired small plates, entrees, and craft cocktails in a lively inviting atmosphere. The restaurant has received numerous accolades and awards for its exceptional cuisine, service, and ambiance.

2. Experience:

Grind Gastropub has extensive experience providing high-quality food and beverage services for events and special occasions, including weddings, corporate events, and other private functions. The restaurant has a team of experienced chefs, servers, and bartenders who are committed to providing exceptional service and creating memorable experiences for guests. The restaurant's expertise in food and beverage service, combined with its reputation for quality and innovation, makes it an ideal partner for the Performing Arts Center of Ormond Beach.

1. Investment approach:

As a potential partner for the Performing Arts Center of Ormond Beach, Grind Gastropub is committed to making a significant investment in the project. This investment will include the

purchase of necessary equipment and supplies for the concession stand, as well as marketing and promotional materials to promote the partnership and enhance the overall experience for patrons. We are also committed to providing high-quality food and beverage offerings that will enhance the overall experience for your patrons.

1. Concession percentage fee to be paid to the city:

The percentage fee to be paid to the city for concession services would be subject to negotiation and would depend on several factors, including the volume of sales and the specific offerings the Performing Arts Center would find desirable. We are committed to working collaboratively with the Performing Arts Center of Ormond Beach to develop a fair and mutually beneficial fee structure that reflects the value of the services provided and the overall goals of the partnership.

We believe that a partnership between Grind Gastropub and the Performing Arts Center of Ormond Beach would be mutually beneficial and enhance the overall experience for your patrons as well as providing additional exposure for both venues. We look forward to the opportunity to discuss our proposal in more detail and answer any questions you may have.

Thank you for considering our proposal.

Sincerely,

Kevin Wakefield
Grind Gastropub

Menu

While we are happy to accommodate a variety of different menus to suit the needs and preferences of the Performing Arts Center, the menu presented in our RFP response is intended to be a sampling of the kinds of food and beverage offerings that we could provide. We believe that these options are representative of the high-quality, enticing cuisine that Grind Gastropub is known for, and we hope they will help to showcase the kind of experience that we will bring to the Performing Arts Center.

We understand that different events and performances may call for different menu options. We are more than happy to work with the Performing Arts Center to develop customized menus that reflect the specific needs and preferences of each event or performance. We are committed to ensuring that all our food and beverage offerings are of the highest quality, and we are confident that we can work together to provide a truly exceptional experience for your Patrons.

Vendor References

Gordon Food Service
Victor Dacosta
victor.dacosta@gfs.com
386 864 2401

SR Perrott
Eva McMullin
Eva@SRPerrott.com
386 672 2275

Mike's Produce
Mike Anderson
mspecser@gmail.com
386 760 8822

Customer References

Dorian Burt
Highlander Corporation
gemdori@aol.com
386 295 4610

Tony Guidice
Metra Electronics
tonyg@metra-autosound.com
1 800 221 0932

Michelle Mariano
Southern Stone Communications
MMariano@sscdays.com
386 944 7714

ARTISAN CHEESE BOX \$18

ARTISAN CHEESE
CURED MEATS
GRAPES
CRACKERS

CHICKEN SALAD WRAP \$12

CRANBERRY PECAN CHICKEN SALAD
LETTUCE
TOMATO

TURKEY PEAR & BRIE \$14.5

ROASTED TURKEY
WHIPPED BRIE
WHEAT BERRY BREAD
FIG JAM
PEAR

WHIPPED BRIE WITH TRUFFLE HONEY \$9

WHIPPED BRIE
TRUFFLE HONEY
ARTISAN CRACKERS
CARROT STICKS

BAHAMIAN GROUPER FRITTERS \$18

BAHAMIAN STYLE GROUPER FRITTER
BLACK GARLIC AIOLI

CRAB CAKE SLIDERS \$12

CRAB CAKES
REMOULADE
LETTUCE
TOMATO SLICE
SLIDER BUNS

CHICKEN SATAY \$12

PEANUT SAUCE

STEAK SKEWERS \$15

BLACK GARLIC AIOLI

SHRIMP SKEWERS \$14

SOMBAL AIOLI

PULLED PORK SLIDERS \$10

SLOW COOKED PORK BUTT
SWEET N SPICY BBQ SAUCE
COLE SLAW

SHRIMP PO' BOY SLIDERS \$14

BLACKENED SHRIMP
COLE SLAW
REMOULADE
PICKLES

ROASTED MUSHROOM BANH MI \$12

ROASTED MARINATED MUSHROOMS
ROASTED GARLIC AIOLI
PICKLED CARROT AND RADDISH
FRESH CILANTRO
BAGETTE

BAGS OF CHIPS \$ 3.5

CAN SOFT DRINKS \$ 3.5

CANDY BAR \$4

GELATO \$6.50

SORBET \$6.50

Schedule of Operations

At this juncture, it is challenging to submit an accurate schedule of operations because the facility is currently under renovation and closed for concessions. Ideally, the schedule of operations would include the following:

Day of Event

- Prepare food options for ensuing event. Menu may change depending on nature of event.
- Load in beverage inventory and refrigerate necessary items.
- Ensure that all food and beverage offerings are ready for sale 1.5 – 2 hours prior to any events.
- Ensure staff is ready to serve event attendees.
- Ensure point-of-sale system is ready to process transactions for event attendees.

During Event

- Offer food and beverage options to event attendees while following all state and local guidelines.
- Utilize point-of-sale system to record all food and beverage purchases.
- Follow safe alcohol service guidelines to ensure guests are served responsibly.
- Conclude service following the final intermission

Following Events

- Clean and sanitize concession area.
- Reconcile cash and credit card sales via the point-of-sale system.
- Send sales report to City of Ormond Beach.

In-between Events

- Maintain concession area to ensure cleanliness.
- Coordinate with event manager to ensure any menu changes or promotions are planned accordingly.



2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

Certificate Number

BORED ROOM LLC
GRIND GASTROPUB
49 W GRANADA BLVD
ORMOND BEACH, FL 32174-6302

74-8016215795-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 561, FLORIDA STATUTES

SERIES: 4COP TYPE: SFS
CONSUMPTION ON PREMISES ONLY

BORED ROOM LLC

GRIND GASTRO PUB & TIKI BAR
49 WEST GRANADA BLVD
ORMOND BEACH FL 32174

LICENSE NUMBER: BEV7407304

EXPIRATION DATE: MARCH 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE (2010) HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 509, FLORIDA STATUTES

NBR. OF SEATS: 284

BORED ROOM LLC

GRIND GASTROPUB & TIKI BAR
49 W GRANADA BLVD
ORMOND BEACH FL 32174

LICENSE NUMBER: SEA7405275

EXPIRATION DATE: APRIL 1, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.L.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Auto Renewal - Sports Agreements		
Recommended Action	Staff intends to allow the automatic renewal of these sports agreements, unless otherwise directed.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

The City maintains the following sports agreements in order to offer quality youth sports programs.

Ormond Beach Youth Baseball & Softball Association — City Commission approved Resolution No. 2011-86 authorizing execution of a second amended agreement. The agreement will auto-renew in Jan 2026. Terms of the agreement allow for automatic renewal each year for 1 additional year, unless either party provides written notice of termination at least 60 days prior to expiration of the existing term.

Ormond Beach Youth Basketball Association, Inc. - City Commission approved Resolution No. 2011-85 authorizing the execution of a first amended lease agreement. The agreement has a 60-day non-renewal notice stipulation. The agreement will auto-renew July 2026.

Ormond Beach Soccer Club, Inc. - City Commission approved Resolution No. 2017-185 authorizing the execution of a third amended agreement. The agreement has a 60-day non-renewal notice stipulation. The agreement will auto-renew in September 2026.

These associations/clubs provide well-rounded youth programs that meet the needs of the community and all the requirements of the respective agreement.

Financial Impact

The automatic renewal amount for FY 2025–26 is approximately \$27,000. These funds are already allocated within the existing budget.

Citizen Impact

By renewing these agreements, youth residents have the opportunity to participate in quality sports programs.

Attachments

1. Soccer Agreement - Third Amended
2. Soccer Insurance Cert
3. Basketball Agreement - First Amended
4. Basketball Insurance Cert
5. Baseball & Softball Agreement - Second Amended
6. Baseball Insurance Cert

THIRD AMENDED
SOCCER FACILITIES LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **City of Ormond Beach**, a Florida municipal corporation ("LESSOR") and **Ormond Beach Soccer Club, Inc.**, a non-profit corporation ("LESSEE").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area; and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE; and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide youth soccer programs.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services in

recreational soccer programs. Further, no officer, director, board member or volunteer thereof, other than manager and coach, shall receive any compensation for their services in competitive soccer programs. All funds inuring to the benefit of LESSEE for recreational soccer programs are to be used exclusively to pay direct operating expenses of recreational youth soccer programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. Further, all funds inuring to the benefit of LESSEE for competitive soccer programs are to be used exclusively to pay direct operating expenses of competitive youth soccer programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated, any unused or surplus funds for recreational and competitive soccer shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds or accounts along with current 501(c)3 certificate verifying active status to the LESSOR no later than THIRTY (30) days after the end of LESSEE'S fiscal year for the recreational soccer programs and for the competitive soccer programs. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational and competitive youth soccer programs with reasonable notice.

The LESSEE shall provide well-rounded youth soccer programs; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of youth soccer programs, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of youth soccer programs; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as Exhibit "A" and shall provide annual written verification that they

are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide youth soccer programs in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the youth soccer programs.

3. THIRD PARTY VENDORS.

The LESSEE may, at its expense, contract with third-party vendors for the purpose of:

1. Assisting the LESSEE in the organization and operation of its annual tournament.
2. Providing referee services.
3. Coaching competitive teams, provided such coaches are independent contractors.
4. Providing coaching education services to all coaches of LESSEE.
5. Providing administrative services for the LESSEE'S competitive program, including activities related to the compliance with any and all rules and regulations of the LESSEE'S state and national association (e.g., Florida Youth Soccer Association and United States Youth Soccer Association), activities related to the competitive league in which the LESSEE'S team are entered, and activities related to coaching initiatives or a curriculum for soccer instruction that may be implemented by the LESSEE'S state or national association.
6. Assisting LESSEE in the operation of clinics and camps organized and run by the LESSEE, and as may be approved by the City pursuant to the terms of this Lease. Any vendors engaged by the LESSEE must provide adequate proof of insurance, must adhere to any and all rules and regulations imposed by the City related to the use of the soccer

fields, and must ensure that all personnel that may be working directly with youth players to first pass a background check as required by and performed by the LESSEE'S state association.

4. **TERM.**

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

5. **USE OF FACILITIES.**

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described herein below, including regular and post-season play. The initial period for recreational program use shall be: spring recreational soccer – **Mid-February through May 31st**; fall recreational soccer – **August 15th through November 30th**; competitive soccer – length of season will be mutually agreed upon by LESSOR and LESSEE. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any facilities for any scheduled or unscheduled practice which requires the use of lights, unless at least one-half (1/2) of the membership of the team's official roster is present and participating in such practice.

Ormond Beach Sports Complex Soccer Fields: 700 Hull Road, Ormond Beach, Florida, inclusive of Soccer Fields 1 through 6 and 8 through 10, concession stand, bathroom facilities, and parking areas, as follows:

Monday through Friday:
From 3:00 p.m. until close of games or practices
All pre-scheduled Saturday and Sunday activities

Requested field scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that unreasonably interferes with the scheduled use of the facilities by LESSEE.

Any and all tournaments must be approved by the Director of Leisure Services or his designee prior to being planned or scheduled. In addition, any more than two tournaments per season are subject to approval of Director of Leisure Services or his designee and may result in LESSEE having to pay field rental and/or any and all associated tournament costs to LESSOR.

Field lights shall not be used after 11:00 p.m. except to conclude a game or practice already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use. Failure to do so may result in elimination of utilization of lights by LESSEE. Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the fields.

6. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. Fields will be closed in late-November for field maintenance and winter rye seeding and will reopen upon approval of Director of Leisure Services, or his designee. The

LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

7. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities, which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

8. EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of youth soccer programs. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be conclusively presumed to be the property of LESSOR.

9. REFEREES.

The LESSEE shall provide referees and or officials for all soccer games, and said referees shall be compensated by the LESSEE.

10. MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR AND NO CENTS (\$1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the soccer programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS (\$2.50) for each

registrant and any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its own soccer programs, the TWO DOLLARS AND FIFTY CENTS (\$2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment for spring recreational soccer and for fall recreational soccer will be payable within 30 days of registration ending date. Payment for competitive soccer and for any additional late registered competitive players will be payable within 30 days of registration ending date.

11. FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances**, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of youth soccer programs. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee per registrant per current fee resolution. The LESSEE shall collect all registration fees and shall retain the proceeds less the facilities fee collected, and any established surcharge for each non-resident registrant.

12. YOUTH SPORTS GRANT.

Subject to appropriation in the sole and absolute discretion of the City

Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS AND NO CENTS (\$15.00) for each City of Ormond Beach resident participating in fall season youth recreational soccer programs only, excluding fee-waived participants. These funds may be used to cover LESSEE's operating expenses in providing recreational youth soccer programs only in Ormond Beach (i.e., such as compensation for referees, the purchase of sports equipment, team uniforms, etc.).

Any such sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the fall youth recreational soccer program. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date; but if feasible, may be shown as a deduction in the invoice provided to the LESSEE for payment of facility fee and nonresident surcharge fees. Any sports grant money that has not been used may be carried over to the next ensuing recreational soccer season; however, any improper use of sports grant money shall be reimbursed to the City upon demand.

13. PROMOTIONAL MATERIAL.

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

14. CONCESSION STANDS.

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

- A) The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed.
- B) The LESSEE shall provide trained personnel who must

comply with all health department regulations to operate and maintain the concession stands.

- C) The LESSEE shall not sublease, assign, or otherwise contract away its non-exclusive privilege to sell such food items and beverages.
- D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation of the concession stands.
- E) The LESSEE shall provide indoor containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.
- F) The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession stands.
- G) The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to the operation of the concession stands.

15. ADVERTISEMENT.

No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

16. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and **Resolution 2011-116**, as same presently exists or may be hereafter amended.

17. LIABILITY AND INDEMNIFICATION.

a) **Hold Harmless.** The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR's sole negligence.

b) **Payment On Behalf of LESSOR.** The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR's legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR's exclusive remedy.

c) **Loss Control and Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) **Release and Waiver of Liability.** When registering participants, LESSEE agrees to obtain a release from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

18. SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

19. ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

20. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

(LEFT BLANK INTENTIONALLY)

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

DATED this 9 day of September, 2017.

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

Attest: Joyce Shahan
JOYCE SHAHAN
City Manager

DATED this 27th day of November, 2017.

**ORMOND BEACH YOUTH
SOCCER CLUB, INC.**

By: Robert T. Bowlink
Print Name: ROBERT T. BOWLINK
Title: President

Attest: Hunter Dorman
Print Name: Hunter Dorman
Title: F.R.P.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2025

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 LIC #40558248 Player's Health Cover USA Inc. Lifetime Work Edina 200 Southdale Center Edina MN 55435		CONTACT NAME: PHONE (A/C, No, Ext): 612-345-9683 E-MAIL ADDRESS: certificates@playershealth.com FAX (A/C, No):	
INSURED Florida Youth Soccer Association 2828 Lake Myrtle Park Rd Auburndale FL 33823		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: US Fire Insurance Company INSURER C: HDI Global Specialty SE INSURER D: INSURER E: INSURER F:	
		NAIC # 10120 21113 16131	

COVERAGES**CERTIFICATE NUMBER:** 194336**REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: EVENT	Y		GCN0012372-251	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						GCN0012372-251
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 0			25QS1146	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			US2230056	8/1/2025	8/1/2026	PER INJURY LIMIT \$ 50,000

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

Certificates are issued for the operations of the Florida Youth Soccer Association, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate Holders, its members, officials, officers, employees and agents are included as additional insured with respect to general liability as required by direct written contract. Sexual Abuse & Molestation Limits: \$1,000,000 per occurrence/\$2,000,000 aggregate. This certificate is issued on behalf of: Ormond Beach Soccer Club

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach

399 NUS1

Ormond Beach

FL 32174

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

AUTHORIZED REPRESENTATIVE

Don Pullen

FIRST AMENDED
BASKETBALL FACILITIES LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH BASKETBALL ASSOCIATION, INC.**, a non-profit corporation ("LESSEE").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide a recreational youth basketball program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services. All funds inuring to

the benefit of LESSEE are to be used exclusively to pay direct operating expenses of a recreational youth basketball program in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated any unused or surplus funds shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds or accounts along with current 501(C)3 certificate to LESSOR no later than THIRTY (30) days after the end of LESSEE's fiscal year. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational youth basketball program with reasonable notice.

The LESSEE shall provide a well-rounded recreational youth basketball program; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of a recreational youth basketball program, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of a recreational youth basketball program; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as Exhibit "A" and shall provide annual written verification that they are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide a recreational youth basketball program in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the recreational youth basketball program.

3. TERM.

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall

be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4. USE OF FACILITIES.

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described hereinbelow. The initial period for regular recreational season use shall be after November 1st and will end by February 14th. The facilities may also be used for post-season playoffs during the last two weeks in February. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any basketball court for any scheduled or unscheduled practice, unless at least one-half (1/2) of the membership of the team's official roster is present and participating in such practice.

Nova Community Center Gymnasium, 440 North Nova Road, Ormond Beach, Florida, Monday through Friday, from 5:30 p.m. until 9:30 p.m.; and Saturday, from 8:30 a.m. until 2:00 p.m.

South Ormond Neighborhood Center Gymnasium, 176 Division Avenue, Ormond Beach, Florida, Monday, Wednesday, and Friday, from 5:30 p.m. until 9:00 p.m.; and Saturday, from 8:30 a.m. until 2:00 p.m. (The outside basketball courts may be used on an occasional basis with the prior approval of the City's Director of Leisure Services or his designee.)

Requested facility scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that

unreasonably interferes with the scheduled use of the facilities by LESSEE.

Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal.

5. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. The LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

6. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7. EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of the recreational youth basketball program. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be

conclusively presumed to be the property of LESSOR.

8. REFEREES.

The LESSEE shall provide all referees and/or officials for the basketball games, and said referees shall be compensated by the LESSEE.

9. MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the recreational basketball programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS (\$2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its own recreational basketball programs, the TWO DOLLARS AND FIFTY CENTS (\$2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment will be payable to LESSOR within 30 days of registration ending date.

10. FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances**, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and

non-resident participants of the recreational youth basketball program. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee to all participants per current fee resolution.

11. YOUTH SPORTS GRANT.

Subject to appropriation in the sole and absolute discretion of the City Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS AND NO CENTS (\$15.00) for each City of Ormond Beach resident participating in the winter season recreational youth basketball program, excluding fee-waived participants. These funds may be used to cover LESSEE's operating expenses in providing a youth recreational basketball program in Ormond Beach (i.e., such as compensation for referees, the purchase of sports equipment, team uniforms, etc.).

Any such sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the recreational winter youth basketball program. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date. Any sports grant money that has not been used may be carried over to the next ensuing winter recreational basketball season; however, any improper use of sports subsidy money shall be reimbursed to the City upon demand.

12. PROMOTIONAL MATERIAL.

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

13. ADVERTISEMENT.

No one shall be permitted to display any advertisement at the facilities without the prior

written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

14. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and **Resolution No. 2010-125** as same presently exists or may be hereafter amended.

15. LIABILITY AND INDEMNIFICATION.

a) **Hold Harmless.** The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR's sole negligence.

b) **Payment On Behalf Of LESSOR.** The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR's legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR's exclusive remedy.

c) **Loss Control And Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety

measures are reasonably expected.

d) Release and Waiver from Liability. When registering participants, LESSEE agrees to obtain a release and waiver from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

16. SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

17. ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

18. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

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

DATED this 21st day of June, 2011.

CITY OF ORMOND BEACH

By: ED KELLEY
ED KELLEY
Mayor

(SEAL)

Attest: JOYCE SHANAHAN
JOYCE SHANAHAN
City Manager

DATED this 21 day of September, 2011

**ORMOND BEACH YOUTH BASKETBALL
ASSOCIATION, INC.**

By: John Scotti
Print: John Scotti
Title: _____

Attest: Sylvia Frost
Print: SYLVIA FROST
Title: OFFICE MANAGER



Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

Coach Signature

Date

Coach Name (print): _____

© National Alliance for Youth Sports

Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

Player Signature

Date

Player Name (print): _____

© National Alliance for Youth Sports

Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

Parent Signature

Date

Parent Name (print): _____

© National Alliance for Youth Sports



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2025

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne, IN 46804	CONTACT NAME: MM - Amateur Sports - Teams, Leagues and Associations PHONE (A/C No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:																					
INSURED Ormond Beach Youth Basketball Association 37 Grey Dapple Way Ormond Beach, FL 32174 A Member of the Sports, Leisure & Entertainment RPG	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AIG Specialty Insurance Company	26883	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	AIG Specialty Insurance Company	26883																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: U00107561

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		9YAPG0001334486100	02/10/2025 01:03 PM EDT	02/10/2026 12:01 AM	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$1,000,000</td></tr><tr><td>PROFESSIONAL LIABILITY</td><td>\$1,000,000</td></tr><tr><td>Legal Liability to Participants</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000	PROFESSIONAL LIABILITY	\$1,000,000	Legal Liability to Participants	\$1,000,000
EACH OCCURRENCE	\$1,000,000																						
DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000																						
MED EXP (Any one person)	\$5,000																						
PERSONAL & ADV INJURY	\$1,000,000																						
GENERAL AGGREGATE	\$5,000,000																						
PRODUCTS - COMP/OP AGG	\$1,000,000																						
PROFESSIONAL LIABILITY	\$1,000,000																						
Legal Liability to Participants	\$1,000,000																						
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Not provided while in Hawaii.HAWAII			9YAPG0001334486100	02/10/2025 01:03 PM EDT	02/10/2026 12:01 AM	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)									
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																						
BODILY INJURY (Per person)																							
BODILY INJURY (Per accident)																							
PROPERTY DAMAGE (Per accident)																							
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE													
EACH OCCURRENCE																							
AGGREGATE																							
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table border="1"><tr><td>☐ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr></table>	☐ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT									
☐ PER STATUTE ☐ OTHER																							
E.L. EACH ACCIDENT																							
E.L. DISEASE - EA EMPLOYEE																							
E.L. DISEASE - POLICY LIMIT																							
A	☐ MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486100	02/10/2025 01:03 PM EDT	02/10/2026 12:01 AM	<table border="1"><tr><td>PRIMARY MEDICAL</td><td>\$25,000</td></tr></table>	PRIMARY MEDICAL	\$25,000														
PRIMARY MEDICAL	\$25,000																						

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

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Sport(s): Basketball Age(s): 12 & Under, 13-15

The Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDERCity of Ormond Beach
22 S. Beach St
Ormond Beach, Florida 32174
Owner/Manager/Lessor of Premises**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**SECOND AMENDED
BASEBALL & SOFTBALL
FACILITIES LEASE AGREEMENT**

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH BASEBALL & SOFTBALL CORP.**, a non-profit corporation ("LESSEE" or "OBYBSC").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide youth baseball and softball programs.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services in

recreational baseball and recreational softball programs. Further, no officer, director, board member or volunteer thereof, other than manager and coach, shall receive any compensation for their services in competitive baseball and competitive softball programs. All funds inuring to the benefit of LESSEE for recreational baseball and softball programs are to be used exclusively to pay direct operating expenses of recreational youth baseball and softball programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. Further, all funds inuring to the benefit of LESSEE for competitive programs are to be used exclusively to pay direct operating expenses of competitive youth baseball and softball programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated any unused or surplus funds for recreational and competitive baseball and softball shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds and accounts and current 501(c)3 certificate verifying active status to the LESSOR no later than THIRTY (30) days after the end of LESSEE'S fiscal year for recreational baseball and softball programs and for competitive baseball and softball programs. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational and competitive youth baseball and softball programs with a reasonable notice.

The LESSEE shall provide well-rounded youth baseball and softball programs; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of youth baseball and softball programs, including directors, coaches, and umpires; shall establish and implement rules for the fair and effective operation of youth baseball and softball programs; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR, attached hereto as Exhibit "A" and shall provide annual written verification that they are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide youth baseball and

softball programs in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the youth baseball and softball programs.

3. **TERM.**

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4. **USE OF FACILITIES.**

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described hereinbelow, including regular and post-season play. The initial period for regular season use shall be: spring baseball and softball February through May; fall baseball and softball August through October. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any facilities for any scheduled or unscheduled practice, unless at least one-half (½) of the membership of the team's official roster is present and participating in such practice.

Nova Baseball Fields: 440 North Nova Road, Ormond Beach, Florida, inclusive of Fields 1 through 5 and all parking areas, infield warm-up areas, concession stand, bathroom facilities, and batting cages; Monday through Friday, from 3:00 p.m. until the close of games or practices; and all pre-scheduled Saturday and Sunday activities.

Ormond Beach Sports Complex Baseball/Softball Fields: 700 Hull Road, Ormond Beach, Florida, inclusive of the Kiwanis Fields, T-Ball Fields Machine Pitch Fields, Practice Fields, Softball Quad, Harry Wendelstedt Fields when not under lease with Harry Wendelstedt, Inc., parking areas, concession stand, bathroom facilities, and batting cages; Monday through Friday, from 3:00 until the close of games or practices; and all pre-scheduled Saturday and Sunday activities.

Requested field scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season

for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that unreasonably interferes with the scheduled use of the facilities by LESSEE.

Any and all tournaments must be approved by the Director of Leisure Services or his designee prior to being planned or scheduled. In addition, any more than two tournaments per season are subject to approval of Director of Leisure Services or his designee and may result in LESSEE having to pay field rental and/or any and all associated tournament costs to LESSOR.

Field lights shall not be used after 11:00 p.m. except to conclude a game or practice already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use. Failure to do so may result in elimination of utilization of lights by LESSEE. Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the fields.

5. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. Fields will be closed in late-November for field maintenance and winter rye seeding and will reopen upon approval of Director of Leisure Services, or his designee. The LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

6. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding

such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7. **EQUIPMENT, UNIFORMS AND STORAGE.**

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of the youth baseball and softball programs. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be conclusively presumed to be the property of LESSOR.

8. **UMPIRES.**

The LESSEE shall provide all umpires and/or officials for the baseball and softball games, and said umpires shall be compensated by the LESSEE.

9. **MONETARY CONSIDERATION.**

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the baseball and softball programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS (\$2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its baseball and softball programs, the TWO DOLLARS AND FIFTY CENTS (\$2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration

accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment for spring baseball and softball will be payable within 30 days of registration ending date.

10. FACILITY AND REGISTRATION FEES.

Pursuant to Section 15-14, Code of Ordinances, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of the youth baseball and softball programs. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee to all participants per current fee resolution.

11. YOUTH SPORTS GRANT.

Subject to appropriation in the sole and absolute discretion of the City Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS (\$15.00) for each City of Ormond Beach resident participating in spring season recreational youth baseball and softball programs only, excluding fee-waived participants. These funds may be used to cover LESSEE'S operating expenses in providing recreational youth baseball and softball programs only in Ormond Beach (i.e., such as compensation for umpires, the purchase of sports equipment, team uniforms, etc.).

Any such annual sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the spring recreational baseball or softball program only. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date.

Any sports grant money that has not been used may be carried over to the next ensuing recreational baseball and softball seasons; however, any improper use of sports grant money shall be reimbursed to the City upon demand.

12. PROMOTIONAL MATERIAL.

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

13. CONCESSION STANDS.

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

- A) The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed.
- B) The LESSEE shall provide trained personnel who must comply with all health department regulations to operate and maintain the concession stands.
- C) The LESSEE shall not sublease, assign, or otherwise contract away its non-exclusive privilege to sell such food items and beverages.
- D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation of the concession stands.
- E) The LESSEE shall provide indoor containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.
- F) The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession stands.
- G) The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to the operation of the concession stands.

14. ADVERTISEMENT.

No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

15. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and **Resolution No. 2010-125** as same presently exists or may be hereafter amended.

16. LIABILITY AND INDEMNIFICATION.

a) **Hold Harmless.** The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR'S sole negligence.

b) **Payment On Behalf Of Lessor.** The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR'S legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR'S exclusive remedy.

c) **Loss Control And Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) **Release and Waiver of Liability.** When registering participants, LESSEE agrees

to obtain a release and waiver from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

17. **SOVEREIGN IMMUNITY.**

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

18. **ASSIGNMENT.**

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

19. **COMPLETE AGREEMENT.**

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

(LEFT BLANK INTENTIONALLY)

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

DATED this 13th day of December, 2011.

WITNESSES:

CITY OF ORMOND BEACH

Lois Towey
Print name: Lois Towey

By: Ed Kelley
ED KELLEY
Mayor

Joyce Shanahan
Print name: Joyce Shanahan

Attest: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 31 day of December, 2011.

ORMOND BEACH YOUTH BASEBALL
& SOFTBALL CORP.

Stephanie Campana
Print name: Stephanie Campana

By: Darius Wigley
Print: Darius K. Wigley
Title: Commissioner

Print name: _____

Attest: _____
By: _____
Print: _____
Title: _____



Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

Coach Signature

Date

Coach Name (print): _____

© National Alliance for Youth Sports

Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

Player Signature

Date

Player Name (print):

© National Alliance for Youth Sports

Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

Parent Signature

Date

Parent Name (print):

© National Alliance for Youth Sports



ORMON99

OP ID: WK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2025

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
RPS Bollinger Sports & Leisure
PO Box 1322
Morristown, NJ 07960
Will Krouslis

CONTACT

NAME:

PHONE
(A/C, No, Ext):FAX
(A/C, No):E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: *Markel Insurance Company

38970

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Ormond Beach Youth Baseball &
Softball Assoc.
32 Indian Springs Drive
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO- JECT ☐ LOC OTHER:	X		3802AH012008-4	02/13/2025	02/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Sex Abuse \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH- ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accident Insurance Full Excess			4102AH284579-19	02/13/2025	02/13/2026	Med Max: 25,000 Ded: 100

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

Certificate holder is included as an additional insured. Coverage is provided under these policies only for sponsored/supervised activities of the named insured for which a premium has been paid.

CERTIFICATE HOLDER

ORMOND1

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.M.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	Auto Renewal - Yellowstone Athletic Fields Maintenance		
Recommended Action	Staff recommends the auto-renewal of the Yellowstone Landscape Athletic Field Maintenance Service Agreement for an additional 1-year period effective April 1, 2026, unless otherwise directed.		
Strategic Goal	Quality of Life - Recognized as a leader in Parks & Recreation through the offering of diverse, high-quality parks and natural spaces.		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is notification of staff's intent to allow the Yellowstone Landscape, LLC (Yellowstone) agreement for athletic fields maintenance services agreement to auto-renew for 1 additional year.

The City Commission, on March 17, 2015, authorized through Resolution No. 2015-79 an athletic field maintenance contract with Yellowstone for an initial 3-year term, which automatically renews for additional 1-year periods each year, unless either party provides at least 90 days prior written notice to the other party of their intent not to renew the contract. This will be the 10th year the contract has been allowed to auto-renew.

The scope of work includes services to 71 acres of athletic turf at the Ormond Beach Sports Complex, Nova Community Center, South Ormond Neighborhood Center and OB middle school, which consists of 8 baseball fields, 7 softball fields, 4 t-ball fields, and 14 multi-use football/soccer fields. This includes mowing each field 3 times per week, irrigation repairs, parts and maintenance, winter over-seeding, aerification, fertilization, pest control, weed control, vertical mowing, top-dressing, and trash/debris pickup.

Yellowstone Landscape, LLC, provides high quality work in performing the athletic field maintenance services for the City. Yellowstone is proactive when providing services, is responsive to concerns, and is willing to take on new projects.

Financial Impact

The current cost for these services (\$681,574.76) is included in the FY 2025-26 General Fund budget. Staff performs ongoing due diligence to ensure the contract is below or at market value and top-notch services are received.

Citizen Impact

The renewal of the athletic field maintenance contract ensures residents have well-maintained athletic surfaces to use and enjoy.

Attachments

1. Austin Outdoor (Yellowstone) Athletic Field Contract
2. Exhibit A and B Document
3. Insurance Certificate

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC** ("Contractor"), 3235 North State Street, Bunnell, FL 32110, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid dated June 12, 2014 ("Athletic Field Maintenance Service, 2014-15"), attached hereto as Exhibit "A", and "Equipment to be Purchased by Austin Outdoor", attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years beginning on April 1, 2015 and will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.
3. **Consideration.**
 - A. Contractor will submit a monthly invoice to the City for Part 1 (Base Bid Schedule) at 1/12 of the cost of the total base bid. Contractor will submit an invoice to the City for Part 2 (Additive Alternate) per unit prices based on actual work performed. Invoices shall be based on the prices set forth on Exhibit "A" and submitted to City at the end of the month. Invoices will be processed by City in a timely manner, and if all conditions of the Agreement have been met, payment will be made to Contractor no later than thirty (30) days after City's approval.
 - B. Contractor shall purchase the equipment "as is" at the prices set forth on Exhibit "B" having a total value of \$89,875.00. For the first twelve (12) months of the Agreement, Contractor's invoices to City shall reflect a credit of \$7,489.58. In the event the Agreement is terminated within the first year, Contractor shall immediately pay City the balance owed for the equipment (\$7,489.58 x the number of months remaining in the first year of the Agreement). The parties agree to execute any and all documents necessary to effectuate the sale of the equipment listed on Exhibit "B".
 - C. Upon termination of the Agreement, City has the option to buy back the equipment listed on Exhibit "B" from Contractor at the fair market value at the time of termination.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**

- (a) If the Contractor fails to perform the conditions of the Agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the Agreement. Termination or cancellation of the Agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the Agreement without cause with a forty-five (45) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

- (b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit(s) attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

Contractor
Austin Outdoor, LLC
Barry Critcher, Business Development Mgr.
3235 North State Street
Bunnell, FL 32110

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in

equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be

reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors

9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

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

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9

(Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

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

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
 - (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
 - (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
 - (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include

legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.
23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this 17th day of March, 2015.

Witnesses:

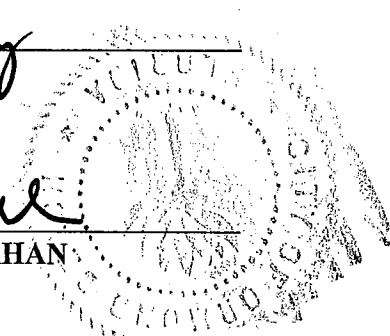
CITY OF ORMOND BEACH

[Signature]
Print Name: Sharon

[Signature]
Print Name: Colby Cilesto

By: [Signature]
ED KELLEY
Mayor

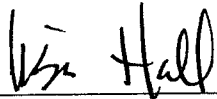
By: [Signature]
JOYCE SHANAHAN
City Manager

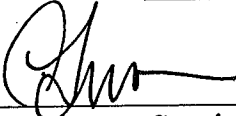


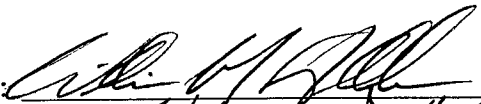
DATED this 27th day of March, 2015.

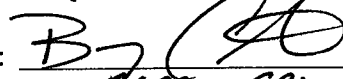
Witnesses:

AUSTIN OUTDOOR, LLC


Print Name: Lisa Hall

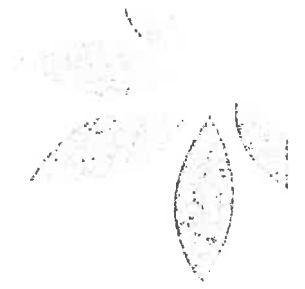

Print Name: Christina Franzen

By: 
Print Name: William M. Seltschick
Title: President

Attest: 
Print Name: BARRY CRITCHER
Title: BUSINESS DEVELOPMENT MGR

City Of Ormond Beach
Athletic Field
Maintenance Service





Proposal



ORIGINAL

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3269
Fax (386) 676-3304

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Athletic Field Maintenance Service**

BID NUMBER: **2014-15**

BID OPENING DATE & TIME: **June 12, 2014 at 10:00 A.M.**

BID OPENING LOCATION: **2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: **May 29, 2014 at 2:00 P.M. - Mandatory**

PRE-BID MEETING LOCATION: **Training Room at Human Resources Office, City Hall**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Austin Outdoor, LLC.

BIDDER'S MAILING ADDRESS: 3235 North State Street

CITY-STATE-ZIP: Bunnell, Florida

F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211 FAX NUMBER: 386-437-6072

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

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

X 
AUTHORIZED SIGNATURE (MANUAL)

Barry Critcher
NAME (TYPED)

Business Development Manager
TITLE

06/12/14
DATED

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

GENERAL CONDITIONS

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

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

JESSICA LUNS福德 ACT COMPLIANCE: Bidder will be responsible for compliance with Section 1012.465, Florida Statutes (Jessica Lunsford Act).

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of One Hundred and Twenty (120) days unless otherwise specified.

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

PRE-BID MEETING: Any bidder wishing to respond to this solicitation will be required to attend a pre-bid meeting at a date and time prescribed herein.

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

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

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

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

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for One Hundred and Twenty (120) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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

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

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

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

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

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

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

If the Bidder proposes to furnish an "Equivalent" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder. The Purchasing Coordinator is not responsible for locating or securing any information which is not identified in the Bid and reasonably available to the Purchasing Coordinator. To insure that sufficient information is available the Bidder shall furnish as a part of the Bid all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

GENERAL INSTRUCTIONS

STATEMENT OF PURPOSE: The City of Ormond Beach, Florida, is requesting Bids and intends to select a qualified firm or individuals to provide the City with professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School (Jessica Lunsford Act compliance required).

SCHEDULE OF BID:

<u>May 11, 2014</u>	Legal Advertisement
<u>May 29, 2014</u>	Mandatory Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.
<u>June 12, 2014</u>	Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.

TERM OF AGREEMENT: The initial term of this Agreement shall be for a period of **three (3) years** starting on the commencement date and will be automatically renewed for additional **one (1) year periods** unless either party provides at least ninety (90) days prior written notice of non-renewal prior to the end of the initial term or one of the renewal terms. Commencement date is planned to coincide with the start of the City's next fiscal year on October 1, 2014.

BID DELIVERY: Submit **one (1) signed and unbound original** Bid packet, with all required attachments, by the closing date and time. Deliver Bids to: Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For questions regarding bid delivery contact the purchasing office at 386-676-3223.

TECHNICAL QUESTIONS: Submit all technical questions regarding this Bid to the City's Landscape Architect, Paul MacDonald, by telephone (386) 676-3296 or by e-mail, paul.macdonald@ormondbeach.org.

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

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

BIDS TO BE IN EFFECT: Each Bid shall state that it is valid for a period of not less than one hundred and twenty (120) days from date of receipt.

BID FORM: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. This proof of insurance will be required prior to commencement of any **on-site** work.

DEFINITION OF TERMS: For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City - the City of Ormond Beach, a Florida municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.

City Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

Contractor - the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.

Debris - all material normally removed after maintenance or installation, such as sand, glass, paper, cans, trimmings, etc.; it does not include larger items such as large stones, wood, cable, etc.

Director - the Leisure Service Director, or his/her designee.

Erosion - the group of natural processes, including weathering, dissolution, abrasion, corrosion, and transportation, by which material is worn away from the earth's surface.

Fertilizer - anything added to the soil to maintain or increase its fertility. Fertilizers may be organic, that is derived from once-living matter, as are manure, compost, and bone meal; or inorganic (artificial), such as soleplate or ammonia or superphosphate, which are prepared in chemical factories.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Herbicide - a substance that kills plants or inhibits their growth. Nonselective herbicides, generally toxic, are used to clear all plants from a broad area; selective herbicides attack weeds without permanently harming ornamental plants.

Irrigation System - the supply of water to turf grass by an automatic sprinkler system.

Logbook - an official record book with daily entries of project status, pertaining to plant condition, fertilization, herbicide, pesticides, and irrigation repairs.

Pesticide - A chemical substance used to destroy or inhibit the lifecycle of non-beneficial insects or diseases causing pathogens.

Supervision - the act, process, or function of supervising.

Surety - the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.

SCOPE OF WORK AND SPECIFICATIONS – BASE BID ITEMS:

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School.

The proposed contractor will be responsible to maintain and properly care for approximately 71 acres of Bermuda grass. The Contractor shall assume all responsibility for mowing, edging, general clean up, fertilization and pest/fungal/weed control applications to keep the Bermuda sod healthy.

This written scope of services represents the minimum standards required. The ultimate responsibility of the Contractor is to provide Bermuda grass that is at all times attractive and uniformly manicured, which will reflect favorably upon the City and the Contractor.

BERMUDA GRASS MAINTENANCE

1. Ormond Beach Sports Complex – 56 Acres
2. Nova Community Park – 10 Acres
3. South Ormond Neighborhood Center – 2 Acres
4. Ormond Beach Middle School – 3 Acres (Jessica Lunsford Act compliance required)

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Mowing: All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1 ¼". The contractor shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings. The contractor will not be allowed to mow when the field is saturated, or the grass is too wet for proper distribution of cuttings. Mowing directions shall be alternated in different directions after each cycle mow. Contractor will be responsible for removing all litter and debris from all Bermuda grass areas prior to each mowing to prevent the scattering of foreign material on the playing surface. Contractor will be responsible for moving any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing, and for replacing those moved objects when mowing the area is completed.

March through October: All Bermuda grass shall be mowed three (3) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

November through February: All Bermuda grass shall be mowed two (2) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

Edging: All Bermuda grass adjacent to paved surfaces, sidewalks, landscape beds and/ or tree ring shall be edged with a blade edger in order to maintain a clean, crisp and consistent edge line and prevent encroachment. Edging shall occur with every mowing.

Clean up: All excessive grass trimmings and clippings will be collected and removed. All sidewalks will be blown off in order to remove all debris generated during the performance of the contract.

Any damage caused by the above maintenance activities (including the irrigation system), shall be repaired by the contractor at no additional cost to the City

Fertilization, Pest and Weed Control: The contractor will be responsible to apply fertilizer, insecticides, and herbicides to ensure the Bermuda grass is healthy, pest and weed free at all times. The chemicals used shall be applied only in accordance with the manufacturer's instructions. All products are to be applied in such a manner as to insure public safety. The vendor shall adhere to the rules and regulations of the State Board of Health and other local and federal regulations. The contractor shall be responsible for any damages caused by its spraying or broadcasting.

All applicators shall have a State licensed, certified operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

The contractor shall provide the City Representative with all product MSDS sheets prior to applications. The contractor shall provide a written schedule for staff approval. One approval is granted, the contractor shall provide (24) hour advance notice of their intent to start applications. Signs must be posted after each application identifying the chemicals applied.

Late February or Early March: 15-0-15 50% slow release with 1% Ronstar

60 Days after 1st application: 15-0-15 50% slow release with 1% Ronstar

May: Chipco Choice Slit injection for Mole Crickets

June: 15-0-15

August or September: 15-0-15 50% slow release with 1% Ronstar

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

November or December: Blue Tag Winter Rye overseeding (Alternate Bid Item)
December: 15-0-15

AS REQUIRED:

21-0-0, 0-0-62, 6-2-0 Milorganite, Limestone

Herbicides: Q-4, Sencor, Revolver, Speedzone Southern, Certainty

Insecticides: CrossCheck (Bifenthrin), Seven, Advion,

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

SCOPE OF WORK AND SPECIFICATIONS – ALTERNATE BID ITEMS:

IRRIGATION MAINTENANCE

The contractor shall be fully responsible to operate, maintain and adjust the run times of the irrigation controllers to ensure proper watering of all Bermuda grass. The contractor shall be responsible to maintain the entire irrigation system after the pump, backflow or curb stop and after the service panel.

Prior to the commencement of the maintenance program, the contractor shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City. The contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

The contractor shall run every irrigation zone valve twice per month to evaluate each zone for required repair. All repairs shall be made by utilizing the same manufacturer unless otherwise approved by the City. The contractor shall be required to make all repairs within a 24 hour period. Any form of damage to the irrigation system must be reported to the City Representative immediately upon discovery. The contractor will be responsible to document all materials and labor hours required to operate and maintain the irrigation systems.

OVERSEEDING TURF

The Contractor shall over seed all Bermuda grass a minimum of one (1X) time per year, starting in November or December, as approved by the City Representative with Blue Tag Winter Rye. Spread Winter Rye seed at a minimum rate of one (1) LB per thousand feet, spread in both directions to provide uniform coverage.

CORE AERATION /SPIKING OF TURF

The contractor shall core aerate the Bermuda grass a minimum of two (2X) times per year. Core aeration must be done in both directions to provide uniform coverage.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

VERTICAL MOWING

The contractor shall vertical mow the Bermuda grass one (1x) time per year from April to September, in one direction to control mat and thatch build up.

TOP DRESSING

The Contractor shall topdress the Bermuda grass with a 1/8 inch layer of sterile 50/50 premium sand to fill in voids that occur from use of the fields. The City Representative must approve the topdressing material prior to installation. Golf Specialties Inc. is a preferred material supplier (800) 340-8337

TURF RESTORATION

The Contractor shall be responsible for repairing the Bermuda grass by patching small damaged areas that occur during in season leagues to keep the field in optimum condition. The contractor shall remove the sod with the appropriate equipment (sod cutter or Koro), laser grade if necessary and install 419 Bermuda sod. The new sod must be properly rolled with an appropriate weight roller to level repair.

GENERAL MAINTENANCE TASKS

The contractor shall provide a sufficient number of supervised staff, seven (7) days a week, 365 days per year, to complete the maintenance duties as outlined below, or as directed by the City representative. The contractor is solely responsible to complete all tasks in a reasonable amount of time and/or to not disturb the scheduled use of the playing fields or facilities.

Soccer: Currently, we have 9 soccer fields. Each field may have up to 4 smaller soccer fields on each at the Sports Complex

- Initial layout/paint soccer fields for spring and fall seasons
- Paint soccer fields weekly throughout the spring and fall season
- Paint competitive soccer fields throughout the year
- Move soccer goals onto playing fields and sandbag daily
- Prepare soccer fields for games (i.e., install flags and move player benches)
- Inspect soccer nets and re-strap daily
- Remove/replace trash totes from soccer fields for contractor to empty three times per week
- Pickup loose trash on soccer fields daily
- Layout/paint soccer fields for annual tournaments
- Check fields for holes and fill with proper material daily

Football: Currently have 3 Multipurpose Fields at the Sports Complex

- Layout/paint lines and numbers for football field for all users
- Move bleachers into place as needed
- Install football field equipment for all games (i.e. pylons, yard markers, goal pads, player benches)
- Clean stadium bleachers for trash after each game day
- Put down protective carpets for games

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

- Remove protective carpets after games
- Clean press box as needed
- Layout and paint Rugby Fields as needed

Parking Lots/Common Areas:

- Pick up trash and debris daily
- Adjust parking curb stops as required
- Check signs
- Wash signs when needed

Playgrounds: Currently we have 2 Playgrounds at the Sports Complex

- Clean up trash daily
- Rake mulch under swings as needed
- Spread and rake sand in sand areas and sandbox as needed
- Blow sidewalks daily
- Empty trash receptacles into totes and place outside playground for contractor
- Check for loose and missing parts of playground apparatus
- Inspect pavers for proper location and reposition as required

Baseball: We currently have 4 Baseball Fields, 5 Batting Cages at the Sports Complex

- Prepare fields and clay for games and practices (i.e., lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Pick up trash daily
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Spread turface as required
- Apply crimson stone to warning tracks as needed
- Spray , remove weeds and edge warning tracks
- Repair fences and backstops as needed
- Inspect and prepare batting cages (i.e., level clay, lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Routinely check pitching mound height to see that it meets proper specifications
- Use backpack blower to eliminate accumulations of clay and turface along radius area weekly
- Inspect bleachers for safety routinely and hidden bee nests
- Provide total support required by Wendelstedt Umpire School
- Re-attach wind screens and batter's eye screens as needed
- Provide support for tournament user groups and organizations to prepare fields in between games
- Inspect and attach rail cap as needed

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

T-Ball: Currently have 4 T-Ball Fields at the Sports Complex

- Prepare clay for practices
- Pick up trash daily
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Properly edge and remove vegetation along edges of all base lines and radius
- Blow out dugouts
- Empty trash receptacles into totes and place outside fields for contractor three times per
- Repair fences and backstops as needed
- Inspect bleachers for safety routinely and hidden bee nests
- Spread turface as required
- Apply or spread clay in low areas as needed
- Clean parking lot as needed
- Inspect and attach rail cap as needed

Softball: Currently we have 5 Softball Fields, 1 Batting Cage at the Sports Complex

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Apply or spread clay in low areas as needed
- Pick up trash
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely including hidden bee nests
- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines

Nova Community Center Fields and Amenities: We have 5 Baseball Fields, 5 Batting Cages, 3 Pavilions, Magic Forest Playground, 4 Handball Courts, 5 Tennis Courts, 2 Basketball Courts, Skate Park, interior sidewalks

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash daily throughout the park
- Empty trash receptacles into totes and place outside fields for contractor three times per week

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely and hidden bee nests
- Prepare batting cages (i.e. lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Inspect and attach rail cap as needed
- Provide support for tournament user groups and organizations to prepare fields between games
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines
- Inspect and re-attach wind screens as needed
- Roll up windscreens for hurricane season
- Drop and tie windscreens after hurricane season
- Remove any graffiti found on equipment and facilities or repaint if needed
- Rake mulch under swings, slide etc.
- Wipe down picnic tables with cleaner
- Check for loose and missing parts of playground apparatus
- Check decking for trip hazards
- Clean signs
- Remove Downed limbs and branches
- Blow off pavilions, sidewalks, dugouts, parking lots, handball courts, tennis courts and skatepark.
- Replace tennis nets, center straps and basketball nets as needed.

South Ormond Neighborhood Center: Currently have 1 Softball Field, 1 Playground, 1 Basketball Court, 2 Tennis Courts, 2 Soccer Fields, interior sidewalks

- Prepare clay for practices
- Prepare field for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash throughout entire park
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove equipment placed on field by user groups to proper locations
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely, including bee nests

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Remove any graffiti found on equipment
- Rake mulch under swings, slide etc.
- Blow off pavilions, sidewalks, dugouts, parking lot and tennis courts
- Replace tennis nets, center straps and basketball nets as needed.
- Initial layout/paint soccer fields for spring and fall season
- Paint soccer fields weekly during spring and fall seasons

Osceola Elementary: Currently have 2 Softball Fields, 4 handball Courts, 2 Tennis Courts, 2 small Basketball Courts, 1 Pavilion

- Prepare clay for practices
- Prepare field for games and practices (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Repair fences and backstops as needed
- Set bases and pitching plates to proper requirements per age group
- Pick up trash
- Wipe down picnic tables with cleaner
- Remove and repaint graffiti on handball courts
- Replace basketball nets, tennis nets and center straps as needed.
- Blow off pavilions, handball, tennis courts

Ormond Beach Middle School: Currently have 1 Football Field, 1 large Multipurpose Field used for Football Practice

- Pick up trash
- Layout/paint lines for football field practices weekly during the season

Other Duties as needed:

- Delivery, setup and removal of bleachers to various locations throughout the city for special events and activities
- Supply support staff for 4th of July Celebration
- Supply support staff for Christmas Parade
- Assistance with City Wide emergencies
- Hurricane preparation for all sports complexes

ADDITIONAL CONTRACT REQUIREMENTS :

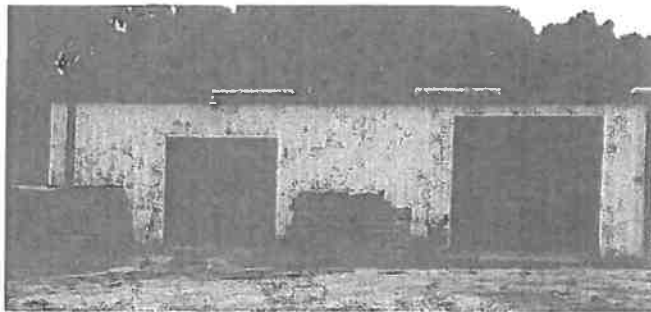
EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its Contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The Contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties under this Contract and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and in such condition that oil and gasoline are not leaked.

EQUIPMENT STORAGE: The Contractor will be allowed to use half of an existing storage building located at the Ormond Beach Sports Complex. The space is approximately 50' x 50'. If alternate #8 and #9 is awarded, the contractor will be allowed to use the entire building. The Contractor will not be required to pay the City to use the building or pay any monthly utility cost.



EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage caused by such fuel or oil spills shall be corrected within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to City Representative. Contractor shall update schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:30 A.M. to 6:30 P.M. Monday through Friday, (unless otherwise approved in writing by the City Representative).

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all Bermuda grass that is vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of Bermuda grass is due to improper maintenance or irrigation, the Contractor will be responsible for replacing the Bermuda grass at the Contractor's sole expense. City shall be notified of Bermuda grass areas in distress. These grass areas need to be evaluated for plan of action and monitored by Contractor.

SAFETY CONSIDERATIONS: The Contractor is responsible for being in compliance with all OSHA rules and regulations at all times.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup efforts of the Bermuda grass. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City Representative, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City Representative. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

QUALITY OF SERVICE: The direction and supervision of athletic field maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City. In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor and their employees must comply with all City regulations. The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City Representative. Contractor will notify the City Representative (via fax, e-mail, text, or in person) when the specified scheduled services are fully completed. This is to allow the City Representative to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City Representative as required to accomplish the City's objectives. All meetings with the City will be at no charge. **A weekly progress meeting is a requirement of this bid.**

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with the City Representative.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SUBCONTRACTOR: The Contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the Contractor obtains prior written approval from the City Representative or is approved during the bid process.

Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

VACATION: Contractor shall not be allowed vacation time as part of this contract.

AWARD: The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

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

TAXES: The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions. It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days of receipt, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices to the CITY's Facilities Maintenance Manager, Public Works Department, 501 N. Orchard Street, Ormond Beach, FL 32174. Due to such occurrences if the work scheduled is unable to be performed or cancelled, no payments will be let for service(s) not rendered.

TERMINATION OF AGREEMENT: If the Contractor fails to perform the conditions of the agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the agreement. Termination or cancellation of the agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the agreement without cause with a forty-five (45) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

This Agreement may not be terminated by the Contractor.

SELECTION OF CONTRACTOR, SUBMITTALS AND BID SCHEDULE

PROFESSIONAL QUALIFICATION: Any firm or individual licensed and bonded to perform the landscape maintenance work, having demonstrable professional experience in the project category for a minimum of 10 years and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Bid. References will be verified and past performance must be found acceptable by City staff.

INFORMATION TO BE SUBMITTED: The Bid package shall consist of the following:

1. One (1) complete original BID including Bid (ITB) form, Addendum Acknowledgement and completed fee schedule.
2. Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

3. One (1) original letter of interest.
4. Philosophy and general project approach of the firm or individual.
5. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.
6. Provide financial information (Balance Sheet and Income Statement) for 2011, 2012, and 2013.
7. Past Experience - Similar contracts. List projects which are similar in scope and size that the proposed firm or individual has been awarded within the past five (5) years including:
 - a) Contract name
 - b) Address
 - c) A brief description of the work
 - d) Contract amount
 - e) Duration
 - f) Name of contact with telephone number
8. List of equipment the bidder possesses.
9. Copy of firm's current Operational Business License renewal.
10. Copy of firm's insurance certificates.
11. Conflict, Non-Conflict of Interest Statement and Litigation Statement
A list of all lawsuits that the bidder has been a party to in the past five (5) years
12. Drug Free Workplace Certificate

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to complete all Work as specified or indicated in the Contract Documents for the Contract Price as indicated in this Bid Proposal and in full accordance with all requirements as set forth in the Contract Documents.

(a) The Contract Documents, which set forth the terms and conditions of the Agreement, are comprised of the signed Quotation, with all related attachments and addendum (if any), any documentation accompanying the Quote, any post-quotation documentation submitted prior to the Notice of Award, the Certificate of Insurance, the Bonds (when required), the Project Specifications and/or Drawings, and any other exhibits identified in the Agreement, together with any modifications issued after the execution of the Agreement.

(b) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by the OWNER to the CONTRACTOR for performing the Work.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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

HOLD HARMLESS: The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged):

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>May 15, 2014</u>	<u>No. 1</u>
<u>June 2, 2014</u>	<u>No. 2</u>

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

- (c) BIDDER accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will submit the Contract security bonds (when required) and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

- (e) BIDDER will complete the Work for the following price(s):

Page 21 of 34R

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Part 1 - Base Bid Schedule

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

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Bid Price</u>
1.	Ormond Beach Sport Complex	56	Acres	\$ 5,815.00 Per Acre	\$ 325,640.00
2.	Nova Community Park	10	Acres	\$ 5,815.00 Per Acre	\$ 58,150.00
3.	South Ormond Neighbor Center	2	Acres	\$ 5,815.00 Per Acre	\$ 11,630.00
4.	Ormond Beach Middle School	3	Acres	\$ 5,815.00 Per Acre	\$ 17,445.00
TOTAL BASE BID					\$ 412,865.00 (Figures)

Four Hundred Twelve Thousand Eight Hundred Sixty Five Dollars and Zero Cents
(Words)

Part 2 – Additive Alternate – Amount to be added to the total Base Bid.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Bid Price</u>
1.	Irrigation Maintenance (Labor Cost)	1,000	Man Hrs @	\$ 38.00 Per Man Hr	\$ 38,000.00
2.	Irrigation Maintenance (Material Allowance)	\$7,500	Times	% 20 Equals Markup	\$ 9,000.00
3.	Over-Seeding	71	Acres	\$ 476.00	\$ 33,796.00
4.	Core Aeration	71	Acres	\$ 97.40	\$ 6,915.40
5.	Vertical Mowing	71	Acres	\$ 73.10	\$ 5,190.10
6.	Top Dressing	2,530	Tons	\$ 40.50	\$ 102,465.00
7.	Turf Restoration (3 Pallet Minimum)	100,000	SF	\$.58	\$ 58,000.00
8.	General Maintenance Tasks (Labor Cost)	12,000	Man Hrs @	\$ 29.25 Per Man Hr	\$ 351,000.00
9.	General Maintenance Tasks (Material Allowance)	\$77,000	Times	% 20 Equals Markup	\$ 92,400.00

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Part 3 – City Used Equipment Purchase Option (this will not affect bid award/contract amount)

The City currently owns equipment which is available for purchase by the Contractor who is awarded this Athletic Field Maintenance Service contract. If interested in potential purchase, Bidders may provide a purchase price for any/all of the City owned equipment listed below. Upon contract award, if the price(s) submitted in the Contractor's bid response are acceptable to the City, they will be deducted from the Base Bid for the first year of the contract only (10/1/14-9/30/15).

	Quantity	Unit	Bid Price
1. 1990 Jacobson F-10, 6,335 Hours New reels installed January, 2014	1	Each	\$ 5,155.00
2. 2010 Toro 7 Reel, 653 Hours	1	Each	\$ 20,520.00
3. 2012 Toro 3 Reel, 358 Hours	1	Each	\$ 12,900.00
4. 2011 Toro 3 Reel, 473 Hours	1	Each	\$ 12,000.00
5. 2000 Turfco CR10 Top Dresser	1	Each	\$ 6,300.00
6. 2013 Vicon Fertilizer Spreader	1	Each	\$ 900.00
7. 2012 Toro Cart 123 Hours with 2013 Toro Sprayer	1	Each	\$ 13,400.00
8. 2013 Toro Top Dresser	1	Each	\$ 10,250.00
9. 1988 Aerator	1	Each	\$ 750.00
10. 1998 Verticutter	1	Each	\$ 3,800.00
11. 1991 Ford Tractor, approx. 804 Hours Pulls verticutter and spreader	1	Each	\$ 4,660.00
12. 2013 McClane reel push mower	1	Each	\$ 550.00
13. 2005 John Deere 3225C Reel Mower With approx. 2,470 Hours	1	Each	\$ 7,510.00
14. 2009 Toro Sandpro 2,042 Hours	1	Each	\$ 6,300.00
15. 2013 Toro Cart, 1,356 Hours	1	Each	\$ 10,485.00
16. 1991 Ford Tractor 2,402 Hours	1	Each	\$ 2,875.00
17. 2011 Toro Z Turn 1,131 Hours	1	Each	\$ 4,880.00

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

18. 2009 John Deere Z Turn 1,161 Hours	1	Each	\$ 3,400.00
19. 2011 Toro Sandpro 1,473 Hours	1	Each	\$ 6,800.00
20. 1999 Toro Sandpro Hours Unknown	1	Each	\$ 5,500.00
21. 2007 Smithco Drag Machine 1,366 Hours	1	Each	\$ 3,260.00
22. 2012 Generator 10 Hours	1	Each	\$ 300.00
23. 2006 Toro Cart 2,968 Hours	1	Each	\$ 2,470.00
24. 2007 John Deere Cart 3,525 Hours	1	Each	\$ 1,450.00
25. 1991 Ford Bucket Tractor 1,891 Hours	1	Each	\$ 6,160.00
26. 2010 Golf Cart Hours Unknown	1	Each	\$ 750.00
27. 2004 Line Laser	1	Each	\$ 5,500.00
28. 2006 Line Laser	1	Each	\$ 6,300.00
29. 2002 Agrimental Blower Hours Unknown	1	Each	\$ 1,500.00

* To provide the City of Ormond Beach with Bermuda Grass that is healthy and attractive at all times,
Austin Outdoor recommends three (3) applications of 21-0-0 at 207 lbs./Acre.
Total: 14,697 lbs./Application = 44,091 lbs. Cost = \$21,405.00

BID BOND

Page 843 of 2279



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16th day of October, 2013

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 16th day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation and the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the Resolutions thereof.

Patricia C. Taber

Notary Public

My commission expires: May 31, 2016

CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 29 day of May, 2014

By:

Name: Ryan Field, Assistant Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

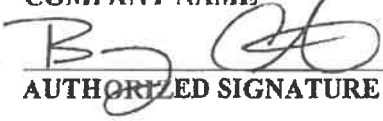
CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

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

Austin Outdoor, LLC

COMPANY NAME


AUTHORIZED SIGNATURE

Barry Critcher

NAME (PRINT OR TYPE)

Business Development Manager

TITLE

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

DRUG-FREE WORKPLACE CERTIFICATION

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

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

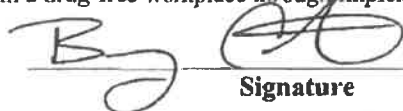
Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

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

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

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

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



Signature

Barry Critcher
Print Name

Business Development Manager
Title

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

LOCAL VENDOR PREFERENCE

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Contractor Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

\$3,000,001 & over 20% of the Value of the Contract
[Minimum \$1 Million Each
Occurrence/\$2 Million General Aggregate]

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

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

C. Requirements for Certificates of Insurance

- (a) With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten_(10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

D. Policies of Insurance

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

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

City Registration Requirements

VENDOR/CONTRACTOR doing business within the City Limits must be Registered.

Requirements for registering a business are as follows:

State Certified Contractors – Register with Volusia County Contractor Licensing

OR provide the City with:

- Copy of Business Tax Receipt (in the City where your business is located)
- Copy of State License
- Certificate of Insurance showing General Liability and Workers' Compensation

State Registered Contractors - Must go through Volusia County Contractor Licensing

For more information, contact the City's Permit Manager

Phone: (386) 676-3234
btonline@ormondbeach.org

END OF BID



**City of
Ormond
Beach**

***Proposal for
Athletic Field
Maintenance
Services***

June 2014



June 12, 2014

Purchasing Coordinator
City of Ormond Beach, City Hall
22 South Beach Street
Ormond Beach, FL 32174

Re: Proposal for Athletic Field Maintenance Service (ITB-2014-15)

I am pleased to submit Austin Outdoor's proposal for Athletic Field Maintenance Service for ITB-2014-15. Our full-service approach to maintaining the **City of Ormond Beach's** Athletic Fields, from irrigation monitoring to fertilization applications, are all coordinated to deliver the same high level of quality that Austin Outdoor is proud to produce for the **City of Ormond Beach's** Facilities, Parks and Right of Way since 2012.

As you review our proposal, you'll notice that quality, integrity and detailed planning have helped us build strong relationships and maintain nationally award-winning properties for our clients. We promise to serve our clients effectively by providing:

Crystal-Clear Communication

You want to know what's going on, and our people, systems and policies put communication first.

Proactive Attitudes

Procedures, checklists and training all focus on making sure you don't have to manage our work.

Quality Work

Our experienced staff and integrated approach allow us to find unique solutions to meet your needs.

Please find enclosed:

- Philosophy and Project Approach
- Organizational Chart, with Resumes of the Austin Outdoor Team
- Financial Information for 2011, 2012, 2013
- Past Experience and Similar Projects
- Equipment List
- Insurance Certificates
- Conflict, Non-Conflict of Interest Statement, & Litigation Statement
- Drug Free Workplace Certificate

We certify that the proposal and fee schedule for Athletic Field Maintenance Service (ITB-2014-15) will remain in effect for 120 days after the due date. Thank you for the opportunity to further our mission to *create premier properties and build lasting relationships* with the **City of Ormond Beach**.

Best Regards,


Barry Critcher

www.austinouther.net

EAST CENTRAL FLORIDA

3235 North State Street
Bunnell, FL 32110
386.437.6211

NORTHEAST FLORIDA

6926 Phillips Pkwy Drive South
Jacksonville, FL 32256
904.268.2626

CENTRAL FLORIDA

8011 Osceola Polk Line Rd
Davenport, FL 33896
407.396.0529

SOUTHEAST FLORIDA

2665 SW Domina Road
Port St. Lucie, FL 34953
772.344.2300

Mailing Address

PO Box 849
Bunnell, FL 32110
386.437.5143 Fax



Company Overview

Company Overview

Locations, History, Services & Approach



Local Location

Headquarters/Palm Coast Office

3235 N. State Street • Bunnell, FL 32110

386.437.6211 ph • 386.437.5143 fax

Other Locations Include

Jacksonville, Florida

Port St. Lucie, Florida

West Palm Beach, Florida

Orlando, Florida

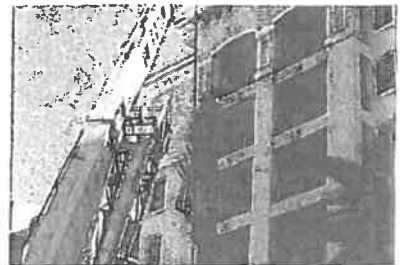
Tampa, Florida

Sarasota, Florida

Atlanta, Georgia

Savannah, Georgia

Charleston, South Carolina



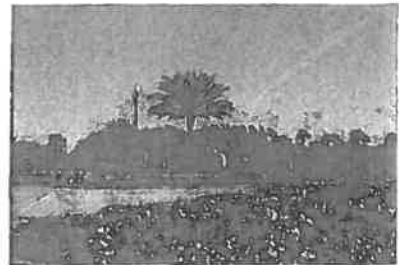
Total Number of Employees

800

Overview

How It All Began

Austin Outdoor was established in 1994 and has since developed a solid reputation as leading landscape professionals. It all began with a single location here in Flagler County and has grown to now include locations across Florida, Georgia, and South Carolina. Each location enables us to manage and enhance a variety of complex landscapes.



Services Offered

Our three distinct landscape divisions – **Landscape Design**, **Landscape Installation** and **Landscape Management** – are equipped to handle a wide variety of projects, including streetscapes, planned communities, condominiums, golf clubs, office complexes, retail establishments and resorts. Our company has the ability to handle all aspects of projects from concept to completion.

Approach

Austin Outdoor takes a client-centric, proactive approach when it comes to landscaping. We partner with our clients to fulfill all your landscape needs while providing sustainable landscapes, according to Best Management Practices.

MISSION STATEMENT

Austin Outdoor is a horticultural organization dedicated to creating, building and maintaining sustainable landscapes. Through our knowledgeable professionals and innovative approach, we provide a wide range of services that enhance client's investments and improve the quality of life.

Our Core

Delivering Our Service Promise



People

At Austin Outdoor, our people make the difference. That's why we go to great lengths to recruit and develop inspired people. Austin Outdoor has over 800 employees.

Vision Statement

Relentless dedication to our Strategic Principle of "Creating premier properties. *Building lasting relationships.*" generates Lasting Value for clients and makes us their company of choice.

Brand Promise

Austin Outdoor is your premier landscaping partner. We will deliver absolutely superior work and treat you as a truly valued client. You can relax because our highly professional team will be extremely responsive to all of your needs, while ensuring that your investment is protected and your property looks great. We will provide a single point of contact offering services from concept to completion. We offer innovative design, years of experience, a full cadre of resources, and an honest passion for creating breathtaking landscapes that are sustainable, showcase the beauty of nature and truly add to the quality of life.

Austin Absolutes

Attitude—Focus on the positive, on what you can do, and not what you can't.

Understanding—Listen, communicate and deliver.

Surpass All Expectations—Meeting expectations is expected; surpassing them will set us apart.

Trust—Trust has to start somewhere. Let it start with you.

Initiative—Own it, really!

Never be Satisfied—Excellence is a journey, not a destination.



AUSTIN ABSOLUTES

The Austin Absolutes were created by our Customer Service Excellence Teams and are the key customer service beliefs, promises and standards that each and every employee of Austin Outdoor must passionately commit to delivering, every single day, for every single client. The Austin Absolutes are based on direct client feedback and the observations of field and business development management.

Exceeding Expectations

By Listening to Our Client's Voice



Each year our clients are asked to spend a few moments responding to a brief online survey and tell us how we are performing in our mission to create premier properties and build lasting relationships.

The survey asks that each client rank Austin Outdoor in the following categories:

- Quality of Work*
- Ability to Meet Expectations*
- Responsiveness to Individual Needs*
- Clarity of Information*
- Level of Respect for You*
- Overall Satisfaction*

It concludes with the simple question:

Would you recommend Austin Outdoor to others?

2014's survey responses are summarized here:

Category	% Positive
Quality of Work	94.8%
Ability to Meet Expectations	93.4%
Responsiveness to Individual Needs	95.1%
Clarity of Information	95.1%
Level of Respect for You	100%
Overall Satisfaction	94.1%
Would Recommend Austin Outdoor	93.9%



Industry Recognition

For Our Premier Properties



PLANET Decade Award

Ocean Hammock; *Palm Coast, Florida; 2010*

PLANET Grand Award

Waldorf Astoria & Hilton of Bonnet Creek; *Orlando, Florida; 2012*

Pinnacle at Symphony Place; *Nashville, Tennessee; 2011*

Bella Collina Clubhouse; *Monteverde, Florida; 2010*

Alfred I. duPont Trust Building; *Jacksonville, Florida; 2009*

Ginn Residence; *Palm Coast, Florida; 2009*

Ocean Hammock; *Palm Coast, Florida; 2009*

The Club at Hammock Beach; *Palm Coast, Florida; 2008*

The Tesoro Clubhouse; *Port St. Lucie, Florida; 2008*

Bella Collina; *Montverde, Florida; 2007*

PLANET Merit Award

AAA National Headquarters; *Lake Mary, FL; 2013*

Technology Park Atlanta; *Peachtree Corners, Georgia; 2013*

Boeing 787 Assembly Plant; *Charleston, South Carolina; 2012*

Grand Haven CDD; *Palm Coast, Florida; 2011*

Yacht Harbor Village; *Palm Coast, Florida; 2011*

Fleming Island Plantation; *Orange Park, Florida; 2010*

Reunion Resort & Club; *Reunion, Florida; 2007*

The Wetbar; *Atlanta, Georgia; 2005*

ABC Award of Excellence

Jim W. Henderson Center; *Daytona Beach, Florida; 2013*

The Pavilion; *Port Orange, Florida; 2012*

Alfred I. duPont Trust Building; *Jacksonville, Florida; 2011*

FNGLA Award of Excellence

Bella Collina Clubhouse; *Montverde, Florida; 2010*

Ocean Hammock; *Palm Coast, Florida; 2009*

Alfred I. duPont Building - Installation; *Jacksonville, Florida; 2009*

The Club at Hammock Beach; *Palm Coast, Florida; 2008*

The Tesoro Club; *Port St. Lucie, Florida; 2008*

The Tesoro Clubhouse - Installation; *Port St. Lucie, Florida; 2008*

Reunion Resort & Club; *Reunion, Florida; 2007*

FNGLA Floriculture Award

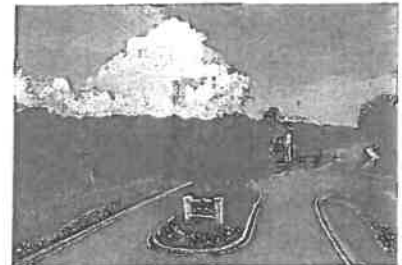
The Tesoro Club; *Port St. Lucie, Florida; 2008*

Reunion Resort & Club; *Reunion, Florida; 2007*

MALTA Merit Award

The Wetbar; *Atlanta, Georgia; 2005*

Johns Creek Medical; *Atlanta, Georgia; 2005*



PROFESSIONAL LANDSCAPE NETWORK (PLANET)

National trade association representing more than 100,000 landscape industry professionals.

ASSOCIATED BUILDERS & CONTRACTORS (ABC)

National association that advances the construction industry.

FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION (FNGLA)

Florida's leading green industry trade organization.

METRO ATLANTA LANDSCAPE & TURF ASSOCIATION (MALTA)

Metro Atlanta and Georgia's premier landscape organization.

Austin Outdoor, LLC and Subsidiaries

**Consolidated Balance Sheet
March 31, 2014**

ASSETS	2014	2013	2012
Current assets:			
Cash	\$ 73,633	\$ 87,575	\$ (152,815)
Accounts receivable:			
Trade, net	5,023,818	4,853,407	3,014,125
Other	112,714	76,665	165,212
Prepaid expenses and other	1,040,259	400,705	320,241
Inventories	360,363	260,264	315,868
Costs and estimated earnings in excess of billings on uncompleted contracts	330,690	39,036	34,763
Total current assets	6,941,477	5,717,652	3,697,394
Property and equipment, net	4,315,368	5,054,010	4,563,979
Other long term assets	-	-	-
Debt issuance costs, net	-	156,117	50,744
Due from parent	27,353,560	22,229,940	27,217,189
Identifiable intangible assets, net	7,615,266	9,427,522	10,123,696
Goodwill	11,336,695	11,517,897	9,350,383
Total assets	\$ 57,562,366	\$ 54,103,138	\$ 55,003,385
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Current portion, installment and subordinated notes payable	\$ 1,701,000	\$ 1,529,223	\$ 5,218,558
Accounts payable, trade	2,420,876	3,016,147	2,496,917
Accrued compensation and payroll taxes	1,116,559	1,178,464	642,150
Other accrued expenses and payables	1,263,183	227,626	292,830
Deferred revenue	-	197,753	177,834
Billings in excess of costs and estimated earnings on uncompleted contracts	175,332	53,618	24,744
Payable to seller	450,000	966,258	1,310,000
Total current liabilities	7,126,950	7,169,089	10,163,033
Subordinated notes payable	30,000,000	29,718,138	22,644,266
Installment notes payable, less current portion	5,950,000	861,833	866,717
Revolving line of credit	350,000	3,491,018	1,925,000
Payable to seller	-	-	500,000
Total liabilities	43,076,950	41,240,078	36,099,016
Commitments and contingencies	-	-	-
Stockholders' equity:			
Common Equity	28,199,478	28,199,478	16,554,577
Accumulated deficit	(13,714,062)	(15,336,418)	2,349,792
Total stockholders' equity	14,485,416	12,863,060	18,904,369
Total liabilities and stockholders' equity	\$ 57,562,366	\$ 54,103,138	\$ 55,003,385

Austin Outdoor, LLC and Subsidiaries

Consolidated Statements of Operations
For the Fiscal Years Ended March 31, 2012 to 2014

	2014	2013	2012
Sales	\$ 56,400,006	\$ 55,446,087	\$ 28,530,740
Cost of sales	45,106,273	43,877,705	21,997,110
Gross profit	11,293,733	11,568,382	6,533,630
Operating expenses:			
General and administrative	7,401,081	8,085,000	4,621,719
Total operating expenses	7,401,081	8,085,000	4,621,719
Net income from operations	3,892,652	3,483,382	1,911,911
Other income (expense):			
Amortization of identifiable intangible assets	(1,812,231)	(1,845,480)	(1,070,692)
Interest expense	(533,166)	(905,901)	(646,129)
Gain on disposal of assets	75,101	17,458	(1,377)
Total other expense	(2,270,296)	(2,733,923)	(1,718,198)
Net income before income tax expense	1,622,356	749,459	193,713
Income tax expense (benefit)	-	-	(725,039)
Net income	\$ 1,622,356	\$ 749,459	\$ 918,752

Fleet & Equipment

Throughout Austin Outdoor's Facilities



Available Fleet/Equipment	Quantity
Mowers (Various Sizes)	250+
Pick-Up Trucks	70+
Irrigation Trucks	20+
Super Lawn Trucks	15+
Water Trucks	2
Other Various Trucks (Including 2 Semi-Trucks)	50+
Miscellaneous Motorized Carts	100+
Various Caterpillar Equipment	30+



NOTE OF INTEREST

Austin Outdoor takes great care when maintaining its fleet and equipment. It ensures all equipment has regularly scheduled preventative maintenance and care.



Approach

The City of Ormond Beach

Athletic Field Maintenance

Approach to Scope of Services



The following is an explanation of Austin Outdoor's approach to providing turfgrass management services for the City of Ormond Beach's Athletic Field Maintenance:

I. TURFGRASS MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing

- a. All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1 ¼". **Austin Outdoor** shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings.
- b. Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- c. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- d. **Austin Outdoor** will move any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing and will replace those moved objects when mowing of the area is complete.

2. Edging & Trimming

- a. **Austin Outdoor** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
- e. "Hard" edging, "Soft" edging and string trimming shall be performed in conjunction with turf mowing operations.
- f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

3. Debris Removal

- a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of **Austin Outdoor**, at no additional expense to the **City of Ormond Beach**.

4. Fertilizer

- a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
- b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
- c. Please see *Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service* attached.

Approach

Page 2



5. Insect, Disease, and Weed Control

- a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Austin Outdoor**.
- b. All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- c. **Austin Outdoor** must possess and maintain an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.
- d. Access to a water source on the **City of Ormond Beach**'s property must be provided for use in spray applications.

B. Irrigation (*contingent upon addition to the scope of services*)

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Austin Outdoor** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach**. In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Austin Outdoor** will immediately make the necessary repairs and then contact the **City of Ormond Beach**.

II. ADDITIONAL SERVICES

- A. **Austin Outdoor** will provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements over and above the Contract Performance Specifications at an additional charge with written approval from an authorized management representative of the **City of Ormond Beach**.

III. PERSONNEL

- A. **Austin Outdoor** will provide all labor, transportation and supervision necessary to perform the work described herein.
- B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- C. Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law.
- D. **Austin Outdoor** recognizes that its personnel are perceived as representatives of the **City of Ormond Beach** while on the **City of Ormond Beach**'s property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
- E. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach**.
- F. **Austin Outdoor** may utilize qualified subcontractors at any time during the agreement period (e.g. palm pruning, mulch, and irrigation).
- G. All work performed by **Austin Outdoor** will be coordinated with the **City of Ormond Beach** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

Approach

Page 3



IV. AUSTIN OUTDOOR'S VEHICLES AND EQUIPMENT

- A. **Austin Outdoor** service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- B. All **Austin Outdoor** vehicles must operate in a safe and courteous manner while on the **City of Ormond Beach's** property. Pedestrians have the right-of-way, and service vehicles are expected to yield.
- C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- D. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

V. ADDITIONAL PROVISIONS

- A. Property inspections will be conducted regularly by an authorized **Austin Outdoor** representative. **Austin Outdoor** will document and correct any turfgrass issues or deficiencies immediately and provide a status update for work requiring a longer period to accomplish.
- B. **Austin Outdoor** will provide the **City of Ormond Beach** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service



In accordance with our industry's Best Management Practices, we propose the following chemical program for your Athletic Fields:

Round 1

Application Period: March 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 2

Application Period: May 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 3

Application Period: May
Product: Chipco Choice Slit Injection

Round 4

Application Period: June 15th
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 5 - AUSTIN OUTDOOR RECOMMENDS

Application Period: July
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 6

Application Period: August 15th
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 7 - AUSTIN OUTDOOR RECOMMENDS

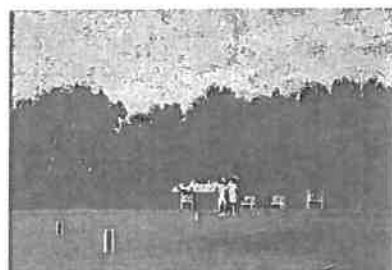
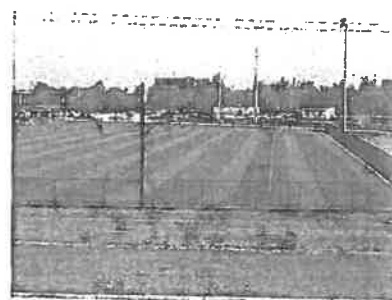
Application Period: September
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 8 - AUSTIN OUTDOOR RECOMMENDS

Application Period: October
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 9

Application Period: December
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre



TOTAL MATERIAL

15-0-15 with Ronstar	30,246 lbs
15-0-15	20,164 lbs
21-0-0	44,091 lbs

Fertilization and Chemicals

Professional, Responsible Solutions



Fertilization and chemicals are often times fundamental to the health of a landscape. Austin Outdoor's team of licensed and experienced professionals know the needed nutrients for your property and we apply them through environmentally sensitive practices.

Fertilization

Our fertilization programs are customized for each property. After all, each property has it's own set of specific needs and requirements. Having developed fertilization programs for golf courses, resorts, and athletic fields, our knowledge is extensive, and we apply what we've learned on every property we service.

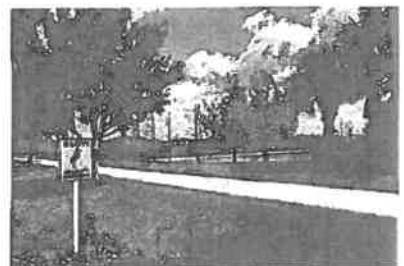
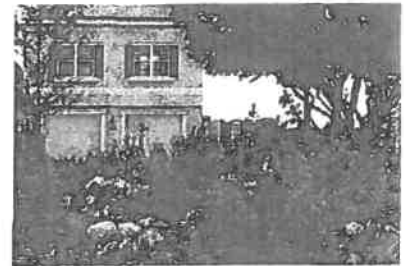
Chemicals

Pest management is often needed to protect your living assets. Ants and other bugs can sometimes destroy plant material quickly. Invasive weeds can crowd out healthy landscapes. Our pro-active team identifies problems and works to rid your landscape of harmful weeds and pests.

Sustainability

Protecting the environment is one of our top priorities. Our fertilization and chemical programs are built around minimizing our environmental footprint. Some of the ways we reduce our environmental impact are:

- Use slow-release fertilizers that minimize run-off
- Nutrient Management—we provide nutrient's based on the plant's need
- Follow State, County and City Best Management Practices to prevent pollution of water sources



Plan for Success

The Maintenance Service Transition



Prepared for **City of Ormond Beach - Athletic Field Maintenance Service**

30 Day Plan:

- ☐ Meet with the Director to review 30 – 60 – 90 Day Plan
- ☐ Review overall conditions of all Athletic Fields with Director
- ☐ Discuss upcoming special events, games, etc. and adjust schedule accordingly
- ☐ Take soil samples of all Athletic Fields
- ☐ Adjust turf treatments based on previous applications and soil test
- ☐ Immediately begin mowing the fields
- ☐ Identify any safety hazards and correct immediately
- ☐ Identify preventative maintenance measures and act upon immediately
- ☐ Identify and report any needed repairs to the facilities and grounds
- ☐ Identify areas for sodding
- ☐ Spot treat weeds in turf and in bed spaces
- ☐ Begin weed control program in infield, sidewalks, parking lots etc
- ☐ Complete an irrigation audit of the entire system
- ☐ Present irrigation deficiencies with plan for corrections
- ☐ Discuss any further areas of concern with the Director

60 Day Plan:

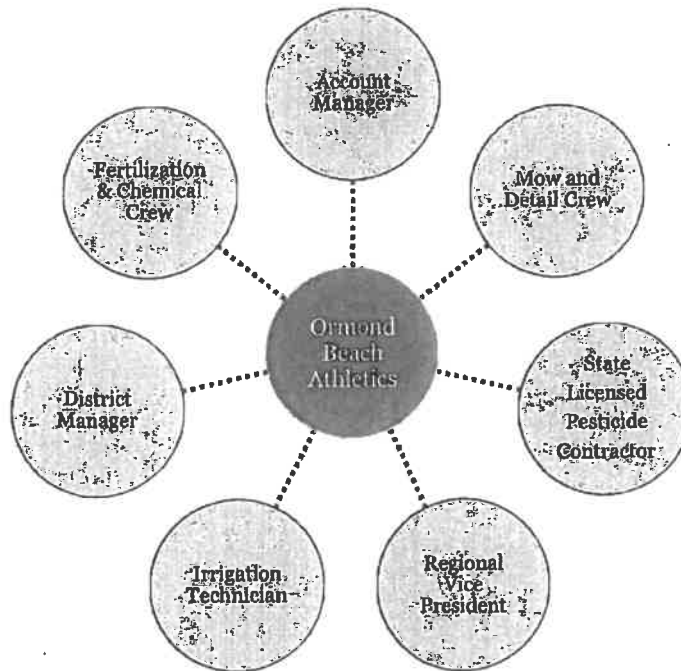
- ☐ Continue irrigation maintenance and inspections
- ☐ Continue all inspection as listed above
- ☐ Continue RoundUp applications throughout property
- ☐ All procedural maintenance to Athletic Fields
- ☐ Discuss options to improve "curb appeal" in high profile areas
- ☐ Walk Athletic Fields with Director to evaluate improvements

90 Day Plan:

- ☐ Continue irrigation maintenance/inspections
- ☐ Continue turf weed applications as needed
- ☐ Continue RoundUp applications throughout property
- ☐ Continue all procedural maintenance items
- ☐ Assess results from actions taken in 30 day and 60 day plans.
- ☐ Walk Athletic Fields with Director to evaluate improvements



Austin Outdoor Staffing



Account Manager:

The Account Manager represents the vital link between Austin Outdoor and your Athletic Fields. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your fields. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the District Manager and works closely with support service managers (Fertilization & Spray, Irrigation) in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations Activities
- ✓ Client Relations and Service
- ✓ Budgeting and Cost Tracking
- ✓ Quality Control
- ✓ Safety
- ✓ Training
- ✓ Employee Evaluation and Development
- ✓ Sustainable Practices

Mow and Detail Crew:

The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the Athletic Fields with our commercial equipment in accordance with the specifications of the contract. This includes mowing with reel or rotary mowers, depending on the turf type, blowing, vacuuming, edging and policing (trash pick up). They will fulfill all of the obligations set forth and directed by the Account Manager.

Austin Outdoor Staffing

Page 2

Irrigation Technician:

The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and District Manager.

State Licensed Pesticide Contractor:

This contractor will treat each of the Athletic Fields with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Fertilization & Chemical Crew:

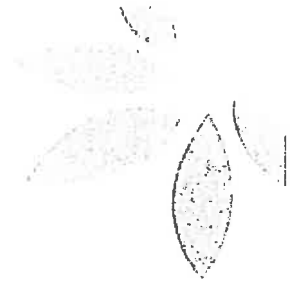
The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the fields' need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.

District Manager Oversight:

The District Manager is responsible for Austin Outdoor's landscape installation and management operations and personnel within the district. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The District Manager reports directly to the Regional Vice President, and works closely with the Executive Team, Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations
- ✓ All Landscape Management Practices
- ✓ All Landscape Construction Practices
- ✓ Client Relations and Service
- ✓ Quality Control
- ✓ Safety
- ✓ Training



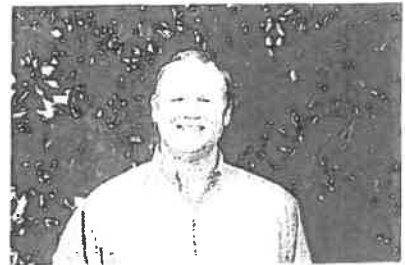
Personnel

Key Management

East Central Florida District



Name & Title	Years of Related Experience
Brian Martin Regional Vice President	24 years
Paul LaMontaine District Manager	34 years
Barry Critcher Business Development Manager	20 years
Ryan Smith Account Manager	9 years
Christopher Rodriguez Fertilization Specialist	8 years
Jack Zemball Pest Management Specialist	18 years
TOTAL	113 years



PICTURED

Brian Martin, Paul LaMontaine, and
Barry Critcher

Your Service Team

Overseeing Your Premier Property



To oversee the delivery of Athletic Field Maintenance Services, Austin Outdoor proposes allocation of the following strategic resources to the City of Ormond Beach:

Executive Oversight: *Brian Martin*, Regional Vice President, South, will be the high level point of contact, always accessible to the City of Ormond Beach. Mr. Martin will oversee local management to insure that our quality and service delivery are exceeding expectations.

Property Oversight: *Paul LaMontaine*, District Manager, will conduct weekly property inspections to insure that all properties are maintained at the expected level of service excellence.

Ongoing Relationship Building: *Barry Critcher*, Business Development Manager, will be engaged to insure that the ongoing client relationship standards of Austin Outdoor are maintained once landscape services have begun on the properties.

Account Manager: *Ryan Smith*, Account Manager, is responsible for direct, daily oversight of all crew members and the services performed for the City of Ormond Beach. As the dedicated Account Manager, he will continue to be the primary point of contact for all landscape service requests and activities for the City, expanding the role he has occupied for the past year to include the City's Athletic Fields. To assist Mr. Smith with day-to-day responsibilities in his expanded role will be an assigned *Assistant Account Manager*.

Crew Foreman: Each Athletic Field maintenance crew will be assigned a *Crew Foreman* who is responsible for his crew's completion of the daily tasks, scheduled and directed by the dedicated Maintenance Account Manager. He is additionally responsible for his crew's equipment and their adherence to Austin Outdoor's Code of Conduct and Safety Guidelines.

Brian K. Martin

PROFESSIONAL EXPERIENCE SUMMARY

As **Regional Vice President** for Austin Outdoor, Brian Martin is responsible for managing all Florida landscape operations. This includes oversight of eight service locations with over 500 employees.

EDUCATION

1988 - 1994 BLA, Landscape Architecture	Virginia Tech	Blacksburg, VA
---	----------------------	-----------------------

PROFESSIONAL EXPERIENCE

Jan 2005-Present	Austin Outdoor	Bunnell, FL
-------------------------	-----------------------	--------------------

Regional Vice President

- Responsible for all Florida landscape operations.
- Oversees six districts and over 500 employees.
- Builds operational strategies that improve company-wide quality.
- Manages operations training and leads continuous improvement efforts.

VP Business Development

- Responsible for all aspects of Business Development.
- Coordinates all Landscape Maintenance and Construction estimating and proposals.
- Manages Business Development Team of four.
- Creates marketing strategies, company collateral, and branding platform.

District Manager

- Responsible for all aspects of landscape management within the Palm Coast District.
- Knowledgeable of each project's specifications and budget.
- Ensure quality inspections are conducted on a regular basis.
- Identify equipment and resources needed for each project.
- Maintain up-to-date list of all personnel and job activities.
- Assure preventative maintenance is performed on all equipment.

June 1992-June 2004	Brickman	West Palm Beach, FL
----------------------------	-----------------	----------------------------

Branch Manager – Jan 1998 to Dec 2002; Dec 2003 to May 2004

- Overhauled and rebuilt existing team and quality control measures.
- Managed 10 full time and 50 hourly employees.

Brian K. Martin Page 2

- Created and adjusted/followed annual budget.
- Oversaw all financial aspects of branch – A/P, A/R, monthly close, etc.
- Grew Branch from 1 million to over 3 million in annual revenue.

Florida Regional Trainer – Jan 2003 to Dec 2003

- Conducted interactive superintendent meetings.
- Assisted Regional Manager throughout FL region.
- Presented specialized training – i.e. annual installation, mowing efficiency, plant i.d., etc.
- Responsible for new employee orientation and mentoring.
- Orchestrated production of horticultural, production, safety, and cultural training videos.
- Selected and monitored sites in FL to be photographed for upgraded company website.

Superintendent/Supervisor/Intern – Annapolis Maryland – June 1992 to Dec 1997

- Balanced quality of job sites with production efficiency.
- Produced monthly production schedules.
- Monitored weekly material and labor costs.
- Managed one crew with responsibility increasing to five crews.
- Ran commercial landscape maintenance job mix.
- Performed landscape enhancements.

CERTIFICATIONS

- Certified Pest Control Operator – Lawn & Ornamental

Paul LaMontaine

PROFESSIONAL EXPERIENCE SUMMARY

As the **District Manager** of our East Central Florida region, Paul LaMontaine is responsible for overseeing all of the division's current and upcoming projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality project and service.

Paul brings 36 years experience in operations, facilities management, purchasing and construction to the company.

EDUCATION

1992	Harvard Business School	White Plains, NY
Continuing Education–Management Excellence Service		
1984	Harvard Business School	White Plains, NY
Continuing Education–Achieving Breakthrough Service		
1975 - 1977	Henry Ford Community College	Dearborn, MI
AS, Business Management		

RELEVANT PROFESSIONAL EXPERIENCE

2003 - Present	Austin Outdoor, LLC	Palm Coast, FL
<i>District Manager</i>		
• Responsible for landscape operations and personnel within the Palm Coast District. • Works with all plans, blueprints and specifications for each project and has knowledge of the budget and timeframe. • Hires and coordinates construction and management crews. • Balances the workload and materials for each project. • Maintains up-to-date roster of all personnel and job activities. • Identifies equipment and resources needed for each project. • Assures that preventive maintenance is performed on all equipment. • Conducts regular inspections of in-progress projects.		
1974 - 2003	Frank's Nursery and Crafts	Troy, MI
<i>1992-2003 Assistant Vice President Facilities Management</i>		
• Was responsible for maintenance, repair and construction for all company facilities and properties. • Purchased furniture, fixtures and store supplies.		

Paul LaMontaine

Page 2

- Intermediary for store operations to real estate planning and legal/risk management department.
- Maintained fleet services, material handling equipment, trash/recycling and vending services.
- Responsible for operational expense and capital in excess of \$15 million annually.

1989-1992 Director Operations/Facilities in Florida

- Responsible for controlling assets, regional purchasing/advertising, and facilities of 31 stores.

1984-1989 Director Operations/Facilities in Tampa & Orlando

- Assisted in the research, planning, product mix and construction of 31 new stores.

1978-1984 District Manager – Southeastern Michigan

1975-1978 Manager – Southeastern Michigan

1974-1975 Assistant Manager – Southeastern Michigan

MILITARY

U.S. Marine Corps, E-5, Honorable Discharge	1970-1974
Marine Corps Institute, Washington DC	1973
Non-Commissioned Officers Leadership School	1972
Tracked Vehicle School	1970

Barry Critcher

PROFESSIONAL EXPERIENCE SUMMARY

As the **Business Development Manager**, Barry Critcher is responsible for building strong, lasting relationships with both management and construction clients and potential clients in the East Central Florida region. Barry has over 20 years experience in sales and business development, which provides him with the knowledge and experience to promote the company's capabilities.

EDUCATION

1984 - 1989	Appalachian State University	Boone, NC
BS, Business Administration		

RELEVANT PROFESSIONAL EXPERIENCE

2005 – Present	Austin Outdoor, LLC	Palm Coast, FL
<i>Business Development Manager</i>		

- Responsible for building strong, lasting relationships with clients and potential clients.
- Prepares contracts and proposals that are responsive to client needs.
- Responsible for sales, estimating, contract administration and plant purchasing.
- Solicits field feedback to enhance estimating accuracy and pricing.
- Manages the process of bid preparation resulting from the estimating process.
- Continually updates clients on the status of upcoming and/or current work.

1989 – 2005	Hollar & Greene Produce, Inc.	Boone, NC
<i>Branch Manager / Business Development Manager</i>		

- Worked closely with wholesalers, distributors and retailers to provide quality products.
- Managed \$4 to \$5 million per year in business development.
- Oversaw quality control of the product.
- Managed the distribution and inventory of the product.

Ryan Smith

PROFESSIONAL EXPERIENCE SUMMARY

As the **Account Manager** at Austin Outdoor, Ryan Smith is responsible for coordinating, implementing and maintaining large, complex maintenance projects for the City of Ormond Beach on a daily basis. He brings experience and knowledge in golf course operations, turfgrass maintenance, equipment operations and fertilizer/chemical applications.

EDUCATION

Daytona Beach Community College	Daytona Beach, FL
AAS Degree, Golf Course Management, Turfgrass Management	

The Golf Academy of the South	Altamonte Springs, FL
Occupational Associates Degree, Golf Operations & Management	

PROFESSIONAL EXPERIENCE

Oct 2012 - Present	Austin Outdoor, LLC	Palm Coast, FL
<i>Account Manager - City of Ormond Beach</i>		

- Arranges, schedules and directs daily delivery of services.
- Ensures peak efficiency of each project.
- Ensures delivery of high-quality projects and services to client.
- Continually updates client on project status.
- Identifies opportunities to enhance client properties.
- Responsible for daily direction and oversight of field crews.
- Conducts regular property inspections.
- Conducts field-safety training and encourages safety procedures.
- Conducts ongoing operation training.

2011 - 2012	All Pro Land Services	Deleon Springs, FL
<i>Crew Foreman, Business Development</i>		

- Supervise maintenance and installation staff daily.
- Oversee all aspects of training and quality control.
- Managed workflow and customer service.
- Developed new business relationships for the company.
- Coordinated all subcontracting.
- Ensure all timelines were met on budget.

Ryan Smith

page 2

2010 - 2011

Edwin Watts Golf

The Villages, FL

Assistant Manager

- Manage and train employees in customer service.
- Oversee all aspects of inventory and loss prevention.
- Supervise employees in day to day operations.
- Reach sales goals by building relationships with customers.

2007 - 2010

Tree Tops Golf at GolfUSA

Lady Lake, FL

General Manager

- Supervise all aspects of day to day operations.
- Oversee all customer service delivery.
- Develop and maintain a multi-faceted facility.
- Coordinate all activities for this high volume range.

2005 - 2007

Debary Golf Club

Debary, FL

Assistant Superintendent

- Supervise maintenance staff on day to day operations.
- Controlled inventory for entire maintenance operation.
- Developed annual budget.
- Held weekly staff meetings.
- Directed a \$150,000 course renovation project.

Christopher Rodriguez

PROFESSIONAL EXPERIENCE SUMMARY

As the **Fertilization Specialist** at Austin Outdoor, Christopher Rodriguez is responsible for coordinating and performing applications of fertilizers and chemical treatments on our high profile properties.

EDUCATION

Spruce Creek High School

Port Orange, FL

RELEVANT PROFESSIONAL EXPERIENCE

July 2008 - Present

Austin Outdoor, LLC

Palm Coast, FL

Fertilization Specialist

- Perform fertilizer and chemical applications to assigned properties.
- Monitor turfgrass and overall landscape health needs.
- Identify and diagnose turfgrass deficiencies.
- Maintain appropriately detailed documentation as required by the Department of Agriculture and Consumer Services
- Take a proactive approach to safety by regularly attending field safety training and utilizing required safety equipment.

2006 - 2008

Middleton Pest Control

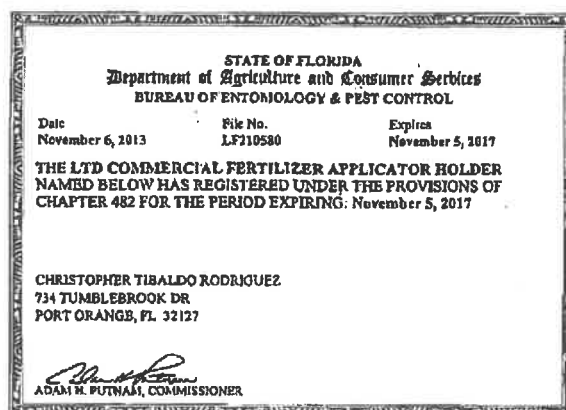
Orlando, FL

Chemical Room Supervisor, Commercial Crew Leader

- Kept daily, weekly, and monthly reports of usage by technicians.
 - Deliver excellent customer service to route clients.
 - Delegate responsibilities to crew personnel.
 - Oversee proper application techniques.
- Ensure quality with regular inspections and client interviews.

CERTIFICATIONS

Florida Ornamental and Turf Pesticide License (2009- present)



John Zemball

PROFESSIONAL EXPERIENCE SUMMARY

As the **Pest Management Specialist** at Austin Outdoor, John Zemball is responsible for coordinating and performing applications of pesticides and chemical treatments on our high profile properties.

EDUCATION

Daytona Beach Community College	Daytona Beach, FL
AAS Degree, Golf Course Operations, Turfgrass Management	

RELEVANT PROFESSIONAL EXPERIENCE

Jan 2006 - Present	Austin Outdoor, LLC	Palm Coast, FL
<i>Pest Management Specialist</i>		

- Arranges, schedules and directs daily delivery of management services.
- Perform pesticide and chemical applications to assigned properties.
- Monitor turfgrass and overall landscape health needs.
- Identify and diagnose turfgrass pest risks.
- Maintain appropriately detailed documentation as required by the Department of Agriculture and Consumer Services
- Take a proactive approach to safety by regularly attending field safety training and utilizing required safety equipment.

1996 - 2006	Club De Beaumont Golf Course	Ormond Beach, FL
<i>Spray Technician</i>		

- Supervised and coordinate activities of staff responsible for improving the grounds and turf for the course.
- Executed daily operations and spray applications.
- Established Agronomic practices to ensure best possible playing conditions for the course.
- Trained staff in best practices for safe usage of chemicals, equipment, and processes.
- Conducted regular reviews of the grounds, course and staff performance.

John Zemball

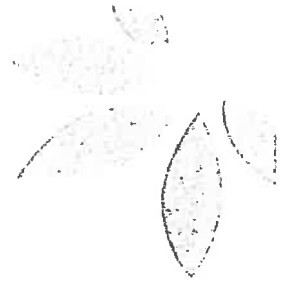
page 2

CERTIFICATIONS

- Florida Ornamental and Turf Pesticide License
- Aquatic Spray License
- Florida Master Gardner

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date April 11, 2014	File No. JF154751	Expires June 1, 2015
THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2015		
JOHN W ZEMBALL 788 LAKE WOOD DRIVE DAYTONA BEACH, FL 32117		Lawn and Ornamental
 ADAM H. PUTNAM, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date May 23, 2013	File No. JF154751	Expires June 1, 2014
THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2014		
JOHN W ZEMBALL 788 LAKE WOOD DRIVE DAYTONA BEACH, FL 32117		Lawn and Ornamental
 ADAM H. PUTNAM, COMMISSIONER		



Experience

Experience Listing



Project Name Blue Cross Blue Shield of Florida
Campus and Athletic Complex

Annual Investment \$332,000

Client Since 2011

Client Contact Information Russell Peacock
Senior Manager
Blue Cross Blue Shield of Florida
4800 Deerwood Campus Parkway
Jacksonville, Florida 32246
T: 904.945.0621



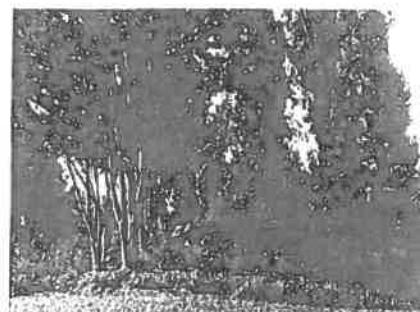
BCBS of Florida Campus

Project Name Johns Creek Parks & Presbyterian
Athletic Fields

Annual Investment \$230,000

Client Since 2010

Client Contact Information Rees Wait
Vice President of Development
TPA Group
3350 Engineering Drive, Suite 250
Norcross, GA 30092
T: 770.497.1400



Natural Setting at Johns Creek

Project Name Father Lopez Catholic High School
Campus and Athletic Fields

Annual Investment \$75,000

Client Since 2008

Client Contact Information Patricia Dailey
Assistant Principal
Father Lopez Catholic High School
3918 LPGA Boulevard
Daytona Beach, FL 32124
T: 386.253.5213

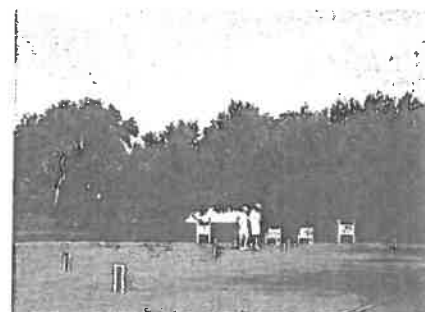


Father Lopez High School Campus

Experience Listing



Project Name Grand Haven
Grounds and Croquet Courts
Annual Investment \$534,000
Client Since 1997
Client Contact Information Barry Kloptosky
Operations Manager
Grand Haven
2 North Village Parkway
Palm Coast, FL 32137
T: 386.447.1888



Grand Haven Croquet Courts

Project Name Hammock Beach Club
Grounds and Putting Course
Annual Investment \$375,000
Client Since 2003
Client Contact Information Carlton Grant
Operations Manager
Hammock Beach Club
200 Ocean Crest Drive
Palm Coast, FL 32127
T: 386.246.5500



Hammock Beach Club Putting Course

Project Name Savanna Club
Golf Course
Annual Investment \$368,000
Client Since 2009
Client Contact Information Elfi Collins
General Manager
Savanna Golf Club
3490 Crabapple Drive
Port St. Lucie, FL 34952
T: 772.879.1316



Savanna Club Golf Course

Experience

Landscape Management and Improvements



Project Name Blue Cross Blue Shield of Florida

Project Type Premier Corporate Campus

Project Location Jacksonville, FL

Project Scope

Blue Cross Blue Shield of Florida is comprised of three separate campuses in Jacksonville. The main corporate campus, which accommodates 6,500 employees, hosts eight buildings, a large lake, a reflecting pond and a class "A" athletic complex, which includes basketball and tennis courts, sand volleyball courts and Bermuda soccer fields.

Blue Cross Blue Shield of Florida requires impeccable landscape maintenance services and quick responsiveness for enhancement needs. As an example, BCBS required a new baseball field to be constructed on the corporate campus with little lead time.

Austin Outdoor was able to construct the ball field on a moment's notice. Due to this flexibility and ability to respond quickly, BCBS of Florida has awarded Austin Outdoor with additional service areas and responsibilities.

Every Sunday for four hours, a property evaluation and drive thru is completed with senior level executives and Austin Outdoor's District Manager.



The Scope of Work

Due to the nature of working on a large corporate campus, landscape services must be completed during off peak hours and weekends. These services include high-level arborist care for 1173 large oaks, high-level and specialty irrigation maintenance, sports fields demands (painting, sand replenishment, detailed weeding programs, and specialty fertilization and pesticide programs. Additionally, the campus is constantly making major upgrades and requires professional landscape installation services.

Experience

Landscape Management and Improvements



Project Name Johns Creek Owners Association

Project Location Johns Creek, GA

Project Type Mixed-Use Master Planned Community
Landscape Maintenance

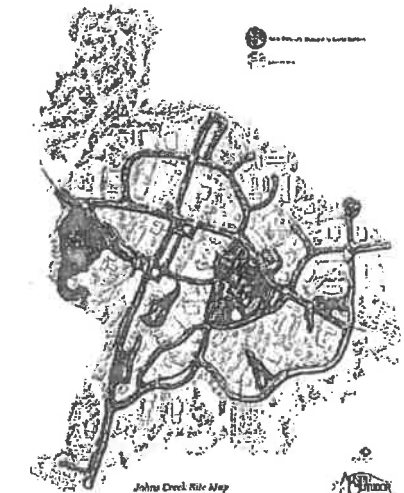
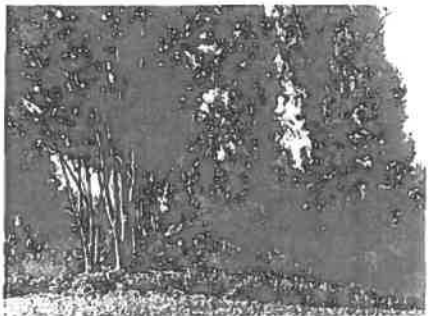
Project Scope Johns Creek is a 1,900-acre master planned mixed use development that includes Class A office space, retail centers, and residential communities designed with a small town park setting as its inspiration.

The Johns Creek Owners Association's current landscape maintenance agreement with Austin Outdoor includes over 600,000 square feet of turf.

A 150 plus zone irrigation system pulls water from any of the five lakes located within the development.

Seasonal color rotations are performed twice per year under the current agreement and include over 7900 square feet of flowers.

The project, submitted with Austin Outdoor's work at Technology Park Atlanta, was awarded a PLANET Award of Excellence in 2013.



Experience

Landscape Management



Project Type

Croquet Court

Project Names

Grand Haven
Palm Coast, Florida

Project Scope

Grand Haven has two immaculately maintained, tournament-regulation croquet courts that are home to the 40-plus member Grand Haven Croquet Club and hosts numerous tournaments. The croquet courts feature—

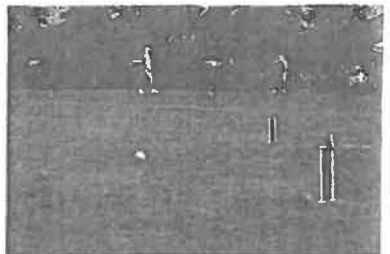
Bermuda turf that is cut 148 times a year at 4/16 to 5/16 of an inch

Turf that is fertilized monthly for a continuously green appearance

Turf that is aerified twice a year as well as verticutted and topdressed 10 times a year

Rolling twice a year to ensure the courts are flat

Palms, trees and shrubs that surround the courts for both privacy and an aesthetic appearance



POINT OF INTEREST

The Grand Haven croquet courts were home to the 2006 National Croquet Day hosted by the United States Croquet Association.

Experience

Landscape Management



Project Type

Putting Course

Project Name

The Club at Hammock Beach
Palm Coast, Florida

Project Scope

The nine-hole putting course at The Club at Hammock, a 1,000-acre, AAA Four-Diamond resort community, features—

The use of growth regulators and preventative fungicide programs to provide tournament-quality putting conditions equivalent to those of championship courses

A lush landscape that surrounds the putting greens and includes a variety of palms, shrubs and annuals

Paspalum turf, which is mowed three times a week

Monthly fertilizing of the turf to provide a vibrantly green appearance

Bi-weekly rotating of hole cups

Weekly raking of sand traps



POINT OF INTEREST

Austin Outdoor was honored with two awards in 2008 for its landscape management work at The Club at Hammock Beach, which included recognition for its work on the putting course. The awards include the PLANET Environmental Improvement Grand Award (national) and FNGLA Award of Excellence (statewide).

Case Study

Specialty Landscape Management



Project Name **Savanna Club**

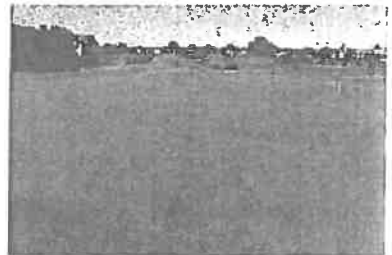
Project Location Port St. Lucie, Florida

Project Type Golf Course

The Need The Savanna Club, an 18-hole golf course in South Florida, was working hard to manage the landscape on their golf course in-house. With changes in the area's economy and less golfers on their course, it was difficult to keep up with high-quality maintenance and budgetary goals.

The Solution The Savanna Club already had equipment and employees onsite, easing Austin Outdoor's transition for the course's employees, the ongoing maintenance of equipment, and the agronomic oversight of the landscape. Under Austin Outdoor's leadership, a proper horticultural plan was written and implemented and safety and training programs were established.

The Result The course is now in the best condition the community has experienced, while saving tens of thousands in operational costs. According to the General Manager, Elfi Collins, this is the first time the Savanna Club course has been consistently in good condition and operated in the black.



FROM THE CLIENT'S PERSPECTIVE

"I for one think the golf course is in the best condition I have ever experienced."

Marcia Richling
Golf Committee



Documents

Business Tax Receipt

The City of Ormond Beach



Please Remember:

- to renew by September 30 every year to avoid penalties;
- to notify us if your business changes name, owner, and/or location;
- to provide us up-to-date State license information and/or insurance coverage (if required).

Thank you for doing business in Ormond Beach!

14-10640

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or blonline@ormondbeach.org

Fee: \$25.00
Valid 6/04/14 - 9/30/14

Classification	Comments/Restrictions	Location / Phone
SPECIALTY CONTRACTOR IRRIGATION SPECIALTY CONTRACTOR		1 OUTSIDE CITY OF ORM BCH (888) 437-6211
AUSTIN OUTDOOR, LLC P.O. BOX 849 BUNNELL FL 32110		

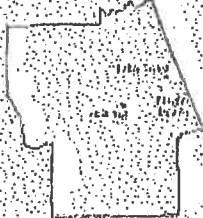
BUSINESS REGISTRATION

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so

Business Tax Receipt

Flagler County



Flagler County Business Tax Receipt		
2013-14	THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.	Account No. 3166
Business Type:	LAWN CARE	PAID: 9401146.0001 9/26/2013 \$220.00
Business Address:	3235 N STATE ST BUNNELL FL 32110	County \$76.00
AUSTIN OUTDOOR INC AUSTIN OUTDOOR LLC PO BOX 849 BUNNELL FL 32110		CITY OF BUNNELL \$93.00
		CITY OF BUNNELL FIRE INSP \$60.00
		Penalty \$0.00
		Valid until 9/30/2014
CITY OF BUNNELL PO Box 756 Bunnell, FL 32110 386-437-7616 www.bunnellcity.us	CITY OF BUNNELL FIRE INSP PO Box 756 Bunnell, FL 32110 386-437-7616 www.bunnellcity.us	Flagler County Tax Collector Suzanne Johnston 1769 E. Moody Blvd., Suite 102, Bunnell, FL 32110 (386) 313-4160 www.flaglertax.com

Business Tax Receipt

The City of Daytona Beach



THE CITY OF DAYTONA BEACH

BUSINESS TAX # BT-72326

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

AUSTIN OUTDOOR, LLC
500 FENTRESS BLVD
LANDSCAPE/GARDENER

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-72326	TAX RECEIPT NO.
72326	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2014	VALID TO
10/01/2013	DATE PAID
\$25.00	AMOUNT PAID

1210 LANDSCAPE GARDNER

AUSTIN OUTDOOR, LLC
P.O. BOX 649
BUNNELL, FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



AUSTIN OUTDOOR, LLC
600 FENTRESS BLVD

THE CITY OF DAYTONA BEACH

Receipt # WEB-08316

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

1210 08/08/2013 LANDSCAPE GARDNER 25.00
BUSINESS TAX # BT-72326 Fees Paid: 25.00
Paid By: Dolores Mew

Date Paid: October 01, 2013
Pay Method: CREDIT 974347
Collected By: EPRS

TAX RECEIPT

Chronology action: 10/11/2013 by GLO

Ormond Beach Middle School Landscape Management Schedule

June, 2014

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields at each visit.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slit Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.



South Ormond Neighborhood Center

June, 2014

Landscape Management Schedule

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & Bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields at each visit.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slit Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.



Ormond Beach Sports Complex, (Airport)

June, 2014

Landscape Management Schedule

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields daily.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slt Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.



Nova Community Park

Landscape Management Schedule

June, 2014

Fertilization & Weed Control

- A minimum of 8 fertilizations,
combined with pre-emergent
herbicide.

- May application of Chipco Choice
Slit Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.

Monday - Friday 52 Weeks/Year

- All fields will be mowed, edged &
string-trimmed as required to maintain
professional quality fields & bermuda
grass.

- Remove excessive grass clippings &
trimmings and blow off all sidewalks.

- Remove litter & debris from fields
daily.

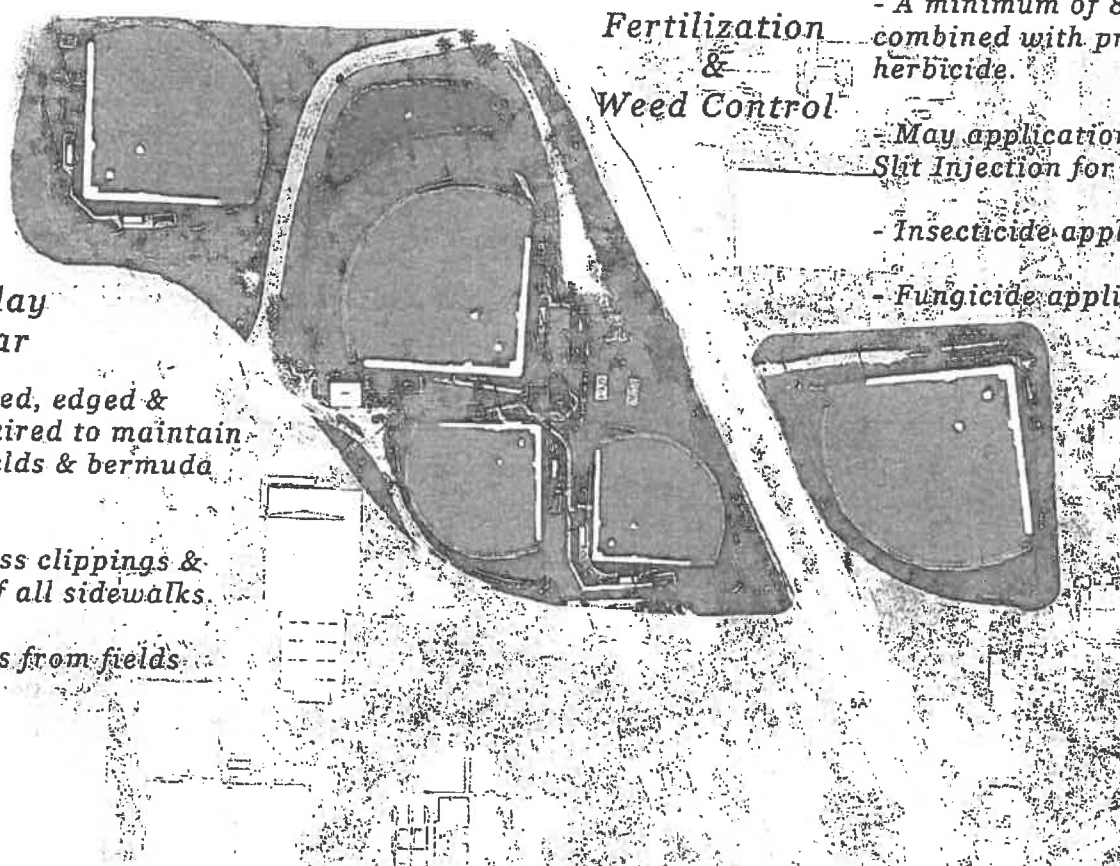


EXHIBIT "B"

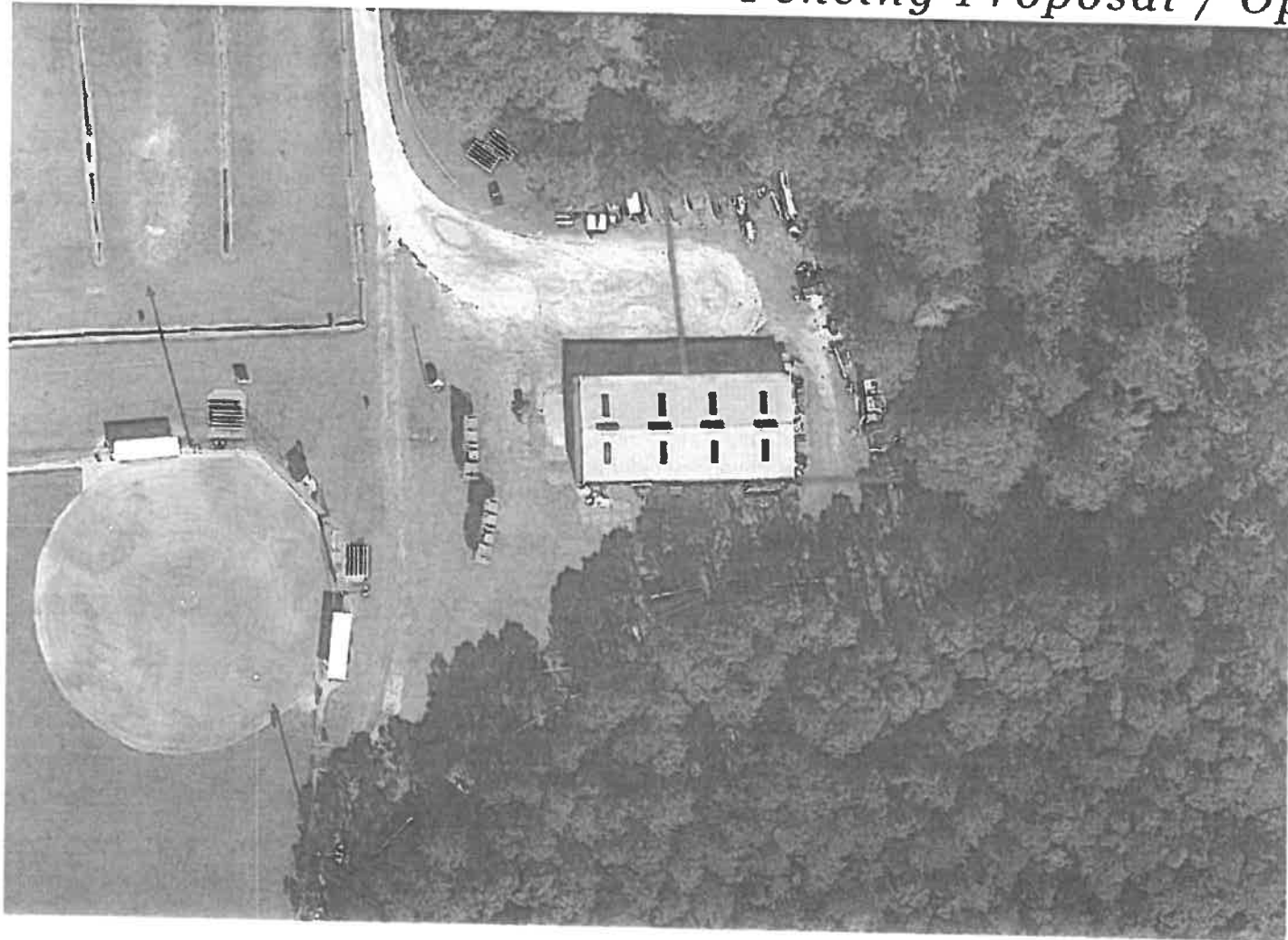
Equipment to be Purchased by Austin Outdoor

Equip. #	Description	Serial Number	Meter Reading	Bid Price
504	2012 TORO CART	312000191	0	\$13,400
e 512	2013 TORO SPRAYER	313000129	0	incl
573	1990 JACOBSEN F-10	70502 2564	6,419	\$5,155
E 523	1998 GOOSEN Verticutter VV-1	00232	0	\$3,800
e 546	2005 JOHN DEERE 3225C	TC3225C020222	2,543	\$7,510
e 560	2012 TORO Reel Master	312000204	652	\$12,900
e 564	2011 TORO Reel Master	311000171	628	\$12,000
e 565	2010 TORO Reel Master	310000177	1,910	\$20,520
E 581	2011 TORO Z Master	310000250	1,345	\$4,880
e 583	2009 JOHN DEERE Z TURN MOWER	TCZ850A020014	1,185	\$3,400
e 595	2013 VICON SPREADER	21028	0	\$900
E 648	1988 RYAN AERATOR 5443178810	128585	0	\$750
561	1991 FORD TRACTOR	BC85297		\$4,660
E 415	Turfco Topdresser	A90661	0	\$6,300
				\$96,175

Of Ormond Beach

EXHIBIT "C" Apr

Fencing Proposal / Option 1



Ormond Beach, Florida



' OF ORMOND BEACH

EXHIBIT "D"

A,



Ormond Beach, Florida

AUSTIN
OU
a 1978



CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)

3/25/2025

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:
	PHONE (A/C No. Ext):
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	FAX (A/C No.):
	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Safety National Casualty Corporation	NAIC # 15105
INSURER B: ACE Property and Casualty Insurance Company	20699
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 19525393**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide&Herbicide ☒ SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N	LDS4066360	4/1/2025	4/1/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 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)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19525393
City of Ormond Beach
399 North US 1
Ormond Beach FL 32174

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	7.N.
Section	CONSENT AGENDA	Category	Consent - Disposition Item
Subject	2026 Travel Approval for City Commission, City Manager & City Attorney		
Recommended Action	It is respectfully requested the City Commission approve the travel of the City Commission, City Manager, and City Attorney, should they decide to attend any of the conferences/events listed.		
Strategic Goal	Governance - Strive to achieve the public's trust through honest, transparent, respectful, and equitable behavior in conducting City business.		
Department Staff Contact	City Manager Joyce Shanahan, City Manager		

Summary

Members of the City Commission, the City Manager and the City Attorney attend various conferences and events throughout the year.

It is proposed the City Commission consider approving this travel list should they wish to attend any of the conferences/events listed.

Financial Impact

Travel for the City Commission, City Manager and City Attorney are budgeted items.

Citizen Impact

None

Attachments

1. Approval of Travel for City Commission and City Manager for 2026

It is proposed that the City Commission consider approving the below travel for the 2026 Calendar Year:

Conference/Event	Location	Dates
Florida League of Cities (FLC) Board of Directors Meetings	TBD	TBD
Florida League of Cities (FLC) Policy Committee Meetings	TBD	TBD
Volusia Days	Tallahassee, FL	TBD
Florida League of Cities (FLC) Legislative Action Days	Tallahassee, FL	Jan. 26-28, 2026
United States Conference of Mayors Winter Meeting	Washington, DC	January 28-30, 2026
Florida City & County Management Association (FCCMA) Winter Institute	Daytona Beach, FL	Feb. 26-27, 2026
Commission to Florida Law Enforcement Accreditation	St. Augustine, FL Orlando, FL Ft. Myers, FL	TBD TBD TBD
National League of Cities (NLC) Congressional City Conference	Washington, D.C.	March 14-18, 2026
Florida League of Cities (FLC) IEMO I	TBD	TBD
Florida League of Cities (FLC) IEMO II	TBD	TBD
Florida League of Cities (FLC) Federal Action Strike Team (FAST) Fly In	Washington, D.C.	TBD
2026 Police Unity Tour	Northern, NJ to D.C.	May 9-12, 2026
Governor's Hurricane Conference	West Palm Beach, FL	May 10-15, 2026
Florida City and County Management Association (FCCMA) Annual Conference	Orlando, FL	May 27-30, 2026
Florida Municipal Attorney's Association Conference	Bonita Springs, FL	July 9-11, 2026
Florida League of Cities Insurance Summit	St. Petersburg	July 22-24, 2026
Florida League of Cities (FLC) Annual Conference	Hollywood, FL	August 13-15, 2026
International City/County Management Association (ICMA) Annual Conference	Long Beach, CA	October 17-21, 2026
ICMA Credentialing Advisory Board Annual Meeting	Washington, D.C.	TBD (usually held during the first week in Dec.)
Florida League of Cities (FLC) Legislative Conference	Kissimmee, FL	November/December
National League of Cities (NLC) Summit	TBD	November/December
The Florida Shores and Beach Preservation Association - Annual Florida Resilience Conference	TBD	September/October



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	8.A.
Section	PUBLIC HEARINGS	Category	Public Hearing - Ordinances
Subject	Land Development Code Amendment - Section 2-42, Design Standards (SECOND READING)		
Recommended Action	The Planning Board has recommended APPROVAL of the Land Development Code amendment for Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

The purpose of the Land Development Code amendment is to delete the residential building design standards that are not consistent with the Florida Statutes section.

The Land Development Code amendment was reviewed at the Planning Board meeting on October 9, 2025, and was recommended for approval with a unanimous 7-0 vote.

Financial Impact

None

Citizen Impact

Section 2-42 of the Land Development Code contains residential design standards that may not be enforced based on Section 163.3202, Florida Statutes. The Land Development Code

amendment seeks to delete the existing residential design standards that are inconsistent with the Florida Statutes section.

Attachments

1. 25-35 Planning - LDC Amendment, Section 2-42, Design Standards (P25-0156G)
2. 10.09.2025, Section 2-42, Design Standards, PB Staff Report
3. 10.09.2025, Draft Planning Board minutes, Section 2-42, LDC Amendment
4. Ordinance BIE, LDC Amendment, Section 2-42

ORDINANCE NO. 2025-35

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-42, DESIGN STANDARDS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* BUILDING DESIGN STANDARDS TO BE CONSISTENT WITH SECTION 163.3202, FLORIDA STATUTES REGARDING RESIDENTIAL BUILDING DESIGN ELEMENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards, of the *Land Development Code* to amend building design standards to be consistent with Section 163.3202, Florida Statutes regarding residential building design elements; and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 9, 2025 on the requested amendment and has made recommendations thereon to the City Commission; and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with; and

WHEREAS, for the purposes of this Ordinance, underlined type constitute additions to the original text and ~~striketrough~~ shall constitute deletions from the original text; and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach and in the overall best interest of the public health, safety and welfare; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-42, Design standards, Article II, District Regulations, Chapter 2, District and General Regulations of the City of Ormond Beach *Land Development Code* is hereby amended to the following:

Sec. 2-42. Design Supplemental residential standards.

- ~~(a) *Single family dwelling exterior infill standards.* It is the intent of this section to provide minimum design guidelines for infill single family units to include manufactured housing so as to ensure harmony and similarity in exterior appearance with established single family dwellings which have been constructed under these and other lawful regulations on adjacent lots in the same residential district. The following design standards shall be used in determining similarity in appearance for the infill construction of single family dwellings and manufactured housing:-~~
- ~~(1) *Minimum dimension of main body.* Minimum dimension of the main body of a dwelling unit shall not be less than twenty feet (20'), as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the home;-~~
- ~~(2) *Minimum roof pitch; minimum roof overhang; roofing materials.* Minimum pitch of the main roof shall be not less than three feet (3') of rise for each twelve feet (12') of horizontal run and minimum roof overhang shall be one foot (1'). In cases where housing generally has been constructed in adjacent or nearby locations with lesser roof pitches and/or roof overhangs of less than one foot (1'), then the proposed infill dwelling may have less roof pitch and overhang. In general, any roofing material other than a built-up composition roof may be used.-~~

- ~~(3) *Exterior finish; light reflection.* When siding is proposed, all siding shall be nonreflective and shall be installed from the foundation up to the eaves.~~
- ~~(4) *Permanent foundations required in residential districts.* No dwelling shall be placed or occupied for residential use on a site in a residential district without a foundation that is similar in appearance to foundations of homes built on adjacent or nearby sites. All homes shall be placed on permanent foundations.~~
- (5) (a) *Site orientation.* Dwelling units shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to existing housing which has been constructed in the neighborhood.
- (6) (b) *Garages, carports in residential neighborhood.* All dwellings shall be required to be provided with a garage and/or carport compatible with and similar to garages and/or carports constructed in the neighborhood.
- ~~(7) *Infill compatibility with nearby housing.* Dwellings shall be compared to existing housing in the neighborhood within the same zoning district. Approval for a dwelling shall not be granted unless it is found that the proposed infill unit is substantially similar in size, siding, material, roof pitch, roof material, foundation and general appearance to existing housing in the neighborhood in the same zoning district.~~
- ~~(b) *Building orientation.* Buildings shall in all cases orient their facades toward the front yard as defined in article I of this chapter. However, buildings on lots having frontage on two (2) or more streets shall provide a finished wall toward all streets. No accessory operation, other than parking, where permitted, shall occur between said wall and the street.~~
- (4) (c) *Multiple structures.* In any single-family residential district, no more than one (1) principal structure housing a permitted principal use shall be erected on a single lot.
- ~~(2) In all other districts, a development project having more than one (1) principal structure may not be subdivided without the prior approval of the city commission, following review and recommendation by the site plan review committee. No such approval shall be given unless, after the division, all principal structures and lots comply with all requirements of the ordinance from which this Land Development~~

~~Code is derived, including, but not limited to, building setbacks, required yards, buffer areas and other dimensional requirements.~~

~~(3) Whenever a site plan includes either multiple structures on a single parcel, or multiple parcels under one (1) site development plan, the applicants shall record a unity of title agreement for each parcel included in the site plan which will prohibit its division except in accordance with this section.~~

~~(d) *Single family detached residences and planned manufactured home communities.* Detached single family residences and new manufactured homes within planned manufactured home communities, shall conform to the following standards provided that existing single family detached structures which do not meet these requirements shall not be subject to the nonconforming provisions of article V of this chapter:~~

~~(1) A minimum offset of at least two feet (2') in that part of the house facing a street. A house on a corner lot shall be required to have only one (1) offset.~~

~~(2) A minimum of two (2) parking spaces shall be provided with at least one (1) space in a single car attached or detached garage or carport. Such garage or carport shall not be removed or altered in any way that would prohibit its use for automobile storage nor shall the required number of on-site parking spaces be reduced. This requirement shall not apply to previously existing mobile home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for six (6) months or more, and which mobile home parks do not comply with one (1) or more of the dimensional requirements set forth in this article.~~

~~(3) A minimum roof pitch of three to twelve (3:12) for the main roof only, excluding flat, mansard or dome roofs or additions to the main roof.~~

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction,

such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 18th day of November 2025.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of December 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

Land Development Code (LDC) Amendment Design Standards

PLANNING BOARD DATE:	October 9, 2025
TENTATIVE CITY COMMISSION DATES:	November 18, 2025 (1 st Reading) December 2, 2025 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	LDC 2025-202
SUBJECT:	Land Development Code amendment: Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code to amend building design standards to be consistent with Section 163.3202, Florida Statutes regarding residential building design elements.

SECTION 2, BACKGROUND: Section 163.3202(5)(a), Florida Statutes preempts the application of building design standards to single-family and two family dwelling units with several exceptions. The section states:

(5)(a) Land development regulations relating to building design elements may not be applied to a single-family or two-family dwelling unless:

1. The dwelling is listed in the National Register of Historic Places, as defined in s. 267.021(5); is located in a National Register Historic District; or is designated as a historic property or located in a historic district, under the terms of a local preservation ordinance;
2. The regulations are adopted in order to implement the National Flood Insurance Program;
3. The regulations are adopted pursuant to and in compliance with chapter 553;
4. The dwelling is located in a community redevelopment area, as defined in s. 163.340(10);

5. The regulations are required to ensure protection of coastal wildlife in compliance with s. 161.052, s. 161.053, s. 161.0531, s. 161.085, s. 161.163, or chapter 373;
6. The dwelling is located in a planned unit development or master planned community created pursuant to a local ordinance, resolution, or other final action approved by the local governing body before July 1, 2023; or
7. The dwelling is located within the jurisdiction of a local government that has a design review board or an architectural review board created before January 1, 2020.

Section 2-42 of the Land Development Code contains residential design standards that may not be enforced based on Section 163.3202, Florida Statutes. The Land Development Code amendment seeks to delete the existing residential design standards inconsistent with the Florida Statutes section.

SECTION 3, ANALYSIS: The purpose of the Land Development Code amendment is to delete the residential building design standards that are not consistent with the Florida Statutes section. The underlined text is an addition to the original text, and the ~~strike-through~~ text represents the deleted text of the amendment.

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards

Sec. 2-42. Design Supplemental residential standards.

- (a) ~~Single family dwelling exterior infill standards.~~ It is the intent of this section to provide minimum design guidelines for infill single-family units to include manufactured housing so as to ensure harmony and similarity in exterior appearance with established single-family dwellings which have been constructed under these and other lawful regulations on adjacent lots in the same residential district. The following design standards shall be used in determining similarity in appearance for the infill construction of single-family dwellings and manufactured housing:
 - (1) ~~Minimum dimension of main body.~~ Minimum dimension of the main body of a dwelling unit shall not be less than twenty feet (20'), as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the home;
 - (2) ~~Minimum roof pitch; minimum roof overhang; roofing materials.~~ Minimum pitch of the main roof shall be not less than three feet (3') of rise for each twelve feet (12') of horizontal run and minimum roof overhang shall be one foot (1'). In cases where housing generally has been constructed in adjacent or nearby locations with lesser roof pitches and/or roof overhangs of less than one foot (1'), then the proposed infill dwelling may have less roof pitch and overhang. In general, any roofing material other than a built-up composition roof may be used.
 - (3) ~~Exterior finish; light reflection.~~ When siding is proposed, all siding shall be nonreflective and shall be installed from the foundation up to the eaves.
 - (4) ~~Permanent foundations required in residential districts.~~ No dwelling shall be placed or occupied for residential use on a site in a residential district without a foundation that is similar in appearance to foundations of homes built on adjacent or nearby sites. All homes shall be placed on permanent foundations.

- (5) *Site orientation.* Dwelling units shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to existing housing which has been constructed in the neighborhood.
- (6) *(b) Garages, carports in residential neighborhood.* All dwellings shall be required to be provided with a garage and/or carport compatible with and similar to garages and/or carports constructed in the neighborhood.
- ~~(7) *Infill compatibility with nearby housing.* Dwellings shall be compared to existing housing in the neighborhood within the same zoning district. Approval for a dwelling shall not be granted unless it is found that the proposed infill unit is substantially similar in size, siding, material, roof pitch, roof material, foundation and general appearance to existing housing in the neighborhood in the same zoning district.~~
- ~~(b) *Building orientation.* Buildings shall in all cases orient their facades toward the front yard as defined in article I of this chapter. However, buildings on lots having frontage on two (2) or more streets shall provide a finished wall toward all streets. No accessory operation, other than parking, where permitted, shall occur between said wall and the street.~~
- (c) *Multiple structures.*
 - (1) In any single-family residential district, no more than one (1) principal structure housing a permitted principal use shall be erected on a single lot.
 - ~~(2) In all other districts, a development project having more than one (1) principal structure may not be subdivided without the prior approval of the city commission, following review and recommendation by the site plan review committee. No such approval shall be given unless, after the division, all principal structures and lots comply with all requirements of the ordinance from which this Land Development Code is derived, including, but not limited to, building setbacks, required yards, buffer areas and other dimensional requirements.~~
 - ~~(3) Whenever a site plan includes either multiple structures on a single parcel, or multiple parcels under one (1) site development plan, the applicants shall record a unity of title agreement for each parcel included in the site plan which will prohibit its division except in accordance with this section.~~
- ~~(d) *Single family detached residences and planned manufactured home communities.* Detached single family residences and new manufactured homes within planned manufactured home communities, shall conform to the following standards provided that existing single family detached structures which do not meet these requirements shall not be subject to the nonconforming provisions of article V of this chapter:~~
 - ~~(1) A minimum offset of at least two feet (2') in that part of the house facing a street. A house on a corner lot shall be required to have only one (1) offset.~~
 - ~~(2) A minimum of two (2) parking spaces shall be provided with at least one (1) space in a single car attached or detached garage or carport. Such garage or carport shall not be removed or altered in any way that would prohibit its use for automobile storage nor shall the required number of on-site parking spaces be~~

~~reduced. This requirement shall not apply to previously existing mobile home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for six (6) months or more, and which mobile home parks do not comply with one (1) or more of the dimensional requirements set forth in this article.~~

- ~~(3) A minimum roof pitch of three to twelve (3:12) for the main roof only, excluding flat, mansard or dome roofs or additions to the main roof.~~

The proposed amendment deletes a majority of the section and maintains three (3) standards:

1. Site orientation for the structure.
2. Garage and carport requirement.
3. No more than one (1) principal structure permitted per lot.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires certain criteria that must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

No development is proposed as part of the proposed amendment. This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes. The amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, nor will it adversely affect 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 to amend building design standards to be consistent with Section 163.3202, Florida Statutes.

- 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 to amend building design standards to be consistent with Section 163.3202, Florida Statutes. 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 to amend building design standards to be consistent with Section 163.3202, Florida Statutes.

- 8. The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend building design standards to be consistent with Section 163.3202, Florida Statutes.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** a Land Development Code amendment for Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, as provided below:

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards

Sec. 2-42. Design Supplemental residential standards.

- (a) ~~Single family dwelling exterior infill standards.~~ It is the intent of this section to provide minimum design guidelines for infill single-family units to include manufactured housing so as to ensure harmony and similarity in exterior appearance with established single-family dwellings which have been constructed under these and other lawful regulations on adjacent lots in the same residential district. The following design standards shall be used in determining similarity in appearance for the infill construction of single-family dwellings and manufactured housing:
- (1) ~~Minimum dimension of main body.~~ Minimum dimension of the main body of a dwelling unit shall not be less than twenty feet (20'), as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the home;
 - (2) ~~Minimum roof pitch; minimum roof overhang; roofing materials.~~ Minimum pitch of the main roof shall be not less than three feet (3') of rise for each twelve feet (12') of horizontal run and minimum roof overhang shall be one foot (1'). In cases where housing generally has been constructed in adjacent or nearby locations with lesser roof pitches and/or roof overhangs of less than one foot (1'), then the proposed infill dwelling may have less roof pitch and overhang. In general, any roofing material other than a built-up composition roof may be used.
 - (3) ~~Exterior finish; light reflection.~~ When siding is proposed, all siding shall be nonreflective and shall be installed from the foundation up to the eaves.
 - (4) ~~Permanent foundations required in residential districts.~~ No dwelling shall be placed or occupied for residential use on a site in a residential district without a foundation that is similar in appearance to foundations of homes built on adjacent or nearby sites. All homes shall be placed on permanent foundations.
 - (5) *Site orientation.* Dwelling units shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to existing housing which has been constructed in the neighborhood.
 - (6) (b) *Garages, carports in residential neighborhood.* All dwellings shall be required to be provided with a garage and/or carport compatible with and similar to garages and/or carports constructed in the neighborhood.
 - (7) ~~Infill compatibility with nearby housing.~~ Dwellings shall be compared to existing housing in the neighborhood within the same zoning district. Approval for a dwelling shall not be granted unless it is found that the proposed infill unit is substantially similar in size, siding, material, roof pitch, roof material, foundation

~~and general appearance to existing housing in the neighborhood in the same zoning district.~~

- (b) ~~*Building orientation.*~~ Buildings shall in all cases orient their facades toward the front yard as defined in article I of this chapter. However, buildings on lots having frontage on two (2) or more streets shall provide a finished wall toward all streets. No accessory operation, other than parking, where permitted, shall occur between said wall and the street.
- (c) ~~*Multiple structures.*~~
- (1) In any single-family residential district, no more than one (1) principal structure housing a permitted principal use shall be erected on a single lot.
 - (2) In all other districts, a development project having more than one (1) principal structure may not be subdivided without the prior approval of the city commission, following review and recommendation by the site plan review committee. No such approval shall be given unless, after the division, all principal structures and lots comply with all requirements of the ordinance from which this Land Development Code is derived, including, but not limited to, building setbacks, required yards, buffer areas and other dimensional requirements.
 - (3) Whenever a site plan includes either multiple structures on a single parcel, or multiple parcels under one (1) site development plan, the applicants shall record a unity of title agreement for each parcel included in the site plan which will prohibit its division except in accordance with this section.
- (d) ~~*Single family detached residences and planned manufactured home communities.*~~ Detached single family residences and new manufactured homes within planned manufactured home communities, shall conform to the following standards provided that existing single family detached structures which do not meet these requirements shall not be subject to the nonconforming provisions of article V of this chapter:
- (1) A minimum offset of at least two feet (2') in that part of the house facing a street. A house on a corner lot shall be required to have only one (1) offset.
 - (2) A minimum of two (2) parking spaces shall be provided with at least one (1) space in a single car attached or detached garage or carport. Such garage or carport shall not be removed or altered in any way that would prohibit its use for automobile storage nor shall the required number of on-site parking spaces be reduced. This requirement shall not apply to previously existing mobile home parks which were in operation on July 1, 1984, and which have continued in operation without abandonment or closure for six (6) months or more, and which mobile home parks do not comply with one (1) or more of the dimensional requirements set forth in this article.
 - (3) A minimum roof pitch of three to twelve (3:12) for the main roof only, excluding flat, mansard or dome roofs or additions to the main roof.

ATTACHMENT 1: Section 163.3202, Florida Statutes

Select Year: 2025 

The 2025 Florida Statutes

Title XI	Chapter 163	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	INTERGOVERNMENTAL PROGRAMS	

163.3202 Land development regulations.—

(1) Within 1 year after submission of its comprehensive plan or revised comprehensive plan for review pursuant to s. [163.3191](#), each county and each municipality shall adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan.

(2) Local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan and shall at a minimum:

- (a) Regulate the subdivision of land.
- (b) Regulate the use of land and water for those land use categories included in the land use element and ensure the compatibility of adjacent uses and provide for open space.
- (c) Provide for protection of potable water wellfields.
- (d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.
- (e) Ensure the protection of environmentally sensitive lands designated in the comprehensive plan.
- (f) Regulate signage.
- (g) Provide that public facilities and services meet or exceed the standards established in the capital improvements element required by s. [163.3177](#) and are available when needed for the development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development. A local government may not issue a development order or permit that results in a reduction in the level of services for the affected public facilities below the level of services provided in the local government's comprehensive plan.
- (h) Ensure safe and convenient onsite traffic flow, considering needed vehicle parking.
- (i) Maintain the existing density of residential properties or recreational vehicle parks if the properties are intended for residential use and are located in the unincorporated areas that have sufficient infrastructure, as determined by a local governing authority, and are not located within a coastal high-hazard area under s. [163.3178](#).
- (j) Incorporate preexisting development orders identified pursuant to s. [163.3167](#)(3).

(3) This section shall be construed to encourage the use of innovative land development regulations which include provisions such as transfer of development rights, incentive and inclusionary zoning, planned unit development, impact fees, and performance zoning. These and all other such regulations shall be combined and compiled into a single land development code for the jurisdiction. A general zoning code shall not be required if a local government's adopted land development regulations meet the requirements of this section.

(4) The state land planning agency may require a local government to submit one or more land development regulations if it has reasonable grounds to believe that a local government has totally failed to adopt any one or more of the land development regulations required by this section. Once the state land planning agency determines after review and consultation with local government whether the local government has adopted regulations required by this section, the state land planning agency shall notify the local government in writing within 30 calendar days after receipt of the regulations from the local government. If the state land planning agency determines that the local government has failed to adopt regulations required by this section, it may institute an

action in circuit court to require adoption of these regulations. This action shall not review compliance of adopted regulations with this section or consistency with locally adopted plans.

(5)(a) Land development regulations relating to building design elements may not be applied to a single-family or two-family dwelling unless:

1. The dwelling is listed in the National Register of Historic Places, as defined in s. [267.021\(5\)](#); is located in a National Register Historic District; or is designated as a historic property or located in a historic district, under the terms of a local preservation ordinance;
2. The regulations are adopted in order to implement the National Flood Insurance Program;
3. The regulations are adopted pursuant to and in compliance with chapter 553;
4. The dwelling is located in a community redevelopment area, as defined in s. [163.340\(10\)](#);
5. The regulations are required to ensure protection of coastal wildlife in compliance with s. [161.052](#), s. [161.053](#), s. [161.0531](#), s. [161.085](#), s. [161.163](#), or chapter 373;
6. The dwelling is located in a planned unit development or master planned community created pursuant to a local ordinance, resolution, or other final action approved by the local governing body before July 1, 2023; or
7. The dwelling is located within the jurisdiction of a local government that has a design review board or an architectural review board created before January 1, 2020.

(b) For purposes of this subsection, the term:

1. “Building design elements” means the external building color; the type or style of exterior cladding material; the style or material of roof structures or porches; the exterior nonstructural architectural ornamentation; the location or architectural styling of windows or doors; the location or orientation of the garage; the number and type of rooms; and the interior layout of rooms. The term does not include the height, bulk, orientation, or location of a dwelling on a zoning lot; or the use of buffering or screening to minimize potential adverse physical or visual impacts or to protect the privacy of neighbors.

2. “Planned unit development” or “master planned community” means an area of land that is planned and developed as a single entity or in approved stages with uses and structures substantially related to the character of the entire development, or a self-contained development in which the subdivision and zoning controls are applied to the project as a whole rather than to individual lots.

(c) This subsection does not affect the validity or enforceability of private covenants or other contractual agreements relating to building design elements.

(6) Land development regulations relating to any characteristic of development other than use, or intensity or density of use, do not apply to Florida College System institutions as defined in s. [1000.21\(5\)](#).

(7) The state land planning agency shall adopt rules for review and schedules for adoption of land development regulations.

History.—s. 14, ch. 85-55; s. 12, ch. 86-191; s. 14, ch. 93-206; s. 7, ch. 95-322; s. 6, ch. 96-416; s. 5, ch. 98-146; s. 20, ch. 2009-96; s. 188, ch. 2010-102; s. 6, ch. 2011-4; s. 6, ch. 2011-15; s. 1, ch. 2014-218; s. 6, ch. 2019-165; s. 1, ch. 2021-201; s. 3, ch. 2023-31; s. 3, ch. 2023-115; s. 11, ch. 2024-2.

Planning Board minutes from October 9, 2025

ITEM:

PZ-2025-202

Design Standards, Section 2-42
Land Development Code Amendment

Recommended for Approval (7-0)

time he was on the security control and walked around the property and only noticed a little water when there were heavy rains that puddled in the parking lot. The retention pond to the south is dry most of the time, he said.

Chairman Thomas concluded with comments on fencing types and said that he feels that white vinyl-fences get discolored and are not as sturdy, and there have been differences of opinion regarding the costs of masonry walls but has not voted against a project because of vinyl fencing.

Mr. Galloway inquired about thoughts on wrought-iron fencing instead. Chairman Thomas responded that he favors concrete block with stucco, but that he is not overly concerned with this application due to the intense vegetation between the residents.

Mr. Railsback motioned to approve PZ-2025-129, First United Methodist Church, Special Exception. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

B. PZ-2025-202, Design Standards, Section 2-42, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements. He continued that Section 2-42 contains residential design standards for single-family homes, Section 163.3202 Florida Statutes preempts building design standards for single-family structures and expressed how amendments make this section consistent with Florida Statutes.

Board Questions

Mr. Jorczak asked if community changes already evaluated and implemented for the City of Ormond Beach, can remain due to past board efforts. Mr. Spraker replied that the LDC must be consistent with state statutes. He further explained that in a Planned Development architectural standards can be negotiated but how design standards cannot be applied on a single-family property.

Mr. Scudiero motioned to approve PZ-2025-202, Design Standards, Section 2-42, Land Development Code Amendment, to be consistent with state statutes. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).

C. PZ-2025-203, Detached Garages, Section 2-50, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code (LDC) to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code (LDC) to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-35

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-42, DESIGN STANDARDS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND BUILDING DESIGN STANDARDS TO BE CONSISTENT WITH SECTION 163.3202, FLORIDA STATUTES REGARDING RESIDENTIAL BUILDING DESIGN ELEMENTS; 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 an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code, to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements.

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 in newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	8.B.
Section	PUBLIC HEARINGS	Category	Public Hearing - Ordinances
Subject	Land Development Code Amendment - Section 2-50(o), Detached Garages (SECOND READING)		
Recommended Action	The Planning Board has recommended APPROVAL of the Land Development Code amendments for (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words to amend the definition for principal structure, and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to seventy-five percent (75%) of the total square footage of the principal structure.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to seventy-five percent (75%) of the total square-footage of the principal structure. At the first reading of this agenda item, the City Commission reduced the allowable square footage for detached garages for properties two (2) acres or greater from 100% to 75%. The attached Ordinance has been updated based on the amendment on first reading.

Key points of the amendments include:

1. The amendment expands the definition of principal structure.
2. The square-foot allowance for properties 1.99 acres and less remains unchanged.

3. The City Commission's direction did not specify the maximum allowance for the detached garage structure. If there is a desire for a percentage other than 75% of the principal structure for the detached garage for lots properties (2) acres and greater, an amendment would be needed.
4. Sheds that are over 150 square feet are classified as garages within the Land Development Code and are required to meet the regulations of Section 2-50(o) of the Land Development Code.
5. Carports are a hard-roof structure with unenclosed walls and are permitted under a separate subsection of Section 2-50 of the Land Development Code and do not have size requirements.
6. Properties in large lot residential zoning districts, REA, Rural Estate and Agriculture, and SR, Suburban Residential, with five (5) acres or greater, are allowed agricultural uses, and accessory structures used for agricultural purposes. These structures are not governed under Section 2-50(o) of the Land Development Code.

The Land Development Code amendment was reviewed at the Planning Board meeting on October 9, 2025, and was recommended for approval with a 5-2 vote.

Financial Impact

None

Citizen Impact

This item is based upon the City Commission's direction to allow properties over 2 acres the ability for more square footage for detached garages. The regulations would remain unchanged for properties 1.99 acres or less. For properties that are greater than 2 acres, the detached garage can be up to the same square footage as the principal structure. No negative citizen impacts are anticipated.

Attachments

1. 25- 36 Planning LDC Amendments, Section 1-22, Definitions (principal structure), and Section 2-50, Accessory Uses (garages) P25-0157G
2. 10.09.2025, Section 2-50, Detached Garages, PB Staff Report
3. 10.09.2025, Draft Planning Board minutes, Section 2-50
4. Ordinance BIE, LDC Amendment, Section 2-50

ORDINANCE NO. 2025-36

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND THE PRINCIPAL STRUCTURE DEFINITION AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (O) GARAGES, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO AMEND THE MAXIMUM SIZE OF DETACHED GARAGES ALLOWED FOR PROPERTIES TWO (2) ACRES OR GREATER IN SIZE TO SEVENTY-FIVE PERCENT (75%) OF THE TOTAL SQUARE-FOOTAGE OF THE PRINCIPAL STRUCTURE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the City of Ormond Beach *Land Development Code* to amend the principal structure definition and Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o) of the City of Ormond Beach *Land Development Code* to amend the maximum size of detached garages allowed for properties two (2) acres or greater in size to seventy-five percent (75%) of the total square-footage of the principal structure; and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 9, 2025 on the requested amendment and has made recommendations thereon to the City Commission; and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with; and

WHEREAS, for the purposes of this Ordinance, underlined type constitute additions to the original text and ~~striketrough~~ shall constitute deletions to the original text; and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-22, Definition of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code*, is hereby amended to the following:

*Primary wellfield protection zone *** No change to existing text****

Principal structure means any structure that is occupied by a principal use as defined in this Land Development Code. The principal structure shall include all square footage enclosed by four (4) walls, including the garage. The principal structure area shall not include screen porches or patios.

*Principal use *** No change to balance of existing text****

SECTION TWO. Section 2-50, Accessory Uses, Subsection (o), Garages, of Article III, General Regulations, of Chapter 2, District and General Regulations of the City of Ormond Beach *Land Development Code*, is hereby amended to the following:

(o) Garages. All single-family residences are required to have a garage or carport structure. No garage may be enclosed for additional living area unless an additional garage or carport is constructed or presently exists on the subject property.

(1) *Attached garages.* *** No change to existing text***

(2) *Detached garages.* Detached garages are permitted in residential zoning districts under the following conditions:

a. Maximum size of detached garage:

1. Properties 1.99 acres and less: The detached garage may not exceed fifty percent (50%) of the total square footage of the principal structure.

2. Properties 2.00 acres and larger: The detached garage may not exceed seventy-five percent (75%) of the total square footage of the principal structure.

b. The building setbacks of the detached garage shall conform to the principal building setbacks of the zoning district.

c. Garages that provide an accessory apartment shall be required to meet all the requirements contained in subsection (b) of this section.

d. Architectural standards. *** 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 18th day of November 2025.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of December 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

Land Development Code (LDC) Amendment Detached Garages

PLANNING BOARD DATE:	October 9, 2025
TENTATIVE CITY COMMISSION DATES:	November 18, 2025 (1 st Reading) December 2, 2025 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2025-000203
SUBJECT:	Land Development Code amendments: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; and Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory uses, Subsection (o), Garages
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an application for an administrative amendment to **(1)** Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and **(2)** Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

SECTION 2, BACKGROUND: Section 2-50(o) of the Land Development Code contains the regulations for detached garages within residential zoning districts. At the August 3, 2025 City Commission meeting, Commissioner Briley requested an amendment to the detached garage regulations to allow for larger detached garages on properties over two (2) acres based upon the larger parcel size. The City Commission concurred with the requested Land Development Code amendment and directed staff to draft an amendment.

Section 2-50(o) of the Land Development Code contains a maximum size allowance of fifty (50%) percent of the total square footage of the principal structure. The percentage

limitation was developed in the early 2000s as the city experienced the development of garages that were larger than the principal single-family structures. The principal structure is calculated as the total square footage of the house that has four walls, including the air-conditioned living space and garages. Open screen rooms and patios do not count towards the overall square footage of the principal structure for the square footage calculations for detached garages. Section 2-50(o) of the Land Development Code also requires that detached garages meet principal building setbacks.

SECTION 3, ANALYSIS: The purpose of the Land Development Code amendment is to (1) better define the term principal structure and (2) allow larger detached garage structures on properties two (2) acres and greater. The underlined text is an addition to the original text, and the ~~strike-through~~ text represents the deleted text of the amendment.

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words

*Primary wellfield protection zone *** No change to existing text****

Principal structure means any structure that is occupied by a principal use as defined in this Land Development Code. The principal structure shall include all square footage enclosed by four (4) walls, including the garage. The principal structure area shall not include screen porches or patios.

*Principal use... *** No change to balance of existing text****

Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages

(o) *Garages.* All single-family residences are required to have a garage or carport structure. No garage may be enclosed for additional living area unless an additional garage or carport is constructed or presently exists on the subject property.

(1) *Attached garages.* *** No change to existing text***

(2) *Detached garages.* Detached garages are permitted in residential zoning districts under the following conditions:

a. Maximum size of detached garage:

1. Properties 1.99 acres and less: The detached garage may not exceed fifty percent (50%) of the total square footage of the principal structure.

2. Properties 2.00 acres and larger: The detached garage may not exceed one hundred percent (100%) of the total square footage of the principal structure.

b. The building setbacks of the detached garage shall conform to the principal building setbacks of the zoning district.

c. Garages that provide an accessory apartment shall be required to meet all the requirements contained in subsection (b) of this section.

d. Architectural standards. *** No change to existing text***

Key points of the amendments include:

1. The amendment expands the definition of principal structure.
2. The square-foot allowance for properties 1.99 acres and less remains unchanged.
3. The City Commission direction did not specify the maximum allowance of the detached garage structure. If there is a desire for a percentage other than 100% of the principal structure for the detached garage for lots properties (2) acres and greater, an amendment would be needed.
4. Sheds that are over 150 square feet are classified as garages within the Land Development Code and are required to meet the regulations of Section 2-50(o) of the Land Development Code.
5. Carports are a hard-roof structure with unenclosed walls and are permitted under a separate subsection of Section 2-50 of the Land Development Code and do not have size requirements.
6. Properties in large lot residential zoning districts, REA, Rural Estate and Agriculture and SR, Suburban Residential, with five (5) acres or greater, are allowed agricultural uses, and accessory structures used for agricultural purposes. These structures are not governed under Section 2-50(o) of the Land Development Code.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires certain criteria that must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

No development is proposed as part of the proposed amendment. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. The amendment also expands the definition of principal structure. The amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, nor will it adversely affect 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.**

This proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. Any accessory structures will require a building permit and be reviewed for Building and Land Development Code compliance at time of permit review.

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 impact 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 to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. 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 to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. The amendment also expands the definition of principal structure.

8. The proposed development provides for the safety of occupants and visitors.

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. This is an administrative amendment to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure. The amendment also expands the definition of principal structure.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: The City Commission has requested a review of detached garages on properties that are two (2) acres or greater. It is recommended that the Planning Board provide a recommendation for a Land Development Code amendment for **(1)** Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words to amend the definition for principal structure, and **(2)** Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square footage of the principal structure as provided below:

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words

*Primary wellfield protection zone *** No change to existing text****

Principal structure means any structure that is occupied by a principal use as defined in this Land Development Code. The principal structure shall include all square footage enclosed by four (4) walls, including the garage. The principal structure area shall not include screen porches or patios.

*Principal use *** No change to balance of existing text****

Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Garages

- (o) *Garages.* All single-family residences are required to have a garage or carport structure. No garage may be enclosed for additional living area unless an additional garage or carport is constructed or presently exists on the subject property.

-
- (1) *Attached garages. *** No change to existing text****
- (2) *Detached garages.* Detached garages are permitted in residential zoning districts under the following conditions:
- a. Maximum size of detached garage:
 - 1. Properties 1.99 acres and less: The detached garage may not exceed fifty percent (50%) of the total square footage of the principal structure.
 - 2. Properties 2.00 acres and larger: The detached garage may not exceed one hundred percent (100%) of the total square footage of the principal structure.
 - b. The building setbacks of the detached garage shall conform to the principal building setbacks of the zoning district.
 - c. Garages that provide an accessory apartment shall be required to meet all the requirements contained in subsection (b) of this section.
 - d. Architectural standards. **** No change to existing text****

Planning Board minutes from October 9, 2025

ITEM:

PZ-2025-203

Detached Garages, Section 2-50
Land Development Code Amendment

Recommended for Approval (5-2)

time he was on the security control and walked around the property and only noticed a little water when there were heavy rains that puddled in the parking lot. The retention pond to the south is dry most of the time, he said.

Chairman Thomas concluded with comments on fencing types and said that he feels that white vinyl-fences get discolored and are not as sturdy, and there have been differences of opinion regarding the costs of masonry walls but has not voted against a project because of vinyl fencing.

Mr. Galloway inquired about thoughts on wrought-iron fencing instead. Chairman Thomas responded that he favors concrete block with stucco, but that he is not overly concerned with this application due to the intense vegetation between the residents.

Mr. Railsback motioned to approve PZ-2025-129, First United Methodist Church, Special Exception. Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

B. PZ-2025-202, Design Standards, Section 2-42, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for an administrative amendment to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-42, Design Standards of the Land Development Code to amend building design standards to be consistent with Section 163.3202, Florida Statutes, regarding residential building design elements. He continued that Section 2-42 contains residential design standards for single-family homes, Section 163.3202 Florida Statutes preempts building design standards for single-family structures and expressed how amendments make this section consistent with Florida Statutes.

Board Questions

Mr. Jorczak asked if community changes already evaluated and implemented for the City of Ormond Beach, can remain due to past board efforts. Mr. Spraker replied that the LDC must be consistent with state statutes. He further explained that in a Planned Development architectural standards can be negotiated but how design standards cannot be applied on a single-family property.

Mr. Scudiero motioned to approve PZ-2025-202, Design Standards, Section 2-42, Land Development Code Amendment, to be consistent with state statutes. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).

C. PZ-2025-203, Detached Garages, Section 2-50, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code (LDC) to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code (LDC) to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

Mr. Spraker stated that there is a City Commission directive for an LDC amendment to look at how properties are treated with having two acres and greater related to a detached garage. The current LDC limits detached garages to fifty percent (50%) of the principal building. An example was given with a 2,000-square-foot principal house, you could have a 1,000-square-foot-detached garage. If a property owner has two acres or greater in any residential zoning district, the detached garage could be up to 100 percent the square footage of the principal residence. Example; 2,000-square-foot house is allowed a 2,000-square-foot garage if the property is two acres or greater.

Mr. Spraker stated that the genesis of the detached garage standards came out in the early 2000's when the garages were noticeably bigger than single-family houses. The argument for this amendment is if someone has a larger property, they should be able to have a larger detached garage.

Mr. Spraker added that City Commission did not give a percentage, therefore if one hundred percent (100%) is not agreed upon, it can be amended by the Board. He mentioned that in the agricultural REA zoning district, they are able to have barns and accessory structures related to agricultural uses, which are not bound by detached garages, different than the subject at hand.

Board Questions

Mr. Galloway asked if he had one hundred acres and was in an agricultural zoning district, if he could build the largest barn that he wanted. Mr. Spraker confirmed that is correct and would have to have agricultural zoning and have a function justifying the agricultural use. If in the REA zoning district, which allows agricultural uses, accessory structures are allowed that are needed to serve that type of property, not bound by the detached garage limitation.

Chairman Thomas asked the restrictions on a two-acre of non-developable lot, located along the Halifax or Tomoka River, backed up to a conservation area with a limited setback line, with a 4,000-square-foot home on it, can put a 2,000-square-foot garage. Mr. Spraker replied that wetlands could be included in the property acreage and if the structure could not physically fit on the property, a variance would have to be sought or would have to put a structure on it that fits into the property. He added that a 4,000-square-foot garage could be built in this example.

Mr. Gentry remarked that he would be more comfortable with leaving it at the fifty percent (50%).

Mr. Galloway delivered examples, referencing how some people may want to build smaller houses or downsize, with 2-3-4-car garages and have more land for recreational equipment and vehicles, and some that are moving to acreage, out of a 3,700-square-foot house, moving into a 2,200-2,250-square-foot house where they have 4- car garages and store their RV equipment offsite. He added some may have garages larger than their house because of all of their toys.

Mr. Gentry commented that if it were still at fifty percent (50%), they could ask for a Special Exception.

Mr. Spraker confirmed that it is not a dimensional standard that the Board of Adjustments and Appeals can waive. The only way to alter the fifty percent (50%) regulation is through this Land Development Code process. He added that a Land

Development Code amendment is not a hardship-based application. It has to be an LDC amendment versus a variance.

Mr. Galloway inquired about detached garages, connected by a covered walkway, if it counted as a detached garage, and how the city considers it. Mr. Spraker answered that it is not attached unless there are four walls that encompass both buildings. A covered walkway is a detached structure as far as square-footage.

Chairman Thomas brought it back up to the Board for discussion and entertained a motion.

Mr. Railsback motioned to approve PZ-2025-203, Detached Garages, Section 2-50, Land Development Code Amendment. Ms. Shull seconded it. Vote was called, and the motion was approved, with Mr. Gentry and Mr. Galloway in opposition (5-2).

Chairman Thomas brought it back up to the Board for discussion.

Board discussion ensued on the topic.

It was confirmed that the item and motion is in reference to any property that is over two acres or greater, and that for any properties 1.99 or less than two acres, the percentage would be fifty percent (50%) of the total square footage of the principal structure.

Mr. Scudiero remarked that he would like to stick with what is presented and implement the proposed changes, as the motion was made. He added that if it were to ever get to the point where a five- or ten-acre property owner wants a garage two or three times the size of the principal structure, that it could happen and it could be revisited then.

VIII. PUBLIC COMMENTS

In response to an inquiry by Mr. Jorczak, Sergeant Josh DeLong, Ormond Beach Police Department, commented on the U.S. Highway 1 and Granada Boulevard traffic light timing issue and explained that the Ormond Beach Police Department is also looking into it with the Volusia County Traffic Engineering Department. It is a controller issue within the traffic control box, according to Sergeant DeLong. Another concern is the intersection at S. Halifax Drive and Granada Boulevard/State Road 40, with the same issue. It was further discussed amongst the Board and Sergeant DeLong that Tymber Creek is also having similar issues with the timing cycles.

Commission Harold Briley spoke on the traffic light timing signal issues and explained the loop systems short-cycling problems.

IX. OTHER BUSINESS

A. 2026 Planning Board Calendar

Mr. Spraker brought attention to the 2026 Planning Board calendar, pointing out that there is no July meeting planned and inquiring if the Board is interested in moving January and February 2026 meeting dates. The January meeting fell on January 8th, and it was offered to move due to the holidays. The February 12th meeting falls on Daytona Beach Race Week.

January 15th was suggested for the January meeting date revision.



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-36

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE PRINCIPAL STRUCTURE DEFINITION AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (O) GARAGES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO AMEND THE MAXIMUM SIZE OF DETACHED GARAGES ALLOWED FOR PROPERTIES TWO (2) ACRES OR GREATER IN SIZE TO SEVENTY-FIVE PERCENT (75%) OF THE TOTAL SQUARE-FOOTAGE OF THE PRINCIPAL STRUCTURE; 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 an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an application for an administrative amendment to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code to amend the definition for principal structure and (2) Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, Subsection (o), Garages of the Land Development Code to amend the maximum size of detached garages for properties two (2) acres or greater in size to one hundred percent (100%) of the total square-footage of the principal structure.

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 in newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	8.C.
Section	PUBLIC HEARINGS	Category	Public Hearing - Ordinances
Subject	Comprehensive Plan Amendments, Comprehensive Plan 2045 Update, Readoption		
Recommended Action	The Planning Board recommended to RESCIND Ordinance 2025-17 and APPROVE the proposed Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request to rescind Ordinance 2025-17 and readopt Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights based on comments from Florida Commerce.

On August 19, 2025, the City Commission adopted Ordinance 2025-17, which adopted the Comprehensive Plan 2045 update. On October 17, 2025, Florida Commerce issued a null and void letter identifying Policy 1.6.4. of the Transportation Element as more restrictive and burdensome and Policy 1.1.9. of the Housing Element as potentially more restrictive and burdensome based on Senate Bill 180.

The Comprehensive Plan amendments in the attached Ordinance are the same as Ordinance 2025-17, except for the removal of the two Policies identified as more restrictive and burdensome by Florida Commerce. The changes are as follows:

POLICY 1.6.4. of the Transportation Element (underlined type constitutes additions to the

original text and ~~strikethrough~~ constitutes deletions to the original text)

~~Where d) Development proposals that are consistent with the City's Future Land Use Map (FLUM) in terms of both land use type and density or intensity and located along the Multi-Modal Corridors where current and projected 2017 level of service standards are currently met, shall implement the following strategies will be implemented:~~

1. Access management;
2. Bike facilities; and
3. Sidewalk connectivity.

Subsection (d) was included in Ordinance 2025-17 and is not included in the amended Ordinance.

~~d) On or off site transit facility improvements as recommended by Votran.~~

POLICY 1.1.9. of the Housing Element (~~strikethrough~~ text constitutes deletions to the original text)

This proposed Policy was included in Ordinance 2025-17 and is not included in the amended Ordinance. The Policy stated in Ordinance 2025-17:

~~The city shall maintain and consistently review the permitting process that facilitates the private sector housing production.~~

The Planning Board reviewed the proposed Comprehensive Plan amendments on November 13, 2025, and recommended approval. No other Goals, Objectives, or Policies have been changed. If approved by the City Commission, the Ordinance would be transmitted back to FloridaCommerce for review.

The Planning Board reviewed the proposed amendments and recommended approval to the City Commission.

Financial Impact

None

Citizen Impact

State law requires an Evaluation and Appraisal Report for the Comprehensive Plan. The proposed amendments have been discussed at multiple amendments with several changes directly from citizen input. No citizen impacts are expected from the amendments.

Attachments

1. 25-37 Planning - Comprehensive Plan 2045 - Update Readoption (P25-0167G)
2. Exhibit A, Cover
3. Exhibit A, Comprehensive 2045 READOPTION
4. PB Staff Report, Comprehensive Plan 2045 READOPTION
5. Data and Analysis, Attachments 2-10 to Staff Report
6. 11.13.2025, Draft Planning Board minutes, Comp Plan 2045 Readoption
7. Ordinance BIE, Comprehensive Plan 2045 update, READOPTION

ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF ORMOND BEACH IN ITS ENTIRETY PURSUANT TO CHAPTER 163, FLORIDA STATUTES; RESCINDING ORDINANCE 2025-17; ADOPTING COMPREHENSIVE PLAN 2045 AMENDMENTS BASED UPON COMMENTS RECEIVED FROM FLORIDACOMMERCE, INCLUDING AMENDMENTS TO THE PLAN ADMINISTRATION, FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, UTILITIES ELEMENT, CONSERVATION ELEMENT, COASTAL MANAGEMENT ELEMENT, HOUSING ELEMENT, RECREATION AND OPEN SPACE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CULTURAL AND HISTORICAL RESOURCES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF COPIES OF THE AMENDMENTS TO THE FLORIDACOMMERCE; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 90-36, the City Commission adopted the *City of Ormond Beach Comprehensive Plan* (“*Comprehensive Plan*”) in accordance with applicable law, now known as the Growth Policy Act (Chapter 163, Part II, *Florida Statutes*), which *Comprehensive Plan* has been subsequently amended; and

WHEREAS, Section 163.3191, *Florida Statutes*, requires local governments to evaluate their Comprehensive Plans periodically to determine if plan amendments are necessary; and

WHEREAS, on May 23, 2024 the Planning Director provided a letter to the FloridaCommerce confirming that the City would perform a review of the *Comprehensive Plan* and necessary amendments as part of an Evaluation and Appraisal Report of each of the *Comprehensive Plan* elements; and

WHEREAS, on April 15, 2025, the City Commission passed on first reading Ordinance 2025-17 to transmit the Comprehensive Plan 2045 update to the Volusia Growth Management Commission and state agencies; and

WHEREAS, on May 27, 2025, the Volusia Growth Management Commission issued a Certificate of Consistency with no objections from any other governmental entity; and

WHEREAS, on June 23, 2025, the city received the FloridaCommerce review letter. The review letter noted one comment (not an objection) from the Department of Environmental Protection regarding the conversion of a septic system to central sanitary sewer service. During the review process, St. Johns River Water Management District staff requested that Policy 5.1.19 of the Utilities Element not be deleted; and

WHEREAS, on August 19, 2025, ordinance 2025-17 was adopted by the City Commission. Within the adoption packet was a summary of the amendments, including how the Department of Environmental Protection's comment and the St. Johns River Water Management District's request were addressed; and

WHEREAS, on September 2, 2025, FloridaCommerce provided a letter stating that the amendment package appears to be complete and that a Notice of Intent was due on October 17, 2025; and

WHEREAS, on October 17, 2025, FloridaCommerce issued a null and void letter identifying Policy 1.6.4. of the Transportation Element was more restrictive and burdensome and Policy 1.1.9. of the Housing Element as potentially more restrictive and burdensome based on Senate Bill 180; and

WHEREAS, in order to delete a portion of Policy 1.6.4. of the Transportation Element and Policy 1.1.9. of the Housing Element, Ordinance 2025-17 is required to be rescinded and the Comprehensive Plan 2045 amendments readopted; and

WHEREAS, the data and analysis for the Comprehensive Plan 2045 amendments remain unchanged; and

WHEREAS, public input has been sought on the *Comprehensive Plan* 2045 update through community engagement meetings, a survey, project webpages, and advisory board reviews of the *Comprehensive Plan* elements; and

WHEREAS, the proposed amendments to the *Comprehensive Plan* have been reviewed by the Historic Landmark Preservation Board, Quality of Life Advisory Board, Leisure Services Advisory Board and the Planning Board; and

WHEREAS, on November 13, 2025 the Planning Board serving as the local planning agency, conducted a public meeting with due public notice on the *Comprehensive Plan* amendments, and recommended approval thereof; and

WHEREAS, the City Commission has duly conducted a public hearing adopting the requested *Comprehensive Plan* amendments, as described in §163.3184(4)(e)(1) and (11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the *Comprehensive Plan* amendments will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to Section 163.3177, *Florida Statutes*; and

WHEREAS, the *Comprehensive Plan* amendments are attached to this Ordinance as Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, for the purposes of this Ordinance, underlined type constitute additions to the original text and ~~striketrough~~ shall constitute deletions to the original text; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. Ordinance 2025-17 is rescinded based upon the letter from FloridaCommerce dated October 17, 2025 identifying Policy 1.6.4. of the Transportation Element is more restrictive and burdensome and Policy 1.1.9. of the Housing Element is potentially more restrictive and burdensome based on Senate Bill 180.

SECTION THREE. The *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text, figures, and map amendments to the Plan Administration, Future Land Use Element, Transportation Element, Utilities Element, Conservation Element, Coastal Management Element, Housing Element, Recreation and Open Space Element, Capital Improvements Element, Intergovernmental Coordination Element, Cultural and Historical Resources Element, Public

School Facilities Element, and Property Rights Element, as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION THREE. In order to make the *City of Ormond Beach Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the *City of Ormond Beach Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendment within ten (10) days after the first reading of this Ordinance to the FloridaCommerce.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION SEVEN. The effective date of this plan amendment, if the amendment is not timely challenged, shall go into effect pursuant to the state land planning agency’s notice of intent. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this

amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED UPON at the first reading of the City Commission, this 2nd day of December, 2025.

PASSED UPON at the second and final reading of the City Commission, this 16th day of December, 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT “A”

Ormond Beach Comprehensive Plan 2045 Update



Ormond Beach



Comprehensive Plan Update 2045



~~YEAR 2025~~ ~~COMPREHENSIVE PLAN~~



~~CITY OF ORMOND BEACH, FLORIDA~~

~~Adopted December 7, 2010, as amended~~

YEAR 20245 COMPREHENSIVE PLAN



INTRODUCTION PLAN ADMINISTRATION

FUTURE LAND USE ELEMENT

TRANSPORTATION ELEMENT

UTILITIES ELEMENT

CONSERVATION ELEMENT

COASTAL MANAGEMENT ELEMENT

HOUSING ELEMENT

~~RECREATION & OPEN SPACE ELEMENT~~

PARKS AND RECREATION ELEMENT

CAPITAL IMPROVEMENTS ELEMENT

INTERGOVERNMENTAL COORDINATION ELEMENT

CULTURAL AND HISTORICAL RESOURCES ELEMENT

PUBLIC SCHOOLS FACILITIES ELEMENT

PROPERTY RIGHTS ELEMENT

NEW PAGE ADDED



PLAN ADMINISTRATION





INTRODUCTION
PLAN ADMINISTRATION

TABLE OF CONTENTS

INTRODUCTION2

A. PLAN INTERPRETATION2

B. PLAN AMENDMENTS.....4

C. RIGHT TO CHALLENGE DEVELOPMENT ORDER CONSISTENCY WITH
COMPREHENSIVE PLAN6

ACRONYMS AND ABBREVIATIONS7

DEFINITIONS OF TERMS AND WORDS10



INTRODUCTION

This Chapter sets forth the guidelines and criteria for administering the Ormond Beach Comprehensive Plan. Proper Plan administration requires the establishment of procedures to ensure that the Plan provides for a means of Plan interpretation, Plan interpretation appeals, and Plan amendment.

A. PLAN INTERPRETATION

It is the responsibility of the Planning Department Director (hereinafter referred to as the Director) to interpret the Comprehensive Plan and its application to public and private land and to activities permitted thereon. Plan interpretations are to be based on the applicable text, maps, figures and tables within the adopted Comprehensive Plan along with the support documentation developed to support the Comprehensive Plan. Plan interpretations shall be based upon the following guidelines:

1. Use and Status of Support Documentation – The City’s supporting data and analysis establishes the base data compiled to support the Comprehensive Plan. The support documentation is not adopted as part of the Plan but may be used in any review, interpretation and update of the adopted Comprehensive Plan. The support documentation may be updated periodically and portions may be incorporated as a Plan amendment if deemed appropriate.
2. Interpretation of Conflicts – Conflicts shall be judged under the following guidelines:
 - a. In the event of any difference of meaning or implication between the text of the Plan and any caption, illustration, summary table, or illustrative table, the text shall control.
 - b. In the event of an apparent conflict between the Future Land Use Map and any other map or figure in the adopted Comprehensive Plan, the Future Land Use Map shall control.
 - c. In the event of an apparent conflict between Plan goals, objectives and policies or any other portion of the Plan text, the Plan goals, objectives and policies shall control.
3. Interpretation of Undefined Terms – Terms not otherwise defined herein shall be interpreted first by reference to the relevant provisions of the Local Government Comprehensive Planning and Land Development Regulation Act Part II, Chapter 163 F.S. Florida Statutes, or other relevant and appropriate State Statutes or Administrative Rules if specifically defined therein; secondly, by reference to generally accepted planning or otherwise professional terminology if technical; and otherwise according to the latest edition of Webster’s New Collegiate Dictionary.



4. Administrative Interpretations – It is the responsibility of the Director to make Comprehensive Plan administrative interpretations. Applications for an administrative interpretation together with the appropriate fee as may be required by resolution of the City Commission shall be filed with the Director. Administrative interpretations may be required as a result of one of the following actions:

- a. Failure to obtain a Comprehensive Plan consistency finding based on submission of a building permit, or subdivision or site plan application:

In the event a building permit, or subdivision or site plan application is found inconsistent with the Plan, the application may be forwarded to the Director for an administrative interpretation. The building permit, or subdivision or site plan application shall serve as the application for an administrative interpretation.

- b. Request for interpretation of land use designation boundaries:

Written requests are required for administrative interpretations related to land use designation boundaries. The request shall include a legal description of the parcel(s) and depending on the circumstance a current survey may be required. The applicant may submit additional materials that he feels supports his application and the Director may ask for additional information to explain said request.

- c. Any other action that would require a Comprehensive Plan interpretation.

Any affected party may make application for an administrative interpretation of the Comprehensive Plan. The application would be for a set of circumstances not covered under one of the aforementioned interpretations. Specifically, the application shall include a written statement which clearly identifies the section or sections of the Plan for which an interpretation is required along with references to text, maps, figures and support document(s) which the applicant feels supports the application.

5. Administrative Interpretation of Plan Consistency and its Relationship to the Concurrency Provisions of the Capital Improvements Element – An administrative interpretation resulting in a determination of consistency does not constitute a determination of concurrency, which is a separate determination that is subject to Article 7, Concurrency Management, of the City Land Development Code and the concurrency provisions of the Comprehensive Plan's Capital Improvements Element.
6. Appeal of an Administrative Interpretation – Any administrative interpretation made by the Director under the provisions of this Chapter may be appealed to the City Commission. Appeals may be initiated by any person aggrieved, or by any officer, board, department or agency of City Government. An appeal shall be submitted within 10 days after rendition of the interpretation by filing with the Director and with the Legal Department, a written Notice of Appeal specifying its grounds



together with the appropriate fee, as may be required by resolution of the City Commission. The appeal shall be submitted on a form prescribed by the Director. Upon receipt of the Notice of Appeal, the Director shall transmit to the City Commission all documents, plans, papers, minutes, applications, recommendations or other materials relating to the appealed decision. In its deliberations, the City Commission shall decide that the interpretation of the Director is either consistent or inconsistent with the Comprehensive Plan and then shall direct the disposition of the appeal. In lieu of a consistency/inconsistency ruling, the Commission may determine that the scope of the appeal goes beyond a simple interpretation of the Plan and deals with a substantive issue affecting City policy. Having made such a determination, the City Commission may then refer the application to the Planning Board. The Board shall review the appeal to determine its policy implications and recommend whether or not the appeal would constitute a Comprehensive Plan amendment.

7. Recourses to Decisions of the City Commission – Any City Commission decision on an administrative interpretation may be appealed by an aggrieved person, to the Circuit Court for review by certiorari, within 30 days after the rendition of the City Commission decision. The aggrieved person shall notify all interested persons as required by law and shall have established a record before the City Commission during its hearing on the appeal.

B. PLAN AMENDMENTS

From time to time it will be necessary to amend the Comprehensive Plan to keep up with changing conditions, to comply with State mandated updates and evaluations, to achieve implementation of the Plan and to provide citizens and affected parties a means of recourse to participate in the City's Comprehensive Plan Program. All amendments to the Comprehensive Plan shall, as a minimum, comply with the advertising requirements as prescribed by Part II, Chapter 163 F.S. and by City Ordinance. Any action which requires that a change be made to any of the maps, text, figures, tables or charts and any other change having the effect of altering the use of land as prescribed by this Plan shall be deemed to require a Comprehensive Plan amendment. Plan amendments may be initiated by elected bodies, public agencies, appointed officials, advisory boards, public, semi-public or private utilities, individuals and groups, or any other affected person or combinations thereof.

1. Types of Comprehensive Plan Amendments – The Comprehensive Plan may be amended as a result of one of the following types of applications:
 - a. Mandated Amendment - an amendment required to comply with State laws and rules thereof. A mandated amendment would include court directed settlements in accord with State law.
 - b. Administrative Amendment – an amendment which is initiated by the City Commission through their own actions or acting on the advice or recommendation of the Planning Board, staff or other agency of government.



Development Amendment – an amendment which is initiated by the property owner or his authorized agent to change the Plan so that a particular development type or land use not otherwise consistent with the Plan, would become consistent following the adoption of the amendment. Applicants may be a single individual owning a single parcel or two or more individuals owning contiguous land areas. Applicants may also be an individual or groups of individuals owning 51% percent or more of the subject land area. Applicants may be private individuals sponsoring a residential, commercial, industrial or related use or a public agency sponsoring a public use amendment subject to the Comprehensive Plan.

- e. Small Scale Development Amendment – a Development Amendment that qualifies under the small-scale development amendment provisions of Part II, Chapter 163.3187(1)(c) F.S. and Section 3, below. ~~This Section exempts small-scale amendments from the two-a-year amendment limitations and provides for an accelerated review and adoption schedule.~~

2. Submission of an Application for a Comprehensive Plan Amendment –

- a. Mandated and Administrative Amendments shall not require a formal application, but shall be processed consistent with the amendment requirements of Part II, Chapter 163 F.S. and ~~Administrative Rule 9J-5~~. No fee is required for a Mandated or Administrative Plan Amendment.
- b. Development Amendment applications shall be submitted to the Planning Department on a form prescribed by the Director, together with the appropriate fee as may be required by resolution of the City Commission. Development Amendments may require a pre-application meeting. If required, the Planning Department will schedule the pre-application meeting and may invite other public agencies and representatives as appropriate to attend the meeting.

3. Notification Requirements of Small-Scale Development Amendments –

Small-Scale Development Amendments require the notification of adjacent property owners in the manner described herein:

For the purpose of a Small-Scale Amendment, adjoining property is intended to include property for which any portion of the boundary is contiguous to any portion of the boundary of the property encompassed by the proposed “Small-Scale Amendment” and which is not owned or leased by the individual(s) having ownership of the property encompassed by the proposed Small-Scale Amendment. In the case of an intervening easement or right-of-way, this term shall mean the property adjoining said easement or right-of-way which is not owned by the owner(s) of the property encompassed by the proposed Small-Scale Amendment. Where the proposed Small-Scale Amendment encompasses part of a larger property owned or leased by the same individual(s), the boundary of the larger property shall be used to determine the adjoining property(ies).



At least ten days prior to the Planning Board scheduled public hearing date, the ~~landowner, or his duly authorized agent,~~ City shall mail notice of the public hearing to the owner(s) of adjoining property. The latest ad valorem tax record shall be used to identify the name and address of the adjoining property owner(s).

Said notice, which is to be mailed by ~~certified regular-mail – return receipt requested,~~ shall set forth the time, day, place and purpose of the public hearing. ~~The Planning Department will provide the owner or his authorized agent with a notice form. The owner or his authorized agent shall acknowledge receipt of the notice form.~~

4. Processing of Plan Amendment Applications –

Upon the Director's determination that the application is complete, the Department shall prepare a staff report with all applicable exhibits, information and materials and schedule the application for a Planning Board hearing. The Planning Board shall consider the staff report and forward its recommendation on said Plan amendment to the City Commission. It shall be the responsibility of the City Commission to approve, approve with conditions, continue, or deny the Plan amendment. All Plan amendments must meet the requirements as set forth by Part II, Chapter 163, F.S. and Section 3 above, ~~for Small-Scale Amendment~~ and the applicable Rules of the Volusia Growth Management Commission. Plan amendments are not in effect until the Volusia Growth Management Commission makes a determination of consistency in accordance with their Rules and the Florida Department of Community Affairs determines that the Plan amendment is in compliance with Part II, Chapter 163 F.S. ~~and Administrative Rule 9J-5.~~

**€. RIGHT TO CHALLENGE DEVELOPMENT ORDER
CONSISTENCY WITH COMPREHENSIVE PLAN**

The right of any aggrieved or adversely affected party to bring action for injunctive or other relief against the City of Ormond Beach to prevent the City Commission from taking any action on a development order that is not consistent with the Comprehensive Plan shall be as set forth in Part II, Chapter 163.3215 F.S.



ACRONYMS AND ABBREVIATIONS

The following acronyms or abbreviations may be found in this Comprehensive Plan, when used, the acronyms or abbreviations shall have the following meaning:

<u>AAA</u>	<u>Adaptation Action Area</u>
<u>AC</u>	<u>Activity Center (land use classification)</u>
<u>ACS</u>	<u>American Community Survey</u>
<u>ADA</u>	<u>Americans with Disabilities Act</u>
<u>ADU</u>	<u>Accessory Dwelling Unit</u>
<u>ALF</u>	<u>Assisted Living Facility</u>
<u>AMI</u>	<u>Area Median Income</u>
<u>BEBR</u>	<u>University of Florida Bureau of Economic and Business Research</u>
<u>BFE</u>	<u>Base Flood Elevation</u>
<u>BLS</u>	<u>United States Bureau of Labor Statistics</u>
<u>BMP</u>	<u>Best Management Practices</u>
<u>CCCL</u>	<u>Coastal Construction Control Line</u>
<u>CDBG</u>	<u>Community Development Block Grant</u>
<u>CDD</u>	<u>Community Development District</u>
<u>CHHA</u>	<u>Coastal High Hazard Area</u>
<u>CIE</u>	<u>Capital Improvement Element</u>
<u>CITY</u>	<u>City of Ormond Beach</u>
<u>CIP</u>	<u>Capital Improvement Plan</u>
<u>COMP PLAN</u>	<u>City of Ormond Beach Comprehensive Plan</u>
<u>CMS</u>	<u>Concurrency Management System</u>
<u>COR</u>	<u>Constructed Oyster Reefs</u>
<u>COUNTY</u>	<u>Volusia County</u>
<u>CRA</u>	<u>Community Redevelopment Area</u>
<u>CRS</u>	<u>Community Rating System</u>
<u>CUP</u>	<u>Consumptive Use Permit</u>
<u>DEP</u>	<u>Department of Environmental Protection</u>
<u>DHR</u>	<u>Department of Historical Resources</u>
<u>DIA</u>	<u>Data Inventory and Analysis</u>
<u>DOD</u>	<u>Downtown Overlay District</u>
<u>DOH</u>	<u>Florida Department of Health</u>
<u>DRI</u>	<u>Development of Regional Impact</u>
<u>DU/AC</u>	<u>Dwelling Units per Gross Acre</u>
<u>DULA</u>	<u>Dense Urban Land Areas</u>
<u>ECFRPC</u>	<u>East Central Florida Regional Planning Council</u>
<u>ECO</u>	<u>Environmental Core Overlay</u>
<u>ELU</u>	<u>Equivalent Living Unit</u>



<u>ERU</u>	<u>Equivalent Residential Unit</u>
<u>FAA</u>	<u>Federal Aviation Administration</u>
<u>FAAQ</u>	<u>Florida Ambient Air Quality</u>
<u>FAC</u>	<u>Florida Administrative Code</u>
<u>FAR</u>	<u>Floor Area Ratio</u>
<u>FCC</u>	<u>Federal Communications Commission</u>
<u>FDEP</u>	<u>Florida Department of Environmental Protection</u>
<u>FDOT</u>	<u>Florida Department of Transportation</u>
<u>FDS</u>	<u>Florida Department of State</u>
<u>FEC</u>	<u>Florida East Coast Railway</u>
<u>FEMA</u>	<u>Federal Emergency Management Agency</u>
<u>FWCC</u>	<u>Florida Fish and Wildlife Conservation Commission</u>
<u>FGBC</u>	<u>Florida Green Building Coalition</u>
<u>FIHS</u>	<u>Florida Interstate Highway System</u>
<u>FIND</u>	<u>Florida Inland Navigation District</u>
<u>FIRM</u>	<u>Flood Insurance Rate Map</u>
<u>FISH</u>	<u>Florida Inventory of School Houses</u>
<u>FLC</u>	<u>Florida League of Cities</u>
<u>FLUCFCS</u>	<u>Florida Land Use, Cover, and Forms Classification System</u>
<u>FLUM</u>	<u>Future Land Use Map</u>
<u>FP&L</u>	<u>Florida Power and Light Corporation</u>
<u>FS</u>	<u>Florida Statutes</u>
<u>FTE</u>	<u>Full-Time Equivalent</u>
<u>FY</u>	<u>Fiscal Year</u>
<u>GBI</u>	<u>Green Building Initiative</u>
<u>GC</u>	<u>General Commercial (land use classification)</u>
<u>GHG</u>	<u>Greenhouse Gases</u>
<u>GIS</u>	<u>Geographic Information Systems</u>
<u>GPD</u>	<u>Gallons Per Day</u>
<u>GPM</u>	<u>Gallons Per Minute</u>
<u>GSI</u>	<u>Green Stormwater Infrastructure</u>
<u>HC</u>	<u>Heavy Commercial (land use classification)</u>
<u>HDR</u>	<u>High Density Residential (land use classification)</u>
<u>HLPB</u>	<u>Historic Landmark Preservation Board</u>
<u>HUD</u>	<u>United States Department of Housing and Urban Development</u>
<u>HVZ</u>	<u>Hurricane Vulnerability Zones</u>
<u>IA</u>	<u>Interlocal Agreement</u>
<u>IMP</u>	<u>Integrated Management Practices</u>
<u>ISBA</u>	<u>Interlocal Service Boundary Area/Agreement</u>
<u>LDC</u>	<u>City of Ormond Beach Land Development Code</u>



<u>LDR</u>	<u>Low Density Residential (land use classification)</u>
<u>LEED</u>	<u>Leadership in Energy and Environmental Design</u>
<u>LIC</u>	<u>Low Intensity Commercial (land use classification)</u>
<u>LID</u>	<u>Low Impact Development</u>
<u>LI/U</u>	<u>Light Industrial / Utilities (land use classification)</u>
<u>LOSS</u>	<u>Level-of-Service Standard</u>
<u>LPA</u>	<u>Local Planning Agency</u>
<u>LPRO</u>	<u>Low Pressure Reverse Osmosis</u>
<u>LRTP</u>	<u>Long Range Transportation Plan</u>
<u>MDR</u>	<u>Medium Density Residential (land use classification)</u>
<u>MS4</u>	<u>Municipal Separate Stormwater System</u>
<u>MSA</u>	<u>Metropolitan Statistical Area</u>
<u>MSA</u>	<u>Municipal Service Area</u>
<u>MSSW</u>	<u>Management and Storage of Surface Waters</u>
<u>NAICS</u>	<u>North American Industry Classification System</u>
<u>NFIP</u>	<u>National Flood Insurance Program</u>
<u>NHL</u>	<u>National Historic Landmark</u>
<u>NOAA</u>	<u>National Oceanic and Atmospheric Administration</u>
<u>NPDES</u>	<u>National Pollutant Discharge Elimination System</u>
<u>OFW</u>	<u>Outstanding Florida Waters</u>
<u>OS/C</u>	<u>Open Space/Conservation (land use classification)</u>
<u>PBD</u>	<u>Planned Business Development</u>
<u>PI</u>	<u>Public Institutional (land use classification)</u>
<u>PID</u>	<u>Planned Industrial Development</u>
<u>PMUD</u>	<u>Planned Mixed Use Development</u>
<u>PRD</u>	<u>Planned Residential Development</u>
<u>PSI</u>	<u>Pounds per Square Inch</u>
<u>REA</u>	<u>Rural Estate/Agriculture (land use classification)</u>
<u>ROR</u>	<u>Residential, Office, Retail (land use classification)</u>
<u>R/OS</u>	<u>Recreation/Open Space (land use classification)</u>
<u>ROW</u>	<u>Right-of-Way</u>
<u>RPC</u>	<u>Regional Planning Council, see also ECFRPC</u>
<u>RR</u>	<u>Rural Residential (land use classification)</u>
<u>SCADL</u>	<u>School Capacity Availability Determination Letter</u>
<u>SCS</u>	<u>United States Soil Conservation Service</u>
<u>SE</u>	<u>Special Environmental (zoning district classification)</u>
<u>SFHA</u>	<u>Special Flood Hazard Area</u>
<u>SHIP</u>	<u>State Housing Initiative Program</u>
<u>SIS</u>	<u>Florida's Strategic Intermodal System</u>



<u>SJRWMD</u>	<u>St. Johns River Water Management District</u>
<u>SLDR</u>	<u>Suburban Low Density Residential (land use classification)</u>
<u>SPRC</u>	<u>City of Ormond Beach Site Plan Review Committee</u>
<u>STPP</u>	<u>Sea Turtle Protection Plan</u>
<u>TC</u>	<u>Tourist Commercial (land use classification)</u>
<u>TCEA</u>	<u>Transportation Concurrency Exception Area</u>
<u>TDM</u>	<u>Transportation Demand Management</u>
<u>TIA</u>	<u>Transportation Impact Analysis</u>
<u>TIF</u>	<u>Tax Increment Financing</u>
<u>TMDL</u>	<u>Total Maximum Daily Loads</u>
<u>TMI</u>	<u>Transportation Management Initiative</u>
<u>TPO</u>	<u>Transportation Planning Organization</u>
<u>TSMO</u>	<u>Transportation System Management and Operations</u>
<u>UMAM</u>	<u>Uniform Mitigation Assessment Method</u>
<u>USACE</u>	<u>United States Army Corps of Engineers</u>
<u>USB</u>	<u>Urban Service Boundary</u>
<u>USDASCS</u>	<u>United States Department of Agriculture Soil Conservation Service</u>
<u>USFWS</u>	<u>United States Fish and Wildlife Service</u>
<u>USGBC</u>	<u>United States Green Building Council</u>
<u>VCARD</u>	<u>Volusia County Association for Responsible Development</u>
<u>VCEM</u>	<u>Volusia County Emergency Management</u>
<u>VCSB</u>	<u>Volusia County School Board</u>
<u>VGMC</u>	<u>Volusia Growth Management Commission</u>
<u>VLOG</u>	<u>Volusia League of Cities</u>
<u>VMT</u>	<u>Vehicle Miles Traveled</u>
<u>VOTRAN</u>	<u>Volusia County Public Transportation System</u>
<u>WAD</u>	<u>Wave Attenuation Device</u>
<u>WTP</u>	<u>Water Treatment Plants</u>

DEFINITIONS OF TERMS AND WORDS

The following words, terms and phrases, when used in this Comprehensive Plan, shall have the meanings ascribed to them in this section. All words not defined in this Comprehensive Plan shall carry their customary meaning as found in the City's Land Development Code or the most recent edition of Webster's New Collegiate Dictionary.

Abandon or abandonment of use or structure: to discontinue a use or structure for a period of six (6) continuous months, eighteen (18) months in a two-year (2) period or for a time period greater than specified by the City's Land Development Code without demonstrating intent to continue the use as indicated by the following: (1) Allowing business tax to lapse; (2) Removing utility meters; (3) Not maintaining structure in a habitable condition; (4) Not making unit available for occupation



(i.e., advertising or marketing through a realtor or other agent); and/or (5) Failure to perform actions pursuant to the terms of an active building permit.

Abandonment, street: to vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, and to renounce and disclaim any right of the public in and to any land in connection therewith.

Abutting or adjoining: having a common border with, or being separated from such common border by a right-of-way, alley or easement.

Accessible: describes a site, building, facility or portion thereof that complies with the Florida Accessibility Code.

Accessory dwelling unit: a subordinate habitable living unit that is created on a residential lot with a principal structure that is detached and provides for independent cooking, living, sanitation, and sleeping. Accessory dwelling units shall not be subdivided or otherwise subdivided in ownership from the primary residence.

Accessory use or structure: any use or detached structure customarily incidental and subordinate to the principal use or structure and located on the same lot containing such principal use or structure. Accessory uses or structures contribute to the comfort, convenience or necessity of the principal use or structure. The term "accessory use and structure" includes, but is not limited to, detached patios, swimming pools, tennis courts, barbecue pits, fireplaces, decorative or ornamental structures, air conditioner compressors, fuel storage tanks, utility buildings, fences, walls and the like. Accessory uses or structures are not allowed except in conjunction with an existing principal use.

Addition: a construction project physically connected to the exterior of a contributing property. For the purpose of floodplain management, the term "addition" means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls, is new construction.

Adequate school capacity: the circumstance where there is sufficient school capacity by school type, based on adopted level-of-service standards (LOSS), to timely accommodate the demand created by a proposed residential development.

Adult family care home: a full-time, family-type living arrangement, in a private home, under which a person or persons provide, for profit or not for profit, room, board and one (1) or more personal services, as appropriate for the level of functional impairment, for no more than five (5) frail elders or disabled adults as defined under Florida Statutes Section 429.65, who are not relatives.

Adverse impacts: any modifications, alterations or effects on a feature or characteristic of a natural resource such as a beach and dune area, designated species, community waters, wetlands, or upland vegetative community, including their quality, quantity, hydrodynamics, surface area, species composition, living resources, aesthetics or usefulness for human or natural uses which are or may potentially be harmful or injurious to human health, welfare, safety, or property, to biological productivity, diversity, or stability or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation. Any result of a development action, including the



secondary impacts of development, that would reduce, over time, the quantity or quality of a natural community, the population of a species, the habitat of a species or the significant attributes of other regionally significant resources covered by the City's Land Development Code.

Aesthetics: the science and philosophy of beauty.

Affordable housing: quality designed housing which is available to a household earning one hundred and twenty percent (120%) or less of area median income (adjusted for family size), which can be rented or purchased in the market without spending more than thirty percent (30%) of household income.

Agricultural uses, major: agricultural activities involving silviculture, apiaries, aviaries, pisciculture, the raising of livestock or worms, dairying, and kindred activities, hog farming, poultry farming and similar uses that may produce excessive noise, odor or dust.

Agricultural uses, minor: agricultural activities restricted primarily to the cultivation, production, processing, packaging and storage of crops, orchards, forage and pasture. These uses allow the sales of agricultural products, including hay and livestock grown or raised on the premises.

Agriculture: the cultivation of the soil primarily consistent with the standards of this article and secondarily consistent with best management practices for food products or any other useful or valuable growths of the field or garden; also, by extension farming, including any industry practiced by a cultivator of the soil in connection with such cultivation, as breeding and rearing of stock and dairying.

Airport: any area of land designed and set aside for the landing and takeoff of aircraft, including all necessary facilities for the housing and maintenance of aircraft.

Aisle: traffic circulation paths between vehicles or rows of parking stalls that allow access to individual stalls.

Alteration: any act or process, which changes one (1) or more of the exterior architectural features of a contributing property.

Alteration of a watercourse: a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Amendment: a change made to either a map or the text of this Comprehensive Plan in accordance with general law.

Animal: all nonhuman species of animal.

Apartment: a customarily renter occupied dwelling unit constructed as part of a group of three (3) or more dwelling units, having common utility service and maintenance furnished by the management.

Appeal: a request for a review of the Planning Director's interpretation of the Comprehensive Plan

Applicant: a landowner, developer, builder or other authorized person who files a petition for a development order and/or a development permit.



Aquatic preserves: an exceptional area of submerged lands and its associated waters and adjacent uplands set aside by the city, the county, the state or a federal agency for the purpose of leaving and maintaining the area in its natural or existing condition.

Aquifer: a geologic formation, group of formations, or part of a formation that contains sufficient saturated permeable material to yield useful quantities of groundwater to wells and springs.

Archaeological site: any site which contains prehistoric or historic artifacts, relics or structures which represent a particular culture, historic event or epoch and which is of local, regional, state or national significance.

Artificial drainage system: any canal, ditch, culvert, dike, storm sewer or other manmade facility, which tends to control the flow of surface water.

Artificial erosion: the loss or washing away of sand, sediment, or other material from riparian property caused by manmade projects and operations, which result in submerged lands formerly not covered by water.

Assisted living facility: any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one (1) or more personal services for a period exceeding twenty-four (24) hours to one (1) or more adults who are not relatives of the owner or administrator.

Backlogged roads: roads that operate below the adopted level-of-service, are not in the Florida Department of Transportation (FDOT) three-year (3) work program and are not constrained.

Base flood: the flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual-chance flood."

Base flood elevation (BFE): the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM).

Beach: that area of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves).

Best management practices: management practices accepted by the City and found in the most current edition: (1) Of the Silviculture Best Management Practices Manual, state department of agriculture and consumer services, division of forestry; (2) Of a Manual of Reference Management Practices for Agricultural Activities; (3) Of the Florida Development Manual, state department of environmental protection; or (4) As otherwise accepted and approved by the City Engineer and Chief Building Official.

Bicycle lane or bike lane: a portion of a roadway, or a lane adjacent to a roadway, which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicyclists.

Bicycle path: any road, path, or way that is designed and intended for use by pedestrian and bicycle travel, which motor vehicles are prohibited or controlled.



Buffer/bufferyard: a strip of land with natural or planted vegetation located between a use or structure and another use or structure to separate and, in some cases, partially or completely obstruct the view of two (2) abutting land uses or properties from each other, to mitigate incompatible impacts one (1) use or structure would otherwise place on another, or to create horizontal separation between uses to discourage encroachment of development impacts from one (1) use onto another use.

Buffer, perimeter: the reserved area along the boundary of a parcel in which landscaping, natural vegetation, and/or walls, fences or berms provide a separation for uses of differing type and intensity as well as providing an attractive boundary between parcels.

Buffer, roadway: the reserved area within and along the boundary of a parcel abutting road right-of-way in which such area is placed landscaping, preserved natural vegetation and/or walls, fences or berms that provide a separation of uses and adjacent roadway impacts and that create an aesthetic roadway corridor on which to travel.

Buffer, upland: an area of undisturbed or appropriately managed vegetation that surrounds wetlands and other natural communities, conservation area, a species and its habitat, or a significant regional resource that is utilized to minimize man-induced disturbances and adverse impacts, including the secondary impacts of development, from either interfering with the life history requirements of a species, or causing adverse changes in the plant or faunal species, or causing adverse changes in the plant or faunal species composition or quality of a natural community. The buffer also serves to create horizontal separation between such natural resources and impacts generated by adjacent uses or structures. The buffer includes canopy, understory and ground cover, which consist of preserved existing vegetation or planted native species in those areas where the buffer was significantly disturbed previously.

Buffering: the use of any manmade or natural materials or open space in any fashion designed to limit the effects of one (1) land use upon adjoining land uses, conservation areas, or natural resources.

Buildable area: the portion of a lot remaining after required yard and required open space and landscaped areas have been provided.

Building: any structure, either temporary or permanent, having a roof impervious to weather that encloses a space used for sheltering any occupancy.

Building height: See *Height, building*.

Building permit: an official document or certification issued by the building official authorizing performance of a specified activity.

Building, principal: a building in which the principal use conducted on the premises is situated.

Building setback line: the required minimum horizontal distance between the front, rear or side lines of the lot and the front, rear or side lines of the building.

Bulkhead line: a legally described line established in or along the Atlantic Ocean, a river, watercourse or other body of water, in order to fix and establish the maximum distance from the water within which property improvements may be permitted. The term "bulkhead line" includes the terms "seawall line" and "coastal construction setback line."



Capacity Enhancement Agreement: an agreement entered into by the City, the School Board and applicant for a Comprehensive Plan amendment or rezoning which increases residential densities in order for a Finding of Adequate School Capacity to be issued by the School District.

Carrying capacity: the maximum number of individuals that a given area can satisfactorily support based on the availability of food, shelter, breeding sites and other factors related to the life history requirements of a wildlife species.

Certificate of Concurrency (COC): a determination by the City that the facilities addressed under the concurrency system will be in place concurrent with the impacts of the development.

Certificate of Occupancy: a document prepared by the administrative official certifying that a specific development has been designed and constructed in a manner consistent with applicable terms of the City's Land Development Code and applicable building codes so long as uses associated with the development are carried out consistent with all applicable laws and ordinances.

Change of use: any change, modification or alteration of the use of any structure, lot, or building from one (1) defined principal use to another. In instances where the principal use is not defined, the defined use nearest to that of the specific use shall apply.

Child care: includes any child care center or child care arrangement which provides child care for more than five (5) children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit. Facilities that are not considered child care are further defined in the City's Land Development Code.

Clearing: the removal of trees, brush and other ground cover from the land by hand or mechanical means. The term "clearing" does not include sight trails necessary for the surveying of the subject parcel.

Cluster subdivision, single family dwelling: a subdivision in which lot sizes are reduced below the minimum required conventional single-family lot size to concentrate development density thereby creating additional common open space.

Coastal construction control line: that line established by F.A.C. rule as 62B-26.023. Such line generally identifies the landward extent of that portion of the beachdune system which is subject to severe fluctuations based upon a one hundred year (100-year) storm surge, storm waves or other predictable weather conditions, as established by the Department of Environmental Protection in accordance with F.S. § 161.053.

Coastal High Hazard Area (CHHA): that portion of the city within the "threat 'a' evacuation zone" category 1 storms, as identified in figure 1 of the Coastal Management Element.

Coastal planning area: the criteria for determining the boundaries of the coastal planning area; also known as the Adaptation Action Area (AAA) within the jurisdiction of the City of Ormond Beach are listed in Chapter 163.3177, F.S. Figure 2 of the Coastal Management Element displays the coastal area for the City.

Common areas/space: any part of a development designed and intended to be used in common by the owners, residents or tenants of a development.



Compact development: a planning term that seeks to use land efficiently through mixed use with existing infrastructure. The concept also aims to cluster residential lots to preserve land areas, including wetlands.

Comprehensive plan: the City of Ormond Beach Comprehensive Plan, as may hereinafter be amended and which was prepared and adopted pursuant to F.S. ch. 163, pt. II.

Concurrency: a state or condition where adequate capacity exists of certain public facilities and services as measured by adopted level-of-service standards and where such adequate capacity is available concurrent with the impacts of development. In addition, transportation facilities needed to serve new development shall be in place or under actual construction within three (3) years after the local government approves a building permit or its functional equivalent that results in traffic generation.

Concurrency Reservation Certificate (CRC): a certificate attesting that adequate capacity to provide necessary public facilities to meet concurrency requirements is currently available to meet the demands of the development subject to a certificate making such assurance to be issued with the building or site development permit.

Concurrency service area level-of-service standard (LOSS): the maximum acceptable percentage of school utilization determined by dividing the total number of students for all schools of each type in each CSA by the total number of permanent student stations for that type of school in each CSA.

Condominium: a single-family or multifamily dwelling unit separately owned and valued for property tax purposes, with common areas under group ownership and property taxes paid by a homeowners' association.

Cone of influence: for purposes of regulating development and land use under section 3-19 of the City's Land Development Code, public water supply wellfield protection, the area surrounding a pumping well operating continuously for at least a twenty-four-hour (24) duration within which the water table or potentiometric surfaces have been changed by more than one (1) foot due to groundwater withdrawal.

Conservation area: any area that has been set aside for environmental protection through conservation easements, dedicated open space or other legal mechanism.

Consistent: in accordance, in compliance, in agreement and to the same extent as.

Construction: the erection of an on-site improvement to a building, structure, or site located within a designated historic district, historic site, historic landmark or an archaeological site.

Consumptive use: any use of water, which reduces the supply from which it is withdrawn or diverted.

Contract: the agreement executed by the developer and the contractor for the performance of the work, or between the developer and the city for faithful performance, as indicated.

Contractor: the person with whom the developer has executed a contract for the performance of the work connected with a subdivision, or his legally authorized representative.



Crown of road: the elevation of the highest surface of street pavement within the right-of-way abutting the property or the elevation approved by the city engineer.

Cul-de-sac: a street terminated at the end by a vehicular turnaround.

Cultural and civic activities: activities typically performed by public or private not-for-profit entities for the promotion of a common cultural or civic objective such as historical, literary, scientific, musical, dramatic, artistic or similar objectives.

Demolish: to alter a structure in such manner as to render it unfit for use to such an extent that repair is not feasible or is so costly as to be economically prohibitive. Alterations within the scope of an approved building permit shall not be regarded as demolition as defined in this section.

Density: the total number of dwelling units per gross acre of land. For purposes of computing density allowances, the total amount of unbuildable area, including wetlands, retention ponds, and inaccessible areas shall not exceed ten percent (10%) of the gross acreage. Density, in turn relates to the total population load on the land in terms of families or persons per acre. In calculating maximum potential densities for any given parcel of property, such calculations shall be exclusive of that existing portion which is considered to be submerged lands.

Deposited or discharged: as pertains to hazardous materials, any spilling, leaking, seeping, pouring, emitting, emptying or dumping. The term "deposited" or "discharged" does not include the use of a hazardous material in accordance with its intended use as specified by the manufacturer.

Designated species (endangered or threatened species): includes those classified, by either the Florida Fish and Wildlife Conservation Commission or the U.S. Fish and Wildlife Service, as endangered, threatened or species of special concern, or those species actively being considered for such designation.

Detention: the collection and temporary storage of stormwater or surface water for subsequent discharge at a rate that is less than the rate of inflow.

Developer: any person who acts in his own behalf or as the agent of an owner of property and engages in development or the alteration of land or vegetation in preparation for construction activity.

Development activity or development: includes any of the following activities: (1) Construction, clearing, filling, excavating, grading, paving dredging, mining, drilling or otherwise significantly disturbing the soil of a site. (2) Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials. (3) Subdividing land into two (2) or more parcels. (4) A tree or vegetation removal for which authorization is required under the City's Land Development Code. (5) Erection of a sign for which authorization is required under the City's Land Development Code. (6) Alteration of a historic property for which authorization is required under the City's Land Development Code. (7) Changing the use of a site so that the need for parking is increased. (8) Construction, elimination or alternation of a driveway on a public street.

Development agreement: an agreement entered into between the city and a developer and property owner for the purpose of assuring the city that the property owner/developer shall provide required on-site and/or off-site improvements according to established schedules, meet development and



construction design conditions acceptable to the city, and establish developer commitments that demonstrate that the development meets or exceeds requirements set forth in the Land Development Code and the Comprehensive Plan. The term "development agreement" includes, but is not limited to, agreements authorized pursuant to the Florida Local Government Development Agreement Act (F.S. § 163.3220 et seq.) and F.S. § 380.032, both as may be amended from time to time.

Development order: any order granting, denying or granting with conditions an application for approval of a development project or activity.

Development permit: any official city document, which authorizes the commencement of construction or land alteration without need for further application and approval. Development permits include: all types of construction permits (plumbing, electrical, foundation, mechanical and so forth, in addition to the building permit itself), grading and clearing permits, tree removal permits, street graphic permits, etc.

Discharge, point of: the outflow of water from a project, site, aquifer, drainage basin or facility.

District: an area or areas of the city designated on the zoning map as being subject to the uniform regulations and requirements of a particular zoning category established in this chapter.

Dock: a fixed or floating structure, including moorings, used for the purpose of berthing buoyant vessels or other water-dependent recreational use.

Documentation: photographs, slides, maps, drawings, graphics, plans, factual written descriptions or legal records.

Drainage system, natural: watercourses or those wetlands which convey water to natural points of discharge or which store water.

Drainage systems (surface water or stormwater): all artificial stormwater control systems, facilities and structures including, but not limited to, basins, canals, conduits, channels, culverts, dams, impoundments, pipes, reservoirs, swales and other such works or natural features such as wetlands, creeks, rivers and lakes that provide collection, drainage, conveyance or other surface water management capabilities located inside publicly-owned rights-of-way or easements.

Dredging: excavation by any means in water or wetlands. The term "dredging" also means the excavation or creation of a water body.

Driveway: a paved area on a site used for ingress and egress of vehicles.

Dune: a mound or ridge of loose sediments, usually sand-sized, lying upland or landward of the beach or shore, and deposited by any natural or artificial means. The term "dune" may also include a beach ridge, dune ridge, chenier or similar topographic feature.

Dune, primary: the first natural or manmade mound or bluff of sand which is located landward of the beach which has substantial vegetation, height, continuity and configuration.

Dwelling, duplex: a building containing only two (2) dwelling units.

Dwelling, multiple-family: a building containing three (3) or more dwelling units.

Dwelling, quadraplex: a building containing four (4) dwelling units.



Dwelling, single-family detached: a building containing only one (1) dwelling unit that is entirely surrounded by open space and not attached to another dwelling unit's foundation or roof or joined at one (1) or more sides by a party wall or walls.

Dwelling, triplex: a building containing three (3) dwelling units.

Dwelling unit: a room or rooms connected together to form a separate and independent housekeeping establishment to be occupied by one (1) family and containing sleeping facilities, sanitary facilities and one (1) kitchen.

Dwelling unit, attached: a dwelling unit that is attached in any manner to another dwelling unit's foundation or roof or joined at one or more sides by a party wall or walls.

Easement: a grant to another party by a property owner of the right to use land for a specific purpose, such as, but not limited to, drainage or placement of utility lines, protection of conservation areas or the movement of vehicles or people.

Easement, conservation: a legal document consistent with F.S. § 704.06, executed by a property owner to ensure that the natural resource values of the property as identified therein are preserved and protected indefinitely. Easements may also be incorporated within a plat.

Engineer: a person professionally licensed by the state to practice engineering.

Environmentally sensitive land: shall include but is not limited to the following areas: (1) All areas of the City shown as "Open Space/Conservation" on the Future Land Use Map. (2) All areas proposed for acquisition for conservation (e.g., Conservation and Recreational Lands, Land and Water Conservation Fund, Volusia County Land Acquisition Trust Fund proposal sites). (3) Halifax River and adjacent lands including wetlands and vegetative buffers. (4) Tomoka River and adjacent lands including wetlands and vegetative buffers. (5) Intact sand dunes and beach. (6) All creeks or streams, adjacent lands including wetlands and vegetative buffers (e.g., Thompson's, Strickland, Groover, Priest, and Dodson's Creeks; Misner's Branch and the Little Tomoka River). (7) All floodways and flood prone areas. (8) Critical habitat areas for designated flora, fauna, and marine species. (9) Primary aquifer recharge areas. (10) Wellfield protection zones of influence associated with municipal wellfields. (11) Areas subject to erosion. (12) Tomoka Marsh Aquatic Preserve and the Tomoka River Manatee Sanctuary.

Equivalent living unit: a measure of consumption for impact fee calculations.

Erosion: the wearing away of land surface by the action of wind, water, gravity or any combination thereof.

Estuary: a semi-enclosed, naturally existing, coastal oriented body of water in which saltwater is naturally diluted by freshwater and which ultimately has an open connection with oceanic waters. The estuary in Ormond Beach includes, but is not limited to, the Halifax River, portions of the Tomoka River and its tributaries.

Evacuation routes: routes designated by the county civil defense authority or the local peacetime emergency plan as necessary for the movement of persons to safety in the event of a hurricane or coastal flood hazard.



Families, low- and moderate-income: lower income families as defined under the Section 8, Federal Assisted Housing Program, or families whose annual income does not exceed eighty percent (80%) of the median income of the area.

Family: one (1) or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage or adoption, no such family shall contain over four (4) persons. Domestic servants employed on the premises may be housed on the premises without being counted as a separate family or families. In addition, a related family may have up to two (2) unrelated individuals living with them.

Federal Emergency Management Agency (FEMA): the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fence or wall: a structure intended to separate or enclose or define space, basically freestanding, constructed of one (1) or more of materials such as wire, wood, stone, cement or brick, designed to be decorative or ornamental or to serve utilitarian purposes as to control ingress or egress of persons or animals. The term "fence" may include a hedge, wall or landscaped berm.

Filling: the depositing of any materials by any means into water, wetlands, floodplain or upland area.

Finding of available school capacity: a determination by the county school district that public school concurrency has been achieved, based on the projected impacts of a residential development. A finding of available school capacity may be based upon an executed proportionate share mitigation agreement.

Finding of no available school capacity: a determination by the county school district that public school concurrency has not been achieved, based on the projected impacts of a proposed residential development and the failure of the applicant to proffer an acceptable proportionate share mitigation agreement.

Florida Inventory of School Houses (FISH): an official inventory report of all county school district-owned facilities.

Flood or flooding: a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) The overflow of inland or tidal waters; and/or (2) The unusual and rapid accumulation of runoff or surface waters from any source.

Flood hazard area: the greater of the following two areas: (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year. (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Floodplain: any land area susceptible to being inundated by floodwaters from any source.

Floodplain manager: the office or position designated and charged with the administration and enforcement of the floodplain management and protection regulations of the City's Land Development Code, may be referred to as the floodplain administrator.

Floodplain, tidal: an area likely to flood or become inundated from water, which is subject to tidal action.



Floodway: the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water-surface elevation more than a designated height. The term "floodway" is synonymous with the term "regulatory floodway."

Floor area: the sum of the gross horizontal areas of all floors of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two (2) buildings, excluding attic areas with a head room of less than seven feet (7'), unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to air conditioning, ventilating or heating or other building machinery and equipment, vehicle parking structures, basement space, or porches, patios, breezeways, sunporches and other similar structural additions that are unenclosed or enclosed with screening. Where no exterior wall encloses a retail or other similar commercial use, such as outdoor dining areas, the floor area is measured from the perimeter or edge of the floor or as may otherwise be defined within the City's Land Development Code.

Floor area ratio: the extent of development of any lot, expressed as a ratio of the gross floor area of all buildings on the lot (or of all principal buildings on the lot if the ratio is so limited) to the total developable lot area.

Florida Building Code: the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Freeboard: a factor of safety, expressed in feet above a flood level which is applied for the purpose of floodplain management. Freeboard is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for a selected flood or floodway conditions.

Golf course/country club: a course of at least ten (10) acres devoted to the game of golf and does not include miniature golf or standalone driving ranges. Driving ranges may serve as an accessory use to a bona fide eighteen-hole (18) golf course.

Golf course, contoured: a golf facility contained on less than ten (10) acres and used for instruction and practice of the game of golf. Such facility includes practice driving ranges, putting greens, and or both.

Greenbelt and Gateway Preservation District: the preservation of large natural areas and vegetation leading into the city. Specific roadways are designated as greenbelt areas. Refer to greenbelt and gateway preservation districts in the City's Land Development Code for specific requirements.

Groundwater: water beneath the surface of the ground whether or not flowing through known and definite channels.

Group home: any building or part thereof whether operated for profit or not, which undertaken through its ownership or management to provide, for a period exceeding twenty-four (24) hours, services to individuals who require such services. The ownership or management must have obtained applicable licenses from the state to provide services rendered to resident occupants or



clients. The term "group home" includes individuals who are elderly, developmentally disabled, physically disabled or dependent children.

Habitat: the particular natural community or communities that typically supports a population of a particular plant or animal species.

Hazardous substances: any substances or materials in a quantity or form which, as determined by the city engineer or his designee, pose an unreasonable and imminent danger to the life, health or safety of persons or property or to the natural environment and shall include, but not be limited to, such substances as explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiologic (biologic) agents, flammables and corrosives; and hazardous wastes. Such materials and substances include, but are not limited to, the following: (1) Substances listed on the state substances list as set forth in F.A.C. 62-150.200, as amended. (2) 40 CFR 261, identification and listing of hazardous wastes, adopted May 19, 1980. (3) 40 CFR 302.4, table 302.4, list of hazardous substances and reportable quantities, as amended. (4) 40 CFR 355, appendices A and B, lists of extremely hazardous substances, as amended. (5) Any other hazardous or harmful substance, waste or material as so defined in any state or federal statute or regulation.

Hazardous substances storage system: any one (1) or combination of tanks, sumps, wet floors, waste treatment facilities, pipes, vaults or other portable or fixed containers used, or designed to be used, for the storage of hazardous substances at a facility.

Height, building: the vertical distance from finished grade to the highest finished roof surface in the case of flat roofs or the midpoint of the highest most continuous roofline between the eaves and ridge for gable, hip, and gambrel roofs, except that in no case shall any building exceed a maximum height of seventy-five (75) feet when measured from the average median lot elevation to the highest point of any structure and/or attached services.

Historic district: a geographically defined area possessing a significant concentration, linkage, or continuity of landmarks, improvements, or landscape features united by historic events or aesthetically by plan or physical development, and which area has been designated as a historic district by ordinance; such a district may have within its boundaries noncontributing properties which, while not of such historic significance as to be designated as historic landmarks, nevertheless contribute to the overall character of the district.

Historic landmark: any site, structure, building or object meeting one (1) or more of the criteria specified in Chapter 2, Article VI of the City's Land Development Code, overlay districts.

Historic preservation, mixed use: limited nonresidential use of a single-family residence, which is listed on either the National Historic Register or the City's local landmarks list.

Hospitals and extensive care facilities: institutions providing health services, primarily for in-patients and medical or surgical care; including, as an integral part of the institution, related facilities, central service facilities and staff offices.

Hotel: a building or group of buildings in which sleeping accommodations are offered for rental primarily for transients on a short-term basis and the primary means of access to the sleeping rooms is through an inside lobby. Not more than thirty (30) percent of the hotel rental units may be designed with kitchens for use by the occupants. A hotel is subject to the regulations of the division of hotels and restaurants of the state Department of Business and Professional Regulation.



Hurricane shelter: a structure designated by the city or county as a place of safe refuge during a coastal storm or hurricane.

Hurricane vulnerability zone: the portion of the city within the category 3 to 5 storm surge, as identified in Figure 1 of the Coastal Management Element of this Comprehensive Plan.

Hydric soil: a soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part that favor the growth and regeneration of hydrophytic vegetation (USDA Natural Resources Conservation Service, March, 2014). Hydric soils that occur in areas having positive indicators of hydrophytic vegetation and wetland hydrology are wetland soils. In addition, soils are hydric according to the soil profile which obtains hydric characteristics of organic matter accretions at the soil surface, high organic matter content in soil surface layer, and gray soil matrix color near the surface layer (soils which undergo saturation for a sufficiently long period of time usually give distinct gray color resulting from oxidation and reduction processes).

Hydrologic and hydraulic engineering analysis: an analysis performed by a professional engineer in accordance with standard engineering practices as accepted by FEMA, for the purpose of determining base flood elevations and/or floodway boundaries.

Impervious: surface material incapable of being penetrated by moisture and preventing the percolation of water to subsurface areas.

Improved and open road: a road that has been accepted by the City as a public street or private street if approved by plat, in accordance with chapter 4, article II of the City's Land Development Code.

Improved property: any real property that has a principal structure or principal outdoor use located thereon.

Improvements: include, but are not limited to, street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street name signs, landscaping, permanent reference monuments (PRMs), permanent control points (PCPs) or any other improvement required by a governing body.

Industrial park: a defined geographic area planned and coordinated for the development of various industrial uses and associated activities. An industrial park is designed, constructed, and managed on an integrated basis with particular attention given to vehicular circulation, parking, utilities, stormwater management, building design, signage and landscaping.

Industrial uses: a use engaged in the manufacturing, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and warehousing and distribution of such products, but excluding basic industrial processing. All manufacturing activities and associated equipment and storage occur inside a completely enclosed building, unless otherwise authorized by the city on a limited basis through a special use permit, special exception or development agreement.

Industrial wastes: the liquid wastes from industrial processes and distinct from sanitary sewage.

Industry: any activity involving the manufacturing of any commodity including the assembly, packaging, canning, bottling or processing of any items. To change any commodity in



composition, form, size, shape, texture or appearance is deemed to be an industrial process. The term "industry" includes the term "manufacture."

Industry, heavy: a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of the City's Land Development Code.

Infill (development): development projects on vacant or underutilized lands in developed areas of the City or with existing infrastructure on the property.

Infrastructure: manmade structures which serve the common needs of the population, including, but not limited to, roadways, water and wastewater treatment systems, solid waste facilities, drainage and retention facilities and wellfields.

Integrated management practice (IMP): a low impact development practice or combination of practices that are the most effective and practicable (including technological, economic, and institutional considerations) means of controlling the predevelopment site hydrology.

Irrigation: the process of artificially applying water to living plant material.

Irrigation system: the supply of water to landscape areas by an automatic sprinkler system.

Land: the earth, water, air, above, below or on the surface, and includes any vegetation or structures customarily regarded as land.

Land, submerged: lands beneath navigable waters as follows: (1) All lands within the boundaries of the state which are covered by nontidal waters that were navigable under the laws of the United States at the time the state became a member of the Union, or acquired sovereignty over such lands and waters thereafter, up to the ordinary high-water mark as heretofore or hereafter modified by accretion, erosion, and reliction; (2) All lands permanently or periodically covered by tidal waters up to but not above the line of mean high tide and seaward to a line three (3) geographical miles from the coast line of the state and to the boundary line of the state as it existed at the time it became a member of the Union, or as heretofore approved by Congress, extends seaward (or into the Gulf of Mexico) beyond three (3) geographical miles; and (3) All filled in, made, or reclaimed lands which formerly were lands beneath navigable waters, as described in this definition.

Land use: the development that has occurred on the land or that is proposed by an applicant for the land, or the use that is permissible or permitted on the land under this Comprehensive Plan.

Landscape architect: the City's landscape architect or designee.

Landscape features: any permanent structure, such as trellis, arbor, fountain, pond, garden sculpture, landscape lighting, decking, patio, decorative paving, gazebo, monument or pole signage and other similar elements.

Landscaping: includes of any of the following or combination thereof, but is not limited to: (1) Turf grass, ornamental grass, ground covers, shrubs, vines, hedges, trees or palms; and (2) Nonliving durable material commonly used in landscaping, such as earthberm, rocks, pebbles,



sand, walls or fences. The term "landscaping" does not include any impervious surfaces or synthetic materials.

Lawn: an area planted with lawn grasses.

Level of service: an indicator of the extent or degree of service provided by or proposed by a facility based on and related to its operation characteristics, as established by the adopted Comprehensive Plan.

Lot: a plot, parcel or tract of land of at least sufficient size to meet the minimum zoning requirements for use, lot coverage, area, width and other requirements of the City's Land Development Code that may be applicable. Nonconforming lots of record are exempted from certain provisions under the terms of the City's Land Development Code.

Lot frontage: any side of a lot that abuts the public right-of-way or a private ingress/egress easement. For double frontage lots, rear yard access is prohibited unless specifically approved by a development order issued by the City Commission.

Lot, illegal nonconforming: a lot that was never duly approved by the City and fails to conform to the present land development regulations.

Lot lines: the boundary lines of the lot.

Low impact development: a stormwater management approach that uses a suite of hydrologic controls (structural and non-structural) distributed throughout the site and integrated as a treatment train (i.e., in series) to replicate the natural hydrologic functioning of the landscape which ranges in effective area from the residential lot level to the entire watershed.

Maintain: to preserve from decline, keep in an existing state or retain in possession or control.

Manufactured home community: an area of land under single ownership where designated areas for manufactured homes are rented or sold on a condominium basis and which meet the requirements of the Planned Development Mobile Home Community and which has a minimum gross site area of fifty (50) acres.

Manufactured home park or subdivision: a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Manufactured home/mobile home: a structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, which is built on a permanent, integral chassis, and designed to be used with or without a permanent foundation when attached to the required utilities. The term "manufactured home/mobile home" does not include "recreational vehicle or park trailer."

Marina: a small craft harbor complex designed and used for storing, fueling, berthing and launching of private pleasure watercraft.

Mean high water: the intersection of the local elevation of mean high water as established under F.A.C. ch. 18-21, sovereignty of submerged land management. The term "mean high water" means the average height of the high tides over a nineteen-year (19) period. For shorter periods of observation, the term "mean high water" means the average height of the high waters after corrections are applied to eliminate known variations.



Mean high-water line/mark: the intersection of the tidal plane of mean high water with the shore. Mean high water is the average height of high waters over a nineteen-year (19) period. (See F.S. § 177.27(15).)

Mining or excavation: the removal or recovery by any means whatsoever of soil, rock, minerals, mineral substances or organic substances other than vegetation, from water or land on or beneath the surface thereof, or beneath the land surface, whether exposed or submerged.

Mixed use development: a development or building designed and constructed to accommodate more than one (1) principal use.

Mixed uses: the occupancy of a principal building by two (2) or more principal uses.

Mobile home: See *Manufactured home*.

Motel: a building or a group of buildings in which sleeping accommodations are offered for rental primarily to transients and having individual access from the units to the parking lot. A motel is subject to the regulations of the division of hotels and restaurants of the state Department of Business and Professional Regulation.

National Flood Insurance Program (NFIP): the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the federal government and the private insurance industry.

Native plants: those plants, including commonized plants, which are appropriate to the ecological setting, are not exotic invasive plants, are tolerant of the hydrological conditions of the site, and require little maintenance upon maturity.

Natural area: an area identified on an approved site plan containing natural vegetation which will remain undisturbed when the property is fully developed.

Natural flow: the rate, volume and direction of the surface [water] or groundwater flow occurring under natural conditions.

Natural vegetation: vegetation existing prior to development of a site which includes understory vegetation and typically includes a wooded area, of generally native species. The term "natural vegetation" does not include invasive exotic or nonnative vegetation.

Noise: a subjective description to an undesirable or unwanted sound.

Nonresidential use or activity: any use or activity occurring on any described parcel of land, whether or not within a structure, with the exception of residential activity as defined herein.

Obstruction: any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Official zoning map: the map that graphically illustrates the boundaries of each zoning district and meets the requirements of the zoning map referred to in chapter 2, article I of the City's Land Development Code.



On-site: occurring or located within the boundaries of a project, lot, or parcel, as may be applicable to the circumstance.

Open space: that portion of a development that is used for landscaping, landscape buffers, landscaped areas above the pop-off elevation of stormwater retention ponds, conservation areas, tree preservation areas, beach outside of public lands and permeable surfaces of outdoor recreation areas. A minimum of twenty percent (20%) of any development's ground surface shall be open space, but may be more to comply with standards set forth in the City's Land Development Code or may be less if explicit standards reduce the minimum open space standard.

Open space, common: an area of land that is reserved primarily for the leisure and recreational or other utilitarian use of all residents of a particular land development project and is owned and maintained in common by such residents or the project management.

Open space use, public: a landscaped or naturalistic area used primarily for passive recreation, active recreation, visual amenity or for purposes of environmental conservation. These uses include: parks, plazas, squares, greenspaces, pedestrian and bicycle pathways, outdoor recreation facilities, wetlands, woodlands, and native plant community conservation areas and preserves, public parks, and stormwater facilities that are visual amenities. An open space use is accessible to all residents. An open space use does not include uses requiring membership. An open space use may be privately-owned, owned in common or publicly owned.

Owner: any person or legal entity having sufficient proprietary interest to undertake development authorized through this Comprehensive Plan and the City's Land Development Code.

Park and recreation facilities, private: the use of land, buildings, and structures for park and recreational purposes provided for the exclusive use by residents of a subdivision or development.

Park and recreation facilities, public: the recreational areas and facilities owned, operated and maintained by a municipality, county, state or federal government, or any agency thereof for the purpose of providing park facilities and/or recreation activities such as swimming, tennis, and other court games, field sport and similar indoor/outdoor facilities. Such parks and areas are developed for use by the general public. These facilities may include: (1) **Parks and recreation, active:** leisure time activities, usually of a more formal nature and performed with others, often requiring equipment and taking place at prescribed places, sites or fields. This may include, but is not limited to, swimming, tennis and other court games, baseball and other field sports, and playground activities. (2) **Parks and recreation, passive:** leisure time activities not considered active. This may include water-related activities such as boardwalks and interpretive trails, fishing piers as well as boating. Passive recreation may also include non-water-related activities such as hiking, golfing, observation towers and picnicking.

Parking: a temporary, transient storage of private passenger motor vehicles used for personal transportation while the operators of such vehicles are engaged in other activities. The term "parking" does not include storage of new or used cars for sale, service, rental or any other purpose except as specified herein.

Parking area, off-street: all areas located outside of the right-of-way which are designed and constructed for the circulation and parking of automobiles, motorcycles and bicycles, unless



otherwise authorized by the City for other vehicles (i.e., boats, heavy equipment, etc.), and all land upon which vehicles traverse as a function of the principal uses.

Parking, bicycle: an off-street parking area exclusively for the temporary storage of bicycles.

Parking lot: an off-street, ground level area for the temporary, transient storage of private passenger motor vehicles and such area has been approved by the City for parking, as such term is defined in this article.

Parking, off-street: a lot or parcel of land or structure designed, constructed, or utilized for the temporary parking of operational and licensed motor vehicles and for bicycles.

Parking, remote: a parking lot or parking garage not located within the same lot or an adjacent lot to the use for which the parking facility serves.

Parking, shared: a parking lot or parking garage, whether located on-site or occurring as remote parking, which is approved by the City to accommodate the parking needs for two (2) or more property owners.

Pavement: that part of a street composed of vehicular travel lanes having an improved surface of asphalt, concrete, brick or other paving materials acceptable to the City engineer.

Pedestrian access: an improved surface that connects the public right-of-way with private property or a building entrance.

Permit: an official document or certificate issued by the appropriate City official authorizing the performance of a specified activity.

Permit approving authority: the City agency or official, as authorized by this Comprehensive Plan and the City's Land Development Code, responsible for providing final approval of the overall development applications including, but not limited to, the Site Plan Review Committee, the Planning Board, the City Commission, City Engineer, Planning Director and the Chief Building Official.

Person: any individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, group, or unit of federal, state, county or municipal government, or two (2) or more persons having a joint or common interest, or any other legal entity.

Personal services: beauty parlor, shop or salon, barbershop, tanning salon and similar uses.

Phase: a designated portion of a larger development, which is to be constructed as a unit and which is so designed that it can stand on its own even if the other phases of the development are never constructed.

Pier, access: a pedestrian walkway allowing access to a dock or access to water for recreational purposes.

Plans: the officially approved plans, or exact reproductions thereof, which show the location, character, dimensions and details of the work to be done.

Plat or subdivision plat: a map or delineated representation of the subdivision of lands, being a complete, exact representation of the subdivision and other information in compliance with the



requirement of all applicable sections of chapter 4, article II of the City's Land Development Code, subdivision.

Plaza: an outdoor area to accommodate public assembly and pedestrian movement and which contains landscaping, lighting, pedestrian amenities and has at least forty percent (40%) impervious ground coverage.

Post office, U.S.: a facility operated and occupied by the United States Postal Service for the purpose of delivering, storing, and/or transferring mail, and for carrying out related governmental functions.

Potable water, domestic use: the domestic use of water that is satisfactory for drinking, culinary and domestic purposes meeting current state and federal drinking water standards.

Potentiometric surface: a surface that represents the static head in an aquifer and defined by the levels to which water will rise in a tightly cased well. The water table and the artesian pressure surface are particular potentiometric surfaces.

Practicable alternative: an economically viable alternative to the proposed project that would accomplish the basic purpose of the project and avoid or have less adverse impact on a natural or historic resource.

Preapplication meeting: informal discussions between a developer or individual and the Site Plan Review Committee, planning department, or other designated City department occurring prior to the submission of an application for action by a permit approving authority. The preapplication meeting allows City staff to acquaint the applicant with the applicable procedures and regulations, suggest modifications to a proposed design, encourage the applicant to contact appropriate authorities on the provision of public utility service, and provide the applicant with any pertinent information relating to the proposed application.

Principally responsible: property owner is responsible for all connection, installation, and utility line extension fees.

Property owner: a public or private individual, partnership, corporation, association, group, company, firm, society or other legal entity of human beings, whether natural or artificial, including the City and all other municipal, state and federal governments, to include the plural as well as the singular, holding any legal ownership interest in any real property subject to this Comprehensive Plan and the City's Land Development Code.

Public and private utilities: use of land which is customary and necessary to the maintenance and operation of essential public services, such as electricity and gas transmission systems; water distribution, collection and disposal; communication; and similar services and facilities.

Public facilities, minor: facilities such as switching huts when included as an integral part of a subdivision or planned development, television, radio, or telephone transmission rights-of-way, lines, substations, power stations and other appurtenances; and gas transmission lines or appurtenances, other appurtenances of a private or regulated utility corporation.

Public land: any property owned by a public body such as the city, the county, the state, and the St. Johns River Water Management District. The term "public land" includes utility corridors.



Public school concurrency: the necessary public-school facilities to maintain and ensure level of service standards are in place to ensure the capacity of schools is sufficient to support student growth within the five-year (5) planning period.

Public use: a use of any premises by a municipality, public body or board, commission or authority, county, state or federal government, or any agency thereof for a public service or purpose, other than parks and recreation areas and facilities.

Public utilities: facilities such as underground utilities, City operated lift stations, water towers, and other water, wastewater, reclaimed water storage facilities.

Public water supply well: a well that is constructed for the purpose of supplying water to a public water system.

Public water system: a system for the provision to the public of piped potable water for domestic use or human consumption. If such a system has at least five (5) service connections and regularly serves at least ten (10) individuals at least sixty (60) days out of the year, it is regulated under chapter 3, article V of the City's Land Development Code, utility and infrastructure design standards.

Reclaimed water: water reused for reasonable and beneficial purposes after flowing out of any domestic wastewater treatment facility that has received treatment acceptable to Department of Environmental Protection.

Recreational areas and facilities, indoor: recreational areas and facilities, in a completely enclosed structure, owned, operated and maintained by private or commercial interests for the purpose of providing athletic activities such as swimming, tennis, and other court games, field sports and similar activities including health spa and racquet club. Commercial amusements such as amusement rides, amusement parks, water slides, game rooms, billiard rooms, miniature golf, driving ranges and similar activities shall not be construed to be athletic activities and shall be prohibited unless specifically permitted in the district regulations.

Recreational areas and facilities, outdoor: outdoor recreational areas and facilities owned, operated and maintained by private or commercial interests for the purpose of providing athletic activities such as swimming, tennis, and other court games, field sports and similar activities.

Remove or removal: actual or effective removal through killing, damaging or destroying any trees not listed as exempt.

Replat: the redividing of lots within a platted subdivision for the purpose of recording in the public records of the county.

Restaurant: a building or room, not operated as a dining room in connection with a hotel or motel, where meals or prepared foods, including beverages and confections, are served to customers.

Retail sales and services: those business activities customarily providing retail goods and household services. Such uses shall include daily needs retail sales and services, department stores, variety stores, convenience food stores (type A), drug and sundry stores, laundromats, dry cleaning (pickup only), pharmacies, grocers and markets, gift shops, wearing apparel, home and auto supply, hardware stores, furniture and stationery stores, shoe repair shops, printing shops (limited to copying and duplicating), luggage shops, bakeries and candy shops (provided that all products



made on the premises are sold on the premises), camera and photo supply shops, radio and television sales and services, floor coverings, sporting goods, florists, jewelers, music and piano sales and services, art shops, electrical and lighting fixtures; and wine, beer and liquor stores (when included as an integral part of a supermarket or located within a shopping center) and similar uses. Intensive retail activities include: supermarkets, convenience stores, hardware stores, drug stores, laundromats, department stores, personal services, shopping centers (not including out-parcels or isolated structures designed for restaurant use) and similar uses.

Retention: the collection and storage of a given volume of stormwater or surface water runoff without subsequent discharge into surface waters.

Right-of-way: land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals or governing bodies.

Road, arterial: a roadway providing service which is relatively continuous and of relatively high traffic volumes, long trip length and high operating speed.

Road, collector: a roadway providing service, which is of relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local roads or arterial roads.

Road, constrained: a road that operates below the adopted level-of-service which may not be feasible to expand by adding two (2) or more lanes due to physical, environmental or policy constraints.

Road, local: a roadway providing service, which is of relatively low traffic volume, short average trip length, minimal through traffic movements and high volume land access for abutting property.

Road, service: a service road is a public or private roadway lying parallel or nearly parallel to a collector or arterial road for the purpose of providing access to two (2) or more lots or parcels. A service road is constructed consistent with road design standards and not by driveway design standards.

Sand dunes: naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Sanitary landfill: a solid waste disposal facility which meets the criteria of F.A.C. ch. 62-701, and is permitted by the state Department of Environmental Protection, excluding those exempted under section 62-701.220(2) of that rule. The term "sanitary landfill" does not include a land spreading site, a surface impoundment, or an injection well-defined under and subject to the provisions of F.A.C. ch. 62C-29.

Sanitary sewer: a sewer which carries sewage and to which stormwater, surface water and groundwater are not intentionally admitted.

School concurrency allocation: a reservation of school capacity made by the county school board after a finding of available school capacity, upon the approval of a final development order for a residential development. The reservation shall be indicated on the school concurrency schedule until such reservation expires.

School concurrency application: an application made on a county school board form requesting a finding of available school capacity and issuance of a school concurrency allocation.



School concurrency schedule: a schedule maintained by the county school board that tracks the availability of school capacity over time.

School board five-year (5) facilities work program: the school board of the county five-year (5) work plan and capital budget as authorized by F.S. § 1013.35.

School, private: any private institution providing instruction at any level from kindergarten through the college level.

School, public: a facility devoted primarily to providing a curriculum of elementary or secondary academic instruction and is so certified by the state. The term "public school" includes all or a portion of all grades from kindergarten through high school (K through twelve (12)).

Sea turtle: any marine turtle, including the species *Caretta caretta* (loggerhead turtle), *Chelonia mydas* (green turtle), *Dermochelys coriacea* (leatherback turtle), *Ertmochelys imbricata* (hawksbill turtle), and *Lepidochelys kemp*i (Kemps Ridley turtle).

Sea turtle nest: an area where sea turtle eggs have been naturally deposited or subsequently relocated.

Sea turtle nesting season: the period from May 1 through October 31 of each year.

Sediment: fine particulate material, whether inorganic (minerals) or organic, that is in suspension or has settled in a waterbody.

Sedimentation: the deposition of waterborne sediment into a body of running water, into a lake, on property other than the site of origin, or on public rights-of-way.

Sewage: a combination of the water-carried wastes from dwellings, business buildings, institutions and industrial establishments. In effect, it is the water supply of a community after it has been fouled by various uses and discharged into a sewer.

Shoreline: the mean high-water line for tidal waterbodies and ordinary high-water line for nontidal waters for inland waterbodies.

Sidewalk: an improved walkway intended primarily for pedestrians, usually running parallel to one (1) or both sides of the pavement of a street.

Silviculture: an activity that, in the long-term, maintains the City's urban forest tree cover and involves the ongoing cultivation and harvesting of pine trees from a property with an agricultural exemption which is conducted by a bona fide commercial silviculture operation in a manner primarily consistent with the City's Land Development Code and secondarily consistent with silviculture best management practices.

Single structure, mixed use development: a development consisting of residential and office or specialty retail uses located in a single structure such that the ground floor is used for office or specialty retail uses and the remaining floors may be used for residential purposes.

Site: any tract, lot or parcel of land or combination of tracts, lots or parcels of land which are in one (1) ownership, or are contiguous and in diverse ownership, where development is to be performed as part of a unit, subdivision or project. However, the term "site" shall not be construed to allow any retention areas, primarily serving a use or building in a commercial or industrial zoning district, to be located in a residential zoning district, regardless of land ownership.



Smart growth: a set of cohesive urban and regional planning principles that can be blended together and melded with unique local and regional conditions to achieve a better development pattern. Smart Growth is an approach to achieving communities that are socially, economically, and environmentally sustainable.

Special exception: a use permitted in a particular zoning district that generally may have an impact that transcends an area, neighborhood, or subdivision. Such use may be compatible within part of a district but not throughout the district and is permitted only after a public hearing and only upon demonstration by the applicant that the use as proposed on a specific site will comply with all the special use criteria and standards for location, design and/or operation.

Special flood hazard area (SFHA): an area in the floodplain subject to a one (1%) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1 A30, AE, A99, AH, V1—V30, VE or V.

Specifications: the directions, provisions and requirements contained herein, together with all written agreements made or to be made, setting out or relating to the method and manner of performing the work, or to the qualities of materials and labor to be furnished.

Stakeholder: anyone interested in a topic or anyone who is involved in or affected by a course of action.

Storm sewer: a sewer that carries stormwater and surface waters and drainage, but excludes sewage and polluted industrial wastes.

Street: any access-way, such as a street, road, lane, highway, avenue, boulevard, alley, parkway, viaduct, circle, court, terrace, place or cul-de-sac, and also includes all of the land lying between the right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved, but shall not include those accessways, such as easements and rights-of-way intended solely for limited utility purposes, such as for electric power lines, gas lines, telephone lines, water lines, drainage and sanitary sewers and easements of ingress and egress.

Street centerline: the surveyed and prescribed centerline of a street established by the state Department of Transportation or City Public Works department or, if no centerline has been so established, the line midway between the existing or proposed street right-of-way lines.

Street, private: any street that is not dedicated to any public body, which provides access to more than one (1) property owned in fee simple, and whose primary function is traffic circulation rather than access to individual parking spaces.

Street right-of-way line: the edge of the dedicated street right-of-way.

Structure: that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner but shall not include fences or signs. For the purpose of floodplain management, the term "structure" also includes gas or liquid storage tanks that are principally above ground.

Subdivision: the division of a parcel of land, whether improved or unimproved, into two (2) or more contiguous lots or parcels of land, whether by reference to a plat, by metes and bounds or otherwise, unless such division is exempt pursuant to the City's Land Development Code. The



term "subdivision" includes a resubdivision and, when appropriate to the context, relates to the process of subdividing or to the land subdivided. See Lot split under Lot classification.

Surface water management systems: all artificial stormwater control systems, facilities and structures including, but not limited to, basins, canals, conduits, channels, culverts, dams, impoundments, pipes, reservoirs, swales and other such works or natural features such as wetlands, creeks, rivers and lakes that provide drainage, water storage, conveyance, treatment or other surface water management capabilities located outside publicly-owned rights-of-way or easements.

Systematic growth: a general planning term that seeks to develop in an orderly manor that maximizes infrastructure and City services.

Temporary: a time period of not more than ninety (90) days unless otherwise defined within the City's Land Development Code.

Tenant: any person who alone or jointly or severally with others occupies a building under a lease or holds a legal tenancy.

Tomoka River Aquatic Marsh Preserve: that portion of the Tomoka River designated and protected as a state aquatic preserve pursuant to F.S. Ch. 258 and F.A.C. Ch. 18-20.

Tomoka River Manatee Sanctuary: that portion of the Tomoka River designated as a manatee sanctuary.

Townhouse: an individually-owned single-family dwelling unit constructed as a group of at least three (3), but not more than eight (8), attached single-family dwelling units on individually-owned lots.

Transient lodging: short-term rental of any residential dwelling for a period of less than six (6) months. The term "transient lodging" also includes a facility providing sleeping quarters to the general public for a fee, such that the facility must be licensed by the state for a hotel, motel timeshare resort, bed and breakfast, executive suite or similar use.

Tree: any living, self-supporting wood perennial plant which, at maturity, attains a trunk diameter of at least three inches (3") or more when measured at a point four and one-half feet (4½') above ground level and which normally attains an overall height of at least fifteen feet (15'), usually with one (1) main stem or trunk and many branches.

Tree preservation area: a heavily wooded area preserved as open space for the protection and proliferation of trees.

Tree, street: street trees species in which normally mature to a height of at least twenty feet (20') and have a mature canopy spread of thirty feet (30').

Trip rate or trip generation rate: the average number of vehicle trip ends (one-way (1) trips) which can be attributed to a specific type of land use per unit of development per day as documented in the current ITE trip generation report, and as used in commonly accepted engineering practice.

Upland area, significant: area of land adjacent to a wetland or upland buffer area and comprised of mesic, xeric or other vegetative communities that provide essential functions necessary to maintain the value of the preserved wetland system.



Urban service boundary: is the area where water and sewer services are provided. The Utilities Element includes a water supply map that has been recently updated with the Water Supply Work Plan. The utility service area is adopted as part of this Comprehensive Plan and acted upon by the City Commission.

Use: the purpose for which land or a structure is: (1) Designed, arranged, constructed, altered, converted, rented or leased; (2) Intended to be occupied or utilized; or (3) For which it is occupied or maintained.

Vacant or unimproved land: land on which permanent improvements consisting of one or more buildings do not exist or are not being utilized for the express purpose of engaging in a primary business use; and shall include land for which a business tax receipt has been issued authorizing a business use where discernible business activities that are customarily associated with such business are not being conducted.

Variance: an exception to the regulations of the City's Land Development Code issued by the Board of Adjustment and Appeals where such variance will not be contrary to the public interest and where a literal enforcement of the City's Land Development Code would result in unnecessary and undue hardship.

Vegetation: all plant growth, especially trees, shrubs, vines, ferns, mosses and grasses.

Vegetation, protected: native trees less than six-inch (6") DBH, except unprotected trees, and native plant species located within the following: (1) Wetlands; (2) Conservation easements or similar designated areas; (3) Coastal upland protection zone; (4) Upland buffers; (5) Riparian habitat zones; (6) Lakes or waterbodies, or landscape yards or buffers; (7) Established within a site plan, subdivision plan, plat, easement, planned development or other development permits approved by the City.

Vehicle: any self-propelled vehicle or conveyance designed and used for the purpose of transporting or moving persons, animals, freight, merchandise or any substance. The term "vehicle" includes passenger cars, trucks, buses, motorcycles, scooters and station wagons. The term "vehicle" does not include tractors, construction equipment or machinery or any device used for performing a job except as stated in subsection (2) of this definition.

Water, raw: untreated water withdrawn from the aquifer by the City's wells that is intended to be sent to the water treatment plant for the purposes of processing into potable water.

Wall, retaining: a structure, either masonry, metal or treated wood, designed to prevent the lateral displacement of soil, rock, fill or other similar material.

Water or community waters: any and all water on or beneath the surface of the ground or in the atmosphere. The term "water" or "community waters" includes the water in any watercourse, waterbody or drainage system. The term "water" or "community waters" also includes diffused surface water and water percolating, standing or flowing beneath the surface of the ground, as well as, coastal waters and those waters as may be further defined by F.S. § 403.031(13).

Water conservation plan: a combination of goals, objectives, methods, and an implementation schedule of actions specifically designed to maximize water use efficiency.



Water management plan: the detailed analysis required by chapter 3, article II of the City's Land Development Code, environmental protection.

Water table: that surface of a body of unconfined groundwater at which the pressure is equal to that of the atmosphere; defined by the level at which water within an unconfined aquifer stands in a well that penetrates the aquifer far enough to hold standing water.

Waterbody: any natural or artificial pond, lake, reservoir or other area which ordinarily or intermittently contains water and which has a discernible shoreline.

Watercourse: any natural or artificial stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, swale or wash in which water flows in a definite direction, either continuously or intermittently, and which has a definite channel, bed or bank.

Watercraft: any motorized or nonmotorized vessel designed, constructed, or used for recreation or transportation on the water. The term "watercraft" includes, but is not limited to, all types of a boat, sailboat, motorboat, canoe and personal watercraft. When a trailer or motor vehicle is used to store, support, or transport a watercraft, the watercraft and trailer or motor vehicle shall be considered a single unit and subject to the regulations and restrictions applicable to watercraft.

Watercraft, personal: a vessel less than sixteen feet (16') in length which uses an inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

Watershed: a drainage area or drainage basin contributing to the flow of water in a receiving body of water.

Well: any excavation that is drilled, cored, bored, washed, driven, dug, jetted or otherwise constructed when the intended use of such excavation is for the location, acquisition, development or artificial recharge of groundwater. The term "well" does not include any well for the purpose of obtaining or prospecting for oil, natural gas, minerals or products of mining or quarrying, for inserting media to dispose of oil brines or to repressure oil-bearing or natural gas-bearing formations or for storing petroleum or natural gas or other products or temporary dewatering or subsurface formation for mining, quarrying or construction purposes.

Wellfield: an area of land which contains or is designated for future use for one (1) or more public water supply wells.

Wellfield protection zone, primary: the land area immediately surrounding any public water supply well and extending a radial distance of two hundred feet (200') or that area that is within the first twenty percent (20%) of the total radial distance of the cone of influence, whichever is greater.

Wellfield protection zone, secondary: the land area surrounding the primary wellfield protection zone, and extending a radial distance of eight hundred feet (800') from said primary wellfield protection zone or that area within the cone of influence exclusive of the primary zone whichever is greater.

Wetland areas of influence: all lands in or within one hundred feet (100') of a wetland located within the jurisdiction of the City.



Wetland creation: any artificial or manmade creation of a wetland which did not previously exist in a natural state and which possesses or is intended to possess functions performed by a wetland. See Wetland functions.

Wetland functions: the roles which wetlands serve, including the following: (1) Storage, conveyance, and attenuation of floodwaters and stormwaters; (2) Groundwater recharge (very limited) and discharge; (3) Protection of water quality and reduction of sediment and erosion; (4) Propagation of waterfowl, game and nongame birds, mammals and other living resources; (5) Protection of habitat for rare, threatened and endangered species and species of special concern; (6) Food chain support for a broad range of fish and wildlife; (7) Educational, historical and archaeological value protection; and (8) Scenic, aesthetic and recreational amenities.

Wetland, impacted or altered: wetlands which have incurred adverse impacts from human activities or natural events, but which continue to be characterized by wetland/transitional vegetation and soils that are at least ordinarily saturated or where such characteristics are not evident but which would be reestablished within a reasonable period of time if there occurred a change in human activities or such events.

Wetland, isolated: an area with no natural connections, permanent or seasonal, with waters as defined by F.S. § 403.031(13). It is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Wetland management plan: the detailed analysis and information regarding wetlands that is required to be submitted under chapter 3, article II of the City's Land Development Code, environmental protection standards.

Wetland mitigation: actions including, but not limited to, restoration, enhancement, and creation of wetlands, upland buffers and preservation of significant upland areas required to be taken to offset or compensate for activities and other alterations that adversely impact the functions of wetlands.

Wetland mitigation, off-site: restoration or creation of a wetland or preservation of significant upland areas at a location neither adjacent to nor within a project site.

Wetland mitigation, on-site: restoration, enhancement, or creation of a wetland or preservation of significant upland areas adjacent to or within a project site.

Wetland mitigation, out-of-kind: the restoration, enhancement or creation of a wetland with vegetation or other characteristics not resembling or approximating those of a specified wetland.

Wetland mitigation plan: a plan that establishes methods, implementation requirements and maintenance commitments for which wetland mitigation will be performed to compensate for wetland impact or alteration. See *Wetland mitigation*.

Wetland preservation areas: an area set aside for the preservation of wetland, typically with easements granted to the City and the St. Johns River Water Management District.



Wetland restoration: a human activity that returns a wetland or former wetland from a disturbed or altered condition with lesser acreage or functions to an enhanced condition with greater wetland acreage or functions.

Wetlands: those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. The state wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. The state's wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Wetlands, regulated area: any site which contains within its boundaries an identifiable class I wetland area or a one-quarter (1/4) acre or larger area of another wetland class or is located within one hundred (100) feet of such areas.

Wildlife habitat impacts of development, secondary: indirect developmental impacts to a species or its habitat, or to a natural community, from activities including, but not limited to, motorized vehicles, noise, man-induced hydrological changes, stack emissions, and pesticide and fertilizer applications, that adversely impact the individuals of a species, its habitat, or a natural community.

Wildlife management areas: public areas that allow a variety of recreational activity, including, but not limited to, aquatic preserves, hunting, fishing, campgrounds, canoe rentals, nature study areas and nature and hiking trails.

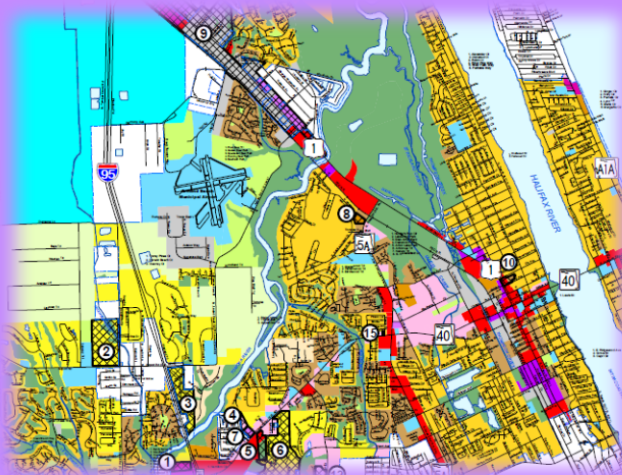
Wind energy systems: a facility consisting of a wind turbine generator and associated control and conversion electronic equipment to convert kinetic wind energy into electricity.

Yard, required: a required open space area which shall not be occupied or obstructed by any structure or portion thereof except as necessary for maintenance of plantings or otherwise permitted by the City's Land Development Code.

NEW PAGE ADDED



FUTURE LAND USE ELEMENT



FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

FUTURE LAND USE ELEMENT ESTABLISHMENT OF FUTURE LAND USE CATEGORIES

TABLE OF CONTENTS

OVERVIEW	5
GOAL 1. FUTURE LAND USE CATEGORIES	6
1. <u>OBJECTIVE 1.1.</u> RESIDENTIAL	6
2. <u>OBJECTIVE 1.2.</u> COMMERCIAL	8
3. <u>OBJECTIVE 1.3.</u> PUBLIC INSTITUTIONAL	10
4. <u>OBJECTIVE 1.4.</u> INDUSTRIAL	11
5. <u>OBJECTIVE 1.5.</u> RECREATION/OPEN SPACE	12
6. <u>OBJECTIVE 1.6.</u> OPEN SPACE/CONSERVATION	12
<u>OBJECTIVE 1.7.</u> ACTIVITY CENTER	13
GOAL 1.2. LAND USE DISTRIBUTION	14
OBJECTIVE 1.1. <u>2.1.</u> RESIDENTIAL LAND USE	14
OBJECTIVE 1.2. <u>2.2.</u> COMMERCIAL LAND USE	17
OBJECTIVE 1.3. <u>2.3.</u> PUBLIC AND INSTITUTIONAL LAND USES	19
OBJECTIVE 1.4. <u>2.4.</u> UTILITY/INDUSTRIAL LAND USES	20
OBJECTIVE 1.5. <u>2.5.</u> RECREATION/OPEN SPACE LAND USE	22
OBJECTIVE 1.6. <u>2.6.</u> OPEN SPACE/CONSERVATION LAND USE	22
OBJECTIVE 1.7. <u>2.7.</u> ACTIVITY CENTERS LAND USE	23
GOAL 2.3. LAND USE COMPATIBILITY	36
OBJECTIVE 2.1. <u>3.1.</u> DEVELOPMENT REGULATIONS	36
OBJECTIVE 2.2. <u>3.2.</u> CONCURRENCY	38
OBJECTIVE 2.3. <u>3.3.</u> URBAN SPRAWL	39
OBJECTIVE 2.4. <u>3.4.</u> SMART GROWTH	39
OBJECTIVE 2.5. <u>3.5.</u> COMPREHENSIVE PLAN AMENDMENTS	41
OBJECTIVE 2.6. <u>3.6.</u> SUSTAINABILITY	42
GOAL 3.4. BUILDING HEIGHT	45

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

OBJECTIVE 3.1 4.1. HEIGHT LIMITS.....	45
GOAL 4.5. PROTECTION OF NATURAL AND HISTORIC RESOURCES	46
OBJECTIVE 4.1 5.1. DEVELOPMENT IN “ENVIRONMENTALLY SENSITIVE” AREAS	46
OBJECTIVE 4.2 5.2. FLOOD CONTROL AND STORMWATER RUNOFF	48
OBJECTIVE 4.3 5.3. PRESERVATION OF NATURAL FLORA AND FAUNA	49
OBJECTIVE 4.4 5.4. COORDINATION WITH NATURAL RESOURCES.....	50
OBJECTIVE 4.5 5.5. SIGNIFICANT HISTORICAL, ARCHITECTURAL, ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES	51
OBJECTIVE 4.6 5.6. ENVIRONMENTAL CORE OVERLAY	51
GOAL 5.6. ANNEXATION.....	52
OBJECTIVE 5.1 6.1. ANNEXATION	52
GOAL 6.7. PLANNING PROCESS	55
OBJECTIVE 6.1 7.1. PUBLIC PARTICIPATION	55
OBJECTIVE 6.2 7.2. COORDINATION OF POPULATION WITH HURRICANE EVACUATION PLANS	55
GOAL 7.8. DOWNTOWN COMMUNITY REDEVELOPMENT AREA..	56
OBJECTIVE 7.1 8.1. DEVELOPMENT AND REDEVELOPMENT REGULATIONS ...	57
OBJECTIVE 7.2 8.2. PUBLIC INVESTMENT	58
OBJECTIVE 7.3 8.3. PARKING	59
OBJECTIVE 7.4 8.4. ENERGY MANAGEMENT PRACTICES	60
GOAL 8.9. ECONOMIC DEVELOPMENT	62
OBJECTIVE 8.1 9.1. BALANCED ECONOMIC GROWTH	62
OBJECTIVE 8.2 9.2. BUSINESS RECRUITMENT, REDEVELOPMENT AND FUTURE BUSINESS CENTERS	63
OBJECTIVE 8.3 9.3. PLANNING FOR ECONOMIC DEVELOPMENT	64
GOAL 9.10. NORTH US 1 MUNICIPAL SERVICE AREA (MSA).....	67
OBJECTIVE 9.1 10.1. NORTH US 1 MSA <u>MUNICIPAL SERVICE AREA</u> (MSA) PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY	67

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

TABLE 1. PERCENTAGE OF DISTRIBUTION OF LAND ACCORDING TO LAND USE DESIGNATION.....	68
TABLE 2. DEVELOPED AND UNDEVELOPED LAND ACCORDING TO LAND USE DESIGNATION.....	69
TABLE 3. POPULATION PROJECTIONS, 2025-2045.....	70
TABLE 4. NORTH US 1 MSA FUTURE LAND USE CATEGORIES	70
TABLE 5. FIRST AMENDED NORTH US 1 MSA FUTURE LAND USE CATEGORIES	71
TABLE 6. SECOND AMENDED NORTH US 1 MSA FUTURE LAND USE CATEGORIES.....	71
FIGURE 1. FUTURE LAND USE MAP	72
FIGURE 2. VACANT LAND MAPS	73
FIGURE 3. WETLAND VEGETATION MAP	75
FIGURE 4. SOILS MAP	76
FIGURE 5. ENERGY CONSERVATION AREAS MAP.....	77
FIGURE 6. A1A TRANSPORTATION CONCURRENCY EXCEPTION AREA MAP	78
FIGURE 7. DOWNTOWN TRANSPORTATION CONCURRENCY EXCEPTION AREA MAP	79
FIGURE 8. SR40 TRANSPORTATION CONCURRENCY EXCEPTION AREA MAP	80
FIGURE 9. US1 TRANSPORTATION CONCURRENCY EXCEPTION AREA MAP	81
FIGURE 10. ORMOND CROSSINGS TRANSPORTATION CONCURRENCY EXCEPTION AREA MAP	82
FIGURE 11. NORTH US 1 MUNICIPAL SERVICE AREA MAP	83

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

FIGURE 12. REDEVELOPMENT AREAS84

FIGURE 13. VOLUSIA COUNTY ENVIRONMENTAL CORE
OVERLAY85



GOALS OBJECTIVES AND POLICIES

OVERVIEW

The Future Land Use Element establishes the pattern of land uses and location of urban growth for the City of Ormond Beach through ~~2025~~ 2045. It identifies locations in the City of Ormond Beach where various land uses and intensities of use will be permitted to occur in the future. It establishes and articulates broad policy in keeping with the traditional role of the comprehensive plan as a framework for future development.

The Future Land Use Element reflects previously adopted plans, current development trends, established land uses, and zoning patterns. Upon adoption, the Future Land Use Element sets forth the City's policy regarding future zoning and land use patterns. The major goal of the Future land Use Element is to achieve the highest quality of life for all the residents of the City, its visitors and businesses by managing growth in a manner that is consistent with sound social, economic, fiscal, and environmental principals. The element reflects existing urban service capacities and constraints, and it also establishes locations where future service improvements will follow.

Regarding public infrastructure, the areas adjacent to existing public infrastructure will be the primary areas for future infrastructure development. Expansion of existing facilities in a fiscally and environmentally appropriate manner will be the primary objective. The intent is to maximize efficiency of urban services through compact development and utilization of existing development and facilities for planned developments otherwise consistent with the City of Ormond Beach Comprehensive Plan.

In addition to encouraging development near existing or planned public facilities, areas that are outside the proposed development areas or contain environmentally sensitive or historical attributes will receive special attention to ensure proper management of the City's natural and historic resources.

The Future Land Use Element contains all of the material required by Section 163.3177, *Florida Statutes*, (6)(a), (F.S.) and ~~Section 9J-5.006, Florida Administrative Code (F.A.C.)~~ which establish the minimum requirements for the content of the Future Land Use Element. The adopted components of the Future Land Use Element include the Goals, Objectives and Policies and the Future Land Use Map presented as Figure 1.



GOALS OBJECTIVES AND POLICIES

GOAL 1. FUTURE LAND USE CATEGORIES

THE FUTURE LAND USE CATEGORIES ARE DECLARED TO BE A PART OF THE ADOPTED FUTURE LAND USE POLICIES. THE GENERAL FUTURE LAND USE CATEGORIES HAVE BEEN DEVELOPED TO HELP IN THE DETERMINATION OF WHERE DEVELOPMENT SHOULD OCCUR THROUGH 2025 2045. THE CATEGORIES ARE DESCRIBED ~~BELOW~~: IN THE OBJECTIVES AND POLICIES BELOW.

1. OBJECTIVE 1.1. RESIDENTIAL

The Future Land Use Map shall include the following Residential land use categories.

POLICY 1.1.1.

A. Rural Estate/Agriculture (REA)

Purpose: To protect the rural character of certain sections of the City where lands are environmentally sensitive, and also to protect those areas where it is the desire of the property owners to maintain their exurban character. Limited agricultural uses, such as kennels and veterinarians, and institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: 1 unit per five acres

Maximum FAR Floor Area Ratio: 0.2

POLICY 1.1.2.

B. Rural Residential (RR)

Purpose: To provide one-acre or larger “exurban” homesites for those landowners who desire a semi-rural environment in close proximity to urban facilities and services. Areas in this classification can also serve as a transition zone between Rural Estate/Agricultural uses and areas proposed for development at suburban level densities. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: 1 unit per 2.5 acres to 1 unit per acre

Maximum FAR Floor Area Ratio: 0.2



GOALS OBJECTIVES AND POLICIES

POLICY 1.1.3.

€. Suburban Low Density Residential (SLDR)

Purpose: To establish development guidelines, densities and land uses appropriate to the undeveloped and outlying suburban areas of the City, including areas that may be the subject of future annexations within the Ormond Water and Sewer Utility Service Area. It is the intent of the SLDR District to establish density standards that will achieve an intensity of development approximately 20% to 30% less than in the urban core (e.g., 1.6 to 2.5 units per acre, gross density) while encouraging smart growth principles such as compact and cluster development to reduce the cost of extending utilities and allow for the efficient delivery of government services.

Maximum potential density or holding capacity within the SLDR District is determined on a case by case basis based on site specific conditions relative to on-site environmental constraints and the availability of central water and sewer services. Environmental constraints for each parcel of property proposed for development are synthesized from high water table, soil characteristics and flood prone area data derived from the U.S. Soil Conservation Service study and the National Flood Insurance Program maps. This information is used by the applicant to arrive at the maximum potential density, or holding capacity, for a particular parcel of land. Actual densities may differ from the maximum potential densities due to zoning requirements that establish minimum lot sizes and setbacks and due to environmental protection requirements, that are designed to maintain the integrity of the natural ecological system. The actual density figure is dependent upon the degree of severity of the environmental constraints, the availability of central utilities, and the type of development that is proposed.

Limited daily need retail, not to exceed 20% of the gross project area, and institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum .2-6 units per acre. Requires holding capacity analysis per the Land Development Code

Maximum FAR Floor Area Ratio: 0.2

POLICY 1.1.4.

Ð. Low Density Residential (LDR)

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre

Maximum FAR Floor Area Ratio: 0.2

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY 1.1.5.

~~E.~~ Medium Density Residential (MDR)

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum FAR Floor Area Ratio: 0.3

POLICY 1.1.6.

~~F.~~ High Density Residential (MHDR)

Purpose: To provide lands suitable for the development of multi-family residential structures. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 12-32 units per acre.

Maximum FAR Floor Area Ratio: 0.3

2. OBJECTIVE 1.2. COMMERCIAL

The Future Land Use Map shall include the following Commercial land use categories.

POLICY 1.2.1.

~~A.~~ General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR Floor Area Ratio should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR Floor Area Ratio: 0.7 (2.0 within the Downtown Community Redevelopment area)

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY 1.2.2.

~~B.~~ Heavy Commercial (HC)

Purpose: A multi-use land use category to provide for the sale, service, display, and storage of certain commodities which, by their nature, are not compatible with most retail uses. Such uses are often related to the automobile, but may also include business and home improvement services. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 18 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: 0.8

POLICY 1.2.3.

~~C.~~ Tourist Commercial (TC)

Purpose: A multi-use land use category to provide uses along the Atlantic Ocean, SR A1A and highway interchanges, that include transit availability, retail services, tourist attractions, restaurants, multi-family and lodging to visitors to the City. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 32 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: 1.5

POLICY 1.2.4.

~~D.~~ Residential, Office, Retail (ROR)

Purpose: A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 15 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.



GOALS OBJECTIVES AND POLICIES

POLICY 1.2.5.

~~E.~~ Low Intensity Commercial (LIC)

Purpose: A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum ~~FAR~~ Floor Area Ratio should be 0.2.

Density: Maximum: 10 units per acre.

Maximum ~~FAR~~ Floor Area Ratio: 0.6

3. OBJECTIVE 1.3. PUBLIC INSTITUTIONAL

The Future Land Use Map shall include the following Public Institutional land use category.

POLICY 1.3.1.

~~A.~~ Public Institutional (PI)

Purpose: This category includes governmental and public uses, such as City Hall, post offices, fire and police stations, and libraries; educational facilities, such as elementary, middle, and high schools, whether public, parochial or private; cemeteries; religious facilities; airport, hospitals, and other facilities, such as civic associations and service clubs, child care centers, and facilities for the care of the aged and infirm. Public uses are provided for in all zoning districts either as permitted or special exception uses.

The City does not have a special zoning district for this land use category. Therefore, the underlying zoning district may be any district, provided that it is compatible with the surrounding zoning districts and the use of the parcel is consistent with the uses allowed in the district. In districts where such uses may be questionable, a public hearing may be required.

Due to the scale and impracticability of showing all public/institutional uses, such uses are not always shown on the Land Use Map, even when permitted.

Density: ~~Maximum:~~ Not permitted.

Maximum ~~FAR~~ Floor Area Ratio: 0.8 (~~2.0 within the Downtown Community Redevelopment area~~)



GOALS OBJECTIVES AND POLICIES

4. OBJECTIVE 1.4. INDUSTRIAL

The Future Land Use Map shall include the following Industrial land use category.

POLICY 1.4.1.

A. Light Industrial/Utilities (LI/U)

Purpose: To provide for the location of light industrial operations and similar uses and would generally include the I-1 (Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.

Density: Not permitted.

Maximum FAR Floor Area Ratio: 0.8

B. Heavy Industrial

~~Purpose:~~ To depict those areas of the City that are now developed, or appropriate to be developed, in a general industrial manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. Heavier industrial land uses are generally appropriate to locations with sufficient size to encourage either an industrial park type arrangement with provision for internal service access or as a stand-alone industrial location, both of which incorporate adequate buffering of adverse noise, odor, or emissions; with minimal adverse impact on adjoining uses; and served directly by an arterial road network as well as by transit.

~~Density:~~ Not permitted.

~~Maximum FAR:~~ 0.75



GOALS OBJECTIVES AND POLICIES

5. OBJECTIVE 1.5. RECREATION/OPEN SPACE

The Future Land Use Map shall include the following Recreation/Open Space land use category.

POLICY 1.5.1.

A. Recreation/Open Space (R/OS)

Purpose: To provide land for public, semipublic, or privately-owned areas intended for active recreational uses. Permitted uses within this category include ball fields, golf courses, archery ranges, sports complexes, outdoor recreation areas, contoured golf courses, public parks, picnic areas and gymnasiums. Recreation uses are provided for in all zoning districts as principal uses or special exceptions depending on the specific districts and whether they are public or private and indoor or outdoor.

Density: Not permitted.

Maximum FAR Floor Area Ratio: 0.5

6. OBJECTIVE 1.6. OPEN SPACE/CONSERVATION

The Future Land Use Map shall include the following Open Space/Conservation land use category.

POLICY 1.6.1.

A. Open Space/Conservation (OS/C):

Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major waterbody, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts.

Density: Not permitted.

Maximum FAR Floor Area Ratio: 0.5

B. ~~Activity Center~~

~~*Purpose:* To encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities. Density and intensity standards are listed under Policy 1.7.7 of the Future Land Use Element.~~

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

OBJECTIVE 1.7. ACTIVITY CENTER

The Future Land Use Map shall include the following Activity Center land use category.

POLICY 1.7.1.

Activity Center (AC)

Purpose: To encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.

Density: Maximum 2,950 residential units.

Non-Residential Building Area permitted:

<u>Land Use</u>	<u>Total Non-Residential Building Area ⁽¹⁾</u>
<u>Commerce Park:</u>	
<u>Office</u>	900,000 sq. ft.
<u>Business Park/Flex Space</u>	350,000 sq. ft.
<u>Light Industrial</u>	800,000 sq. ft.
<u>Mini-warehouse</u>	240,000 sq. ft.
<u>Warehouse</u>	560,000 sq. ft.
<u>Commercial</u>	200,000 sq. ft.
<u>Institutional</u>	165,000 sq. ft.
<u>Elementary School</u>	720 students

The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion of non-residential uses within the Ormond Crossings Activity Center to residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease per Policy 2.7.7. of the Future Land Use Element.



GOALS OBJECTIVES AND POLICIES

GOAL ~~1.~~ 2. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE ~~1.1.~~ 2.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY ~~1.1.1.~~ 2.1.1.

The basic unit of measurement for residential density is dwelling unit per gross residential acre. In calculating maximum potential densities for any given parcel of property, such calculations shall be exclusive of that portion of the property, which is considered to be submerged lands. Assisted living facilities and transient lodging shall be measured based on the floor area ratio with the maximum number of units established in the Land Development Code.

POLICY ~~1.1.2.~~ 2.1.2.

Continue to promote sound planning for the location and design of new residential developments including on-site common open space and recreation facilities.

POLICY ~~1.1.3.~~ 2.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~4.1.4.~~ 2.1.4.

Preserve the single-family estate character of oceanfront properties north of Granada Boulevard. Preserve the existing beachside, single-family residential areas, south of Granada Boulevard and east of South Atlantic Avenue, by maintaining their land use designation of “Low Density Residential.”

POLICY ~~4.1.5.~~ 2.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY ~~4.1.6.~~ 2.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY ~~4.1.7.~~ 2.1.7.

Continuously review and modify development and building regulations to provide for sound residential communities and quality housing.

POLICY ~~4.1.8.~~ 2.1.8.

Maintain the holding capacity requirement of the ~~SLDR~~ Suburban Low Density Residential land use designation in the Land Development Code.

POLICY ~~4.1.9.~~ 2.1.9.

Medium and high-density multi-family residential development shall be encouraged near employment centers with convenient access to public recreational facilities, the thoroughfare system and mass transit routes.

POLICY ~~4.1.10.~~ 2.1.10.

Provide opportunities for housing geared to lower income families and the elderly in close proximity to shopping areas, mass transit facilities, convenient shopping, hospitals and recreational opportunities by designating these “opportunity” areas as Medium Density Residential on the Future Land Use Map.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

~~POLICY 4.1.11.~~ 2.1.11.

Encourage medium density multi-family residential development within the Downtown ~~CRA~~ Community Redevelopment Area and in areas where excessive commercial uses currently occur. Generally, maintain the current density ranges in the core City while providing for lower density development in the perimeter areas of the City.

~~POLICY 4.1.12.~~ 2.1.12.

The City shall continue to implement its Community Development Block Grant Program to improve the general quality of existing viable, but deteriorating neighborhoods, and remove blighting influences, in accordance with the programs described in the Housing Element. Building and housing codes shall be strictly enforced to help prevent or eliminate urban blight.

~~POLICY 4.1.13.~~ 2.1.13.

Encourage the redevelopment of blighted residential areas and promote the rehabilitation of deteriorated residential areas to increase the supply of affordable housing.

~~POLICY 4.1.14.~~ 2.1.14.

Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit-oriented development and walkable residential areas.

~~POLICY 1.1.15.~~

~~Densities in the Medium Density Residential (MDR) land use category shall be limited as provided in Section B of the Future Land Use Element. Notwithstanding, on or after April 1, 1993, whenever an individual site is designated MDR and zoned Manufactured Home Community District (T-1), the density of development of such site shall be limited to a maximum of 5 du/ac.~~

~~In the event that such site is subsequently rezoned or is otherwise developed under zoning provisions other than those for Manufactured Home Community District, the maximum density shall nevertheless remain 5 du/ac unless changed pursuant to a duly adopted amendment to the Comprehensive Plan.~~

~~POLICY 4.1.16.~~ 2.1.15.

Properties with the ~~REA~~ Rural Estate/Agriculture land use designation shall maintain their existing land use density. These properties shall not have their land use modified to permit more intensive residential uses.



GOALS OBJECTIVES AND POLICIES

OBJECTIVE ~~1.2.~~ 2.2. COMMERCIAL LAND USE

Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.

POLICY ~~1.2.1.~~ 2.2.1.

New development and redevelopment shall not exceed the FAR established in Section B Floor Area Ratio established in Goal 1 of the Future Land Use Element. Parking garages shall not be calculated as floor area ratio.

POLICY ~~1.2.2.~~ 2.2.2.

Auto based strip commercial development along existing and future roads shall be discouraged while compact centers located near major intersections with adequate off-street parking shall be encouraged. Uses generating high traffic volumes should be restricted to corner locations.

POLICY ~~1.2.3.~~ 2.2.3.

Shopping centers shall be located in areas along arterials with secondary access to another collector or arterial street providing convenient access to surrounding residential areas as well as opportunity to facilitate return trips. Such uses shall provide adequate off-street parking and loading spaces; adequate on-site traffic circulation; and be encouraged to incorporate landscaping and other aesthetic amenities in their design.

POLICY ~~1.2.4.~~ 2.2.4.

Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.

POLICY ~~1.2.5.~~ 2.2.5.

The redevelopment and renewal of blighted commercial areas shall be encouraged.

POLICY ~~1.2.6.~~ 2.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~1.2.7.~~ 2.2.7.

Maintain the tourist commercial character of the A1A corridor, except as noted in Policies ~~1.1.4.~~ 2.1.4. and ~~1.2.4.~~ 2.2.4. Design guidelines ~~should be established in the Land Development Code~~ should be maintained for all new development along the ocean so that, in the future, buildings will be homogeneous and compatible with surrounding constructions and will represent a common theme. Maintain oceanfront setbacks for properties located along the Atlantic Ocean. Oceanfront development should be airy and open with a minimum of interference with the ocean view and breeze.

POLICY ~~1.2.8.~~ 2.2.8.

Professional and medical uses shall be encouraged to locate along the Greenbelt corridor and in the area accessible to their respective clientele.

POLICY ~~1.2.9.~~ 2.2.9.

Commercial uses that require open storage should be developed with such areas in the rear while preserving the road frontage for offices, showrooms and landscaping. Adequate landscape buffers shall be provided and maintained by the property owner.

POLICY ~~1.2.10.~~ 2.2.10.

Commercial truck traffic not destined for residential areas should not travel through residential areas.

POLICY ~~1.2.11.~~ 2.2.11.

The present use of those sites that have billboards shall not be allowed to expand as long as the billboards, which are non-conforming structures, remain. Billboards shall not be permitted to be reconstructed if destroyed as defined by state and local law. Reasonable repair and maintenance, not an expansion, is allowed and replacement material must be like kind as existing material.

POLICY ~~1.2.12.~~ 2.2.12.

The City shall maintain an overlay district for US 1 that encourages redevelopment with a mixture of open space, commercial and industrial uses to the north and commercial to the south, to create an attractive entranceway to the City, as implemented by the Land Development Code.

POLICY ~~1.2.13.~~ 2.2.13.

Those properties for which a ~~BPUD~~ Business Planned Unit Development has been approved in the County can develop under those land uses, provided that the Development Agreement with the County is still valid and in effect. Applicants shall be encouraged to meet City land development standards.



GOALS OBJECTIVES AND POLICIES

~~POLICY 2.1.14.~~ 2.2.14.

The City shall maintain citywide architectural standards for the new development and substantial redevelopment of existing buildings.

OBJECTIVE ~~1.3.~~ 2.3. PUBLIC AND INSTITUTIONAL LAND USES

Ensure that public and institutional facilities are developed in support of residential developments and are based on projected needs.

~~POLICY 1.3.1.~~ 2.3.1.

Avoid deterioration of existing City facilities, and encourage renovation or expansion where needed.

~~POLICY 1.3.2.~~ 2.3.2.

Coordinate with the School Board to provide for the location and development of schools where needed. Provide for shared use of facilities wherever feasible.

~~POLICY 1.3.3.~~ 2.3.3.

The location of public and institutional facilities shall maximize their efficient use, minimize their cost and impact on the natural environment, and provide for an adequate level-of-service.

~~POLICY 1.3.4.~~ 2.3.4.

Care facilities such as day-care centers, nursing homes and ~~ALF's~~ assisted living facilities, should be located in areas where their impact will be reduced such as on the perimeter of residential neighborhoods, or within residential neighborhoods on sites that can be developed with adequate buffers to prevent noise, visual, or traffic impacts on residential properties. When located in residential areas, they shall be designed in a way that will not interfere with the character of the neighborhood.

~~POLICY 1.3.5.~~ 2.3.5.

Public and private schools may be located in all zoning districts permitted under the residential and commercial land use classifications, except for the B-2 (Neighborhood Commercial) and the B-6 (Oceanfront Tourist Commercial) zoning district in the Tourist Commercial classification.



OBJECTIVE ~~1.4.~~ 2.4. UTILITY/INDUSTRIAL LAND USES

Provide sufficient land area for the location of utility/industrial land uses, and encourage light industrial development in order to provide increased employment opportunities and to broaden the City's economic base.

POLICY ~~1.4.1.~~ 2.4.1.

Light industry shall be encouraged to locate in the community in those areas where transportation, power, and water and sewer facilities are available or can be provided, and where impact on surrounding residential areas and the environment can be kept to a minimum.

POLICY ~~1.4.2.~~

~~Heavy industrial uses shall be located to minimize impacts to adjoining properties, especially residential uses. It is anticipated that some heavy industrial uses will be annexed into the City as they require connection to City utilities. In general, the heavy industrial land use category should be used sparingly and where no adverse impacts can be demonstrated.~~

POLICY ~~1.4.3.~~ 2.4.2.

Continue to develop the Airport Business Park and encourage employee-intensive, light industry to locate there.

POLICY ~~1.4.4.~~ 2.4.3.

Excessive air, noise, water, and visual pollution from industrial activities shall be prohibited and incorporation of landscaping and other aesthetic amenities in industrial project design shall be encouraged.

POLICY ~~1.4.5.~~ 2.4.4.

Industrial uses shall provide required buffers and landscaping to minimize the negative impact on surrounding less-intensive uses.

POLICY ~~1.4.6.~~ 2.4.5.

Development of industrial sites shall be coordinated with the Goals, Objectives, and Policies of the Conservation Element.

POLICY ~~1.4.7.~~ 2.4.6.

Industrial sites with rail access shall be preserved to the maximum extent possible.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~1.4.8.~~ 2.4.7.

Blight in industrial areas should be avoided. Code enforcement activities shall continue to target such areas.

POLICY ~~1.4.9.~~ 2.4.8.

Industrial uses that require open storage of materials should not occupy sites along major roads. Where such uses occur, the road frontage shall be dedicated to showroom, office and landscaping uses, with the open storage proportion located in the rear. Adequate landscape buffers shall be provided and maintained by the property owner.

POLICY ~~1.4.10.~~ 2.4.9.

Industrial truck traffic not destined for residential areas should not travel through residential neighborhoods.

POLICY ~~1.4.11.~~ 2.4.10.

Adequate sites shall be provided for utility facilities and services (solid waste, drainage, potable water, sanitary sewer, electric, and telephone). Such facilities and services shall be improved and expanded to maintain adopted level of service standards consistent with the Capital Improvements Element.

POLICY ~~1.4.12.~~ 2.4.11.

Industrial and commercial operations shall minimize or, where possible eliminate, the following impacts on the environment:

- | | |
|------------------------------------|----------------------------|
| a. Odor, fumes, vapors, and gases; | g. Smoke, dust and dirt; |
| b. Erosion and stormwater runoff; | h. Vibrations; |
| c. Noise; | i. Glare; |
| d. Fire and explosion hazards; | j. Hazardous Waste; |
| e. Radioactive elements; | k. Toxic Waste; and |
| f. Electromagnetic interference; | l. Petroleum contaminants. |



GOALS OBJECTIVES AND POLICIES

OBJECTIVE ~~1.5.~~ 2.5. RECREATION/OPEN SPACE LAND USE

The City shall acquire or dedicate lands for the provision or expansion of active recreation facilities to meet the existing and future needs of the population, as determined in the Capital Improvements Element.

POLICY ~~1.5.1.~~ 2.5.1.

The recreation impact fee ~~rebate program~~ should be continued to offset the recreation and open space impacts of new development.

POLICY ~~1.5.2.~~ 2.5.2.

The City shall upgrade existing facilities when needed to assure that they provide for adequate active recreation opportunities.

OBJECTIVE ~~1.6.~~ 2.6. OPEN SPACE/CONSERVATION LAND USE

The City shall acquire or dedicate lands to ensure their protection where there are environmental assets that shall be preserved, as well as providing community access and/or recreation opportunities/value to the community.

POLICY ~~1.6.1.~~ 2.6.1.

The City shall upgrade existing City-owned parks when, as financially feasible, to assure that they provide for adequate access to passive recreation areas.

POLICY ~~1.6.2.~~ 2.6.2.

The City shall maintain a zoning district ~~category~~ to assure protection of open space/conservation uses entitled: "Special Environmental ~~District~~" (SE). The following criteria shall apply to the implementation of this Policy:

- The ~~SE~~ Special Environmental zoning district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines. This area includes mosquito impoundment districts.
- The ~~SE~~ Special Environmental zoning district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

POLICY ~~1.6.3.~~ 2.6.3.

~~Project~~ Protect existing agricultural lands by allowing existing agricultural operations to continue; ~~rezoning of these lands should not occur unless requested by property owners.~~

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~1.6.4.~~ 2.6.4.

Encourage retention of natural vegetation and use of native plant species in all projects in order to reduce irrigation needs and minimize vegetation loss during deep freeze periods, protect wildlife habitat areas, and provide suitable natural open space areas in the urban environment.

POLICY ~~1.6.5.~~ 2.6.5.

The City shall continually consider the acquisition of sensitive lands in the North US1 corridor and in the flood prone areas south of Granada Boulevard that are shown in the Future Land Use Map as Open Space/Conservation for passive open space use. Environmentally sensitive areas as defined in Policy ~~4~~5.1.1. of this Element with an underlying land use in the Land Use Element are to be carefully monitored for on and off-site environmental impacts during the site plan review process.

OBJECTIVE ~~1.7.~~ 2.7. ACTIVITY CENTERS LAND USE

The City of Ormond Beach establishes the “Activity Center” land use classification to encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.

POLICY ~~1.7.1.~~ 2.7.1.

The application of the Activity Center land use designation shall be limited to properties with minimum areas of 2,000 acres that are under single ownership. A Development of Regional Impact or rezoning to Planned Development shall be required of all properties designated as “Activity Center” on the Future Land Use Map. The Florida Community Renewal Act of 2009 identified that property owners can decide to not participate in the ~~DRI~~ Development of Regional Impact process if the project is located in a Dense Urban Land Areas (DULA’s). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as “Activity Center” shall be required to have a zoning classification of “Planned Development.” The City shall not use the “Activity Center” land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions:

1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need.
2. Fails to maximize use of existing and future public facilities and services.
3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer



GOALS OBJECTIVES AND POLICIES

recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

4. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural activities, as well as passive agricultural activities, dormant, unique prime farmlands and soils.
5. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.
6. Fails to provide a clear separation between rural and urban uses.
7. Results in the loss of significant open space.

POLICY ~~1.7.2.~~ 2.7.2.

Development proposals for property designated as “Activity Center” shall provide for a diversity of land uses, including, but not limited to industrial, manufacturing, commercial, office, and residential. Emphasis shall be placed on developments that integrate linkages between related land uses; for example, a development that minimizes home to work trips through shorter distance and/or public transportation.

POLICY ~~1.7.3.~~ 2.7.3.

The following guidelines and standards shall be established through the ~~DRI~~ and rezoning to Planned Development procedures and shall, at a minimum, address the following:

1. Integration of land uses and enhancement of economic and environmental opportunities;
2. Urban design and architectural control;
3. Coordinated, transportation systems and access management standards;
4. Innovative land use standards designed to protect and enhance environmental resources;
5. Coordinated and orderly provision of public utilities; ~~and~~
6. Comprehensive provision of educational and recreational activities and facilities. This will require the coordination and approval of the ~~DRI~~ and/or rezoning to “Planned Development” by the appropriate staff member of the Volusia County School Board.



GOALS OBJECTIVES AND POLICIES

7. The following are specific design guidelines that are established to ensure that projects developed within the “Activity Center” land use provide for a balanced and sustainable mix of uses. All development shall, at a minimum, be required to:
 - A. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements;
 - B. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects;
 - C. Use shared parking, access and loading facilities, as practical in an effort to reduce impervious surfaces;
 - D. Promote vehicular, pedestrian, and non-vehicular movement throughout the Activity Center;
 - E. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state) which promote linkage with other adjoining developments; and
 - F. Use common frontage/service roads where appropriate; and
 - G. Use shared or joint facilities, such as stormwater, bus stops, and utility easements.
8. The “Activity Center” land use must provide for a balance of uses within a framework of transportation, social and economic connectivity. The following guidelines will be applied to all projects developed through either a DRI or a Planned Development within the “Activity Center” land use category:
 - A. There shall be an industrial component located near major transportation facilities to provide for employment opportunities and expansion of the City’s economic base. The development within these areas shall focus on manufacturing, distribution, and warehousing. Other ancillary uses may be allowed provided it is compatible with the industrial uses.
 - B. There shall be commercial retail located at critical points to serve local and regional needs. Local retail uses shall be integrated within both residential and non-residential areas, for example within industrial and office complexes the integration of convenience shopping and restaurant uses will be encouraged. The development of town centers shall be identified so that vertical integration of office, retail and residential uses shall be massed in a compact urban form. Lastly, the location of regional retail centers should be located and developed in a manner that does not prohibit the development of industrial and office uses, nor shall it be inconsistent with efforts to develop compact town centers.



GOALS OBJECTIVES AND POLICIES

POLICY ~~1.7.4~~ 2.7.4.

There are limited opportunities to use this designation, given the existing land use pattern within the City and properties in adjacent unincorporated Volusia County. There is a property that is identified as "Ormond Crossings". This property is located west of US1 and straddles both sides of 1-95. There are approximately 3,095 acres of land ~~included in this amendment~~ that ~~will be~~ was under the sole ownership of one corporation, ~~Tomoka Holdings, L.L.C.~~ The following provides generalized standards for any property that the City determines to be appropriate for this land use classification. There are also specific standards established solely for the "Ormond Crossings" development. The following are general standards that apply to all properties designated as "Activity Center" on the City's Future Land Use Map:

1. Land uses within Activity Centers shall include residential, office, business park/flex space, light industrial, mini-warehouse, warehouse, commercial, institutional, schools and recreation. The density and intensity of each land use and the percentage distribution among the mix of uses shall be provided in each land use plan amendment designating an Activity Center.
2. Contain a minimum of 2,000-acres under single ownership.
3. Located adjacent to major transportation systems such as interstate and intrastate highways, transit/bus route, rail lines and/or the municipal airport to ensure access to various modes of travel.
4. Incorporate a balanced integration of varied land uses that are interrelated and dependent on each other. For example, multi-family elements in close proximity to retail and work-related uses.
5. Provide for a land use pattern that emphasizes employment-based uses (light industrial, manufacturing, distribution, and corporate headquarters), daily and regional retail and various residential uses.
6. The land use pattern within Activity Centers shall be designed to ensure sufficient connectivity between these uses through various travel opportunities. The intent is to internalize the trips and minimize the length of the home to work; home to school, and home to shopping trips.
7. Integrate urban design and architectural standards that provide for enhanced value and improved use of space. Typical standards would include, but not be limited to, the regulation and design of signage, tree preservation and landscape buffering, building placement and architectural style, parking arrangement and orientation, and pedestrian/transit opportunities.
8. Establishing specific master plans for the protection and enhancement of natural resources, including but not limited to, wetlands, protected species and protection of the floodplain.



GOALS OBJECTIVES AND POLICIES

9. Site development/civil engineering plans that emphasize connection to public supplies of water, sanitary sewer and effluent that provide incentives to projects to develop in areas appropriate for development.
10. Traffic circulation and access management that integrate the project into the local, county, regional, and State road system in a manner that maintains the applicable level of service. The focus is to ensure that the appropriate facility is being used to move the maximum volume of traffic in the most efficient way.
11. Establishing a master plan for recreational, public safety and educational facilities to serve the development. Emphasis shall be placed on integration of educational and recreational facilities to better serve the population. Public safety facilities shall be designed to serve the entire project and shall be constructed at time where there are adequate response times from the various public safety providers.

POLICY ~~1.7.5.~~ 2.7.5.

The application of the Activity Center land use designation shall be limited to properties with minimum area of 2,000 acres that are under single ownership. A ~~Development of Regional Impact~~ or rezoning to Planned Development shall be required of all properties designated as “Activity Center” on the Future Land Use Map. The Florida Community Renewal Act of 2009, identified that property owners can decide to not participate in the DRI process if the project is located in a Dense Urban Land Areas (DULA’s). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as “Activity Center” shall be required to have a zoning classification of “Planned Development.” The City shall not use the “Activity Center” land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions:

1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need.
2. Fails to maximize use of existing and future public facilities and services.
3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.
4. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural activities, as well as passive agricultural activities, dormant, unique prime farmlands and soils.
5. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy of providing and maintaining facilities and services, including

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

6. Fails to provide a clear separation between rural and urban uses.
7. Results in the loss of significant open space.

~~POLICY 1.7.6.~~

~~The following guidelines and standards shall be established through the rezoning to Planned Development procedures and shall, at a minimum, address the following:~~

- ~~1. Integration of land uses and enhancement of economic and environmental opportunities;~~
- ~~2. Urban design and architectural control;~~
- ~~3. Coordinated, transportation systems and access management standards;~~
- ~~4. Innovative land use standards designed to protect and enhance environmental resources;~~
- ~~5. Coordinated and orderly provision of public utilities; and~~
- ~~6. Comprehensive provision of educational and recreational activities and facilities. This will require the coordination and approval of the rezoning to "Planned Development" by the appropriate staff member of the Volusia County School Board.~~
- ~~7. The following are specific design guidelines that are established to ensure that projects developed within the "Activity Center" land use provide for a balanced and sustainable mix of uses. All development shall, at a minimum, be required to:~~
 - ~~A. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements;~~
 - ~~B. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects;~~
 - ~~C. Use shared parking, access and loading facilities, as practical in an effort to reduce impervious surfaces;~~
 - ~~D. Promote vehicular, pedestrian, and non-vehicular movement throughout the Activity Center;~~
 - ~~E. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state) which promote linkage with other adjoining developments; and~~
 - ~~F. Use common frontage/service roads where appropriate; and~~

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

~~G. Use shared or joint facilities, such as stormwater, bus stops, and utility easements.~~

~~POLICY 4.7.7. 2.7.6.~~

The Ormond Crossings Activity Center is a project that consists of 2,940 acres of land situated southwest of the ~~FEC~~ Florida East Coast Railroad, north of the City of Ormond Beach Municipal Airport, east of the Flagler County line. There are 155-acres of land located between the ~~FEC~~ Florida East Coast Railroad and US1 that was part of the original annexation. This area is disconnected from the Activity Center project by the ~~FEC~~ Florida East Coast Railroad and is best developed under the commercial and industrial land uses that were originally assigned by the City or Volusia County.

The owner of the property, ~~Tomoka Holdings, L.L.C.~~, working in conjunction with the City, plans to develop the property for a mixed-use development. The City of Ormond Beach vision, as defined by the City Commission in July 2004, establishes specific design, use and development goals for the entire property. The property owner has cooperated with the City of Ormond Beach and prepared a Preliminary Assessment Report that provides better details and direction to the vision established by the City Commission. Both of these documents have been referenced and ~~shall be used for conceptual guidance of the review of the~~ were used in the rezoning to "Planned Development." There are specific conditions that establish minimum standards for the development within the "Activity Center" and the City cannot approve any development orders that deviate from those standards. The standards applicable to the Ormond Crossings project include the following:

1. The project shall consist of a mixture of uses, with the following establishing the minimum building area allocated by use. In order to ensure that the project provides the necessary economic diversity there shall be a minimum of 1,000-acres of land (inclusive of rights-of-way, wetlands and stormwater facilities) to be developed for a "Commerce Park" that will have a mixture of industrial, warehousing, distribution, office and limited retail. This will be coordinated with retail and residential uses in order to minimize net external trips outside the boundary of the Activity Center land use area. The following table establishes the maximum intensities of the uses allowed within the Ormond Crossings project. The table reflects the development intensities required by the City of Ormond Beach and Volusia County in order to ensure a viable economic impact to the area.

Ormond Crossing Activity Center Land Use

Land Use	Total Non-Residential Building Area ⁽¹⁾	Dwelling Units
Commerce Park:		
Office	900,000 sq. ft.	
Business Park/Flex Space	350,000 sq. ft.	
Light Industrial	800,000 sq. ft.	
Mini-warehouse	240,000 sq. ft.	
Warehouse	560,000 sq. ft.	

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

Commercial	200,000 sq. ft.	
Institutional	165,000 sq. ft.	
Elementary School	720 students	
Residential:		2,950

2. The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion of non-residential uses within the Ormond Crossings Activity Center to residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease, provided:
 - A. Aggregate potable water, wastewater and reclaimed water demands of Ormond Crossings shall not exceed the totals proposed for the uses identified in the table above. Any change of land use must address changes to the potable water usage and identify if the potable water capacity allocation under the applicable consumptive use permit is available.
 - B. The intensity within the Business Park shall not exceed 1.0 ~~FAR~~ Floor Area Ratio on any individual building site or an average .35 ~~FAR~~ Floor Area Ratio throughout the entire Business Park.
 - C. The building height shall not exceed 75'.
 - D. Increasing the number of residential units and retail commercial uses is strictly prohibited.
 - E. The change will not increase total offsite traffic impacts from the project (4,551 Net External Peak Hour Trips).
3. The development of this mixed-use project shall incorporate focal points of retail, office, residential and open space to create "Town Centers" that will provide a variety of services to corporate, industrial and residential developments located throughout the project. The final development shall incorporate residential uses in urban, suburban and rural settings. Densities shall be established in the Planned Development Orders, but the total number of units allocated to the portion of Ormond Crossings project in Ormond Beach shall not exceed 2,950 units. There shall be a fixed number of units allowed in the Ormond Beach portion of the project. The final residential densities shall be coordinated with the adjacent uses to ensure compatibility. It is important that the Planned Development use development standards that encourage the use of buffers and clustering of units to ensure that the rural and natural resources of the area are protected. To encourage compact urban development higher density residential uses should be integrated into the office and commercial development occurring within the project.



GOALS OBJECTIVES AND POLICIES

Due to the amount of environmentally sensitive lands located at the southwest portion of the Ormond Crossings Activity Center, west of I-95, near Durance Acres, the use of clustering to establish large tracts of open land for preservation and conservation shall be encouraged.

- A. Provision of utilities and other urban infrastructure shall be the responsibility of the Developer and shall be coordinated with the adjacent counties and municipalities to ensure efficiency. The City shall work with the Developer to establish a Community Redevelopment Agency that will facilitate the design and construction of a “spine road” that serves as a principal arterial roadway. This roadway shall provide for elevated crossings of the Florida East Coast Railroad and I-95 so as to connect the east and west sides of the project. The road shall span from US1 on the east side of I-95 to over I-95 and terminate at Tymber Creek Road on the west side of I-95.
- B. The I-95 and US1 corridors provide for valuable inter and intrastate transportation. The visual impact of this project on these two roadways has been identified as a primary concern by the City Commission. The Planned Development zoning development orders shall include specific design standards for the appearance of the project adjacent to these roadways. The plans shall also include an access management plan that protects the efficiency of the roadway by limiting driveway access, limited number of full turning movement intersections and a hierarchy of principal arterial, collector and local roads that feed into US1.
- C. The project shall provide for a master plan regarding wetland impacts and mitigation. The plan shall also address floodplain issues, such that there is a comprehensive approach to the wetland and flood-prone areas to be impacted by development. The primary purpose is to identify marginal wetland areas that may be developed as well as larger pristine areas that should be protected. The second purpose is to establish a mitigation plan that allows for the transfer of impacts and mitigation that preserves and protects large ecosystems within the project boundary.
- D. The interim use of the property for silviculture, pasture lands and similar low-intensity agricultural uses shall be allowed. A site will no longer be deemed to be in a bona fide agricultural use after there is an active development proceeding on the site. Active development shall mean a site plan or subdivision application for non-agricultural uses has been reviewed and approved by the City. Intensive agricultural uses such as mining, animal/crop processing or animal holding pens for food production shall not be allowed within the project. Provisions implementing this policy shall be incorporated into the Planned Development zoning.
- E. The primary goal of the Ormond Crossings development is to provide an opportunity for the development of industrial uses on the east side of I-95 that is integrated with other commercial, office and residential uses. The final outcome is an integrated mixed-use development that provides opportunities for work, home,

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

social/cultural and preservation of natural resources. The following are guidelines to be used in the drafting of the Planned Development rezoning.

1. Accessibility: In regard to the Ormond Crossings project, accessibility is a primary resource to draw both employment-based users. It is understood that market conditions indicated that the development of the property for residential uses can be accomplished quickly. The primary rationale for attempting to diversify the land uses for non-residential uses is to capitalize on the accessibility to truck and rail freight. This provides the area with a strong attraction. In order to assure that the diversity of land uses within this project is realized, the following conditions should be in place:
 - a. Thoroughfares identified to service industrial uses shall be identified through the zoning to Planned Development. These roads shall be designed to accommodate the loading and travel demands of the pending industrial users. Integration with a grid or modified grid system shall be incorporated into the final design to ensure simplicity in movement of truck and passenger vehicles. The integration of multi-modal opportunities shall be developed and incorporated into the design of all development types.
 - b. Integration with non-industrial uses within Ormond Crossings shall be accomplished through a series of collector roads that connect to the proposed arterial roadway that connects US1.
 - c. Residential development shall be laid out such that each neighborhood shall provide pedestrian connectivity throughout the neighborhood to sidewalks, off-street paths and roadways. The integration of multi-modal opportunities shall be developed and incorporated into the design of all development types.
 - d. Commercial and office uses shall provide for vehicular, pedestrian and multi-modal accessibility throughout the development.
2. Land Use Compatibility: The balancing of industrial retail, residential land use with the natural resources within the Ormond Crossings area is the principal concern of the City. The project provides opportunities to attract significant employment-based land uses, as well as opportunities to preserve, protect and enhance significant natural resources. The following guidelines shall be used as additional requirements to Federal, State and Regional regulations:
 - a. Industrial land uses shall be located to minimize potential negative impacts to wetlands and upland systems. The primary location of intensive industrial uses shall be concentrated on the east side of I-95. There are wetlands of varying quality located on this side of I-95. The large cypress dome located near Harmony Road and Pineland Trail should be preserved and integrated into the stormwater management systems. This area also serves as a potential buffer to the residential uses located south of Ormond Crossings. The other significant wetland resources consist of wet prairies and isolated

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

cypress domes. All of this area has been impacted by wildfires and silviculture. The development of industrial uses adjacent to the FEC Florida East Coast railroad shall be done in a fashion that limits negative impacts to those wetland resources that are to be preserved. Preservation shall be through either public ownership or through private ownership with conservation easements granted to the City and other reviewing agencies.

- b. Traditional retail and industrial uses along the US1 corridor, outside the Activity Center area shall be allowed, however there shall be sufficient standards to ensure:
 - 1) Architectural and landscaping standards that provide for a coordinated and unified development theme to ensure stability and vitality along the corridor;
 - 2) Integration of public spaces connected to the retail areas such as linear parks, sidewalks and trails to ensure that pedestrian and bicycle traffic can easily access the retail centers; and
 - 3) Development of access easements and/or frontage road systems to ensure connectivity between sites and encouraging traffic to remain off of US1.
- c. Office, Multi-family residential and retail uses shall be encouraged to be developed in a "Town Center." The exact location and size shall be determined by the final conceptual plan for the master plan for the Planned Development zoning, but the following guidelines shall be used to finalize the land use plan:
 - 1) Town centers shall have automobile and pedestrian access from local streets to encourage connection to the adjacent neighborhoods;
 - 2) The development standards for town center shall encourage and include for vertical mixes of uses within the same structure such that residential, office, commercial and parking needs are serviced within one building;
 - 3) The town center mix of uses shall include uses that provide for employment-based uses (office, service centers and administrative facilities) combined with service and daily retail needs to service both the residents within the town center and the adjacent residential neighborhoods; ~~and~~
 - 4) The use of civic plazas, parks and defined open space shall be used with streetscape treatments and urban design standards to ensure that the built environment addresses the functional and aesthetics needs of the residents and businesses within the town center; ~~and~~
 - 5) Corporate offices and research and development uses may be located on both sides of I-95 within the Commerce Park. Additionally, these types of uses are appropriate at the interchange of US 1 and I-95 and along

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

the US 1 and I-95 corridors where the buildings, landscaping and design of the site serve as landmarks identifying the Ormond Crossings project to the public;

- 6) Wetland communities have been identified and cataloged as part of the Comprehensive Plan amendment process. This has identified the need to preserve and protect significant resources that are located along the City municipal boundary with Flagler County. The primary areas targeted for preservation are the uplands and wetlands located in Flagler County that cross into Ormond Beach at the southwest quadrant of the Ormond Crossings project. There are pockets of isolated wetlands throughout the site. The goal is to use an ecosystems management philosophy of protecting both wetlands and uplands in both Ormond Beach and Flagler County. The final outcome will be large tracts of land preserved through either public ownership or conservation easement;
- 7) Public structures/parks shall be integrated on both sides of I-95. The need for approximately 45-acres of additional park land will be needed on the west side of I-95. There is approximately 20-acres needed on the east side of I-95. The City working with the property owner will either purchase or extend impact fees in lieu of credit for some portions of these lands. Additionally, the Volusia County School Board will be required to review and approve the Planned Development to ensure that there are adequate facilities being provided to address the intensification of the residential uses. There are opportunities within the town centers of the project to incorporate recreational, social and educational facilities;
- 8) The Developer shall deed an elementary school site to the Volusia County School Board, using a deed form acceptable to the City and the School Board, the Developer shall deed this land to the School Board prior to the City issuing building permits for residential development within the Ormond Crossing project. The school site shall contain a minimum of 20 contiguous, reasonably compact useable, upland acres and shall be located proximate to the residential land uses within the Ormond Crossings project. The Developer working with the School Board and the City shall provide for interconnected bicycle and pedestrian trails systems that provide direct access from the residential areas of the project;
- 9) Archeological Resources shall be protected by requiring that all development be consistent with currently adopted standards within the City of Ormond Beach Land Development Code. At a minimum, construction personnel at the Ormond Crossings project shall be notified through posted advisories or other methods of the potential for artifact discoveries and to report suspected findings to the Developer. In the event of discovery of artifacts of historic, archeological or

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

paleontological significance during development of Ormond Crossings, the Developer shall stop construction at the site of discovery and notify the City and the Division of Historical Resources (DHR) of the Florida Department of State. From the date of notification, development shall be suspended within a radius of 100 feet around the site of discovery for a period of 120-days to allow for evaluation of the site. The Developer shall provide proper protection of the discovery to the satisfaction of the Division of Historical Resources ~~DHR~~, Volusia County and the City;

- 10) The Developer shall provide for affordable housing to persons who are considered to be within the low- and moderate-income levels. Low and moderate income are defined as 60% of ~~AMI~~ Area Median Income to 80% of ~~AMI~~ Area Median Income. ~~AMI is Area-wide Median Income.~~ Those units set aside to meet the minimum number units as established in the Planned Development zoning shall be subject to covenants and restrictions to assure the continued affordability of the units;
- 11) Energy conservation shall require that all residential construction within the Ormond Crossings Activity Center shall utilize energy saving techniques consistent with the EnergyStar standard for new homes. Non-public and public common facilities, such as community clubhouse buildings, shall follow the elements of sustainable development standard established by appropriate organizations, such as Leadership in Energy and Environmental Design (LEED) or Florida Green Building Coalition (FGBC). Commercial and Industrial buildings are encouraged to follow these standards to the maximum extent feasible. Additionally, the development shall utilize “dark skies” measures to reduce light pollution, subject to the City’s review and approval as based on the latest standards for safety and security; and
- 12) The Developer shall deed to the City a fire station site, acceptable to the City, containing up to 3 upland acres, which shall be located within a service delivery area acceptable to the City for purposes of providing fire and emergency management services to the Project. The fire station site shall be deeded to the City free of charge, on a form acceptable to the City, and shall be free and clear of liens or encumbrances. The Developer shall convey title to the fire station site to the City within 90 days following a request from the City. The Developer is responsible for the full cost of construction of the structure and purchase of a pumper and ladder truck, as specified by the City of Ormond Beach Fire Department.



GOALS OBJECTIVES AND POLICIES

GOAL ~~2.~~ 3. LAND USE COMPATIBILITY

THE LAND USE ELEMENT SHALL, ENSURE THAT LAND USES ARE AVAILABLE IN A COMPATIBLE ARRANGEMENT MAXIMIZING EFFICIENT USE OF PUBLIC INFRASTRUCTURE WHILE MINIMIZING NEGATIVE IMPACTS UPON EACH OTHER. THE CITY SHALL ENSURE ADEQUATE MANAGEMENT OF FUTURE DEVELOPMENT THROUGH THE CONTINUED REVIEW OF EXISTING REGULATIONS AND, WHERE NECESSARY, THE GENERATION, ADOPTION AND IMPLEMENTATION OF EFFECTIVE, COMPREHENSIVE, AND EQUITABLE DEVELOPMENT STANDARDS IN ORDER TO FURTHER THE QUALITY OF NEW DEVELOPMENT.

OBJECTIVE ~~2.1.~~ 3.1. DEVELOPMENT REGULATIONS

The City's Land Development Code shall include innovative techniques to guide development of land in such a manner as not to reduce reliance upon land use type separation as the sole way of assuring compatibility of various uses. This would include increased landscaping, buffering, fencing (and walls), lighting, signage, and architectural controls.

POLICY ~~2.1.1.~~ 3.1.1.

The City shall adopt and maintain land development regulations that contain specific provisions required to implement the Comprehensive Plan and which at a minimum:

- a. Regulate the subdivision of land;
- b. Regulate the use of land and waterbodies consistent with this Plan and ensure the compatibility of adjacent land uses;
- c. Provide for open space;
- d. Protect the City's natural resources;
- e. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
- f. Protect potable water well fields and aquifer recharge areas;
- g. Regulate signage;
- h. Ensure safe and convenient traffic flow on and off site and vehicle parking needs;
- i. Provide that development orders and permits issued shall not result in a reduction below the level of service standards adopted in the Comprehensive Plan;
- ~~j.—Provide for the transfer of development rights;~~
- ~~k.~~ j. Contain performance standards for protecting archaeological or historically significant properties or buildings;
- ~~l.~~ k. Protect against adverse impacts to wildlife and their habitats; and

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

- ~~m.~~ 1. Provide architectural control regulations for commercial, multi-family and industrial buildings.

POLICY ~~2.1.2.~~ 3.1.2.

Innovative land development regulations, which may include planned developments, mixed-use land use development techniques, form-based regulations, and redevelopment plans for the Downtown Community Redevelopment Area, shall be encouraged where appropriate.

POLICY ~~2.1.3.~~ 3.1.3.

The City shall, through the site plan review process, carefully evaluate potential on-site and off-site environmental impacts and require appropriate buffers and other site design features for development in those areas defined as “Environmentally Sensitive” in Policy 45.1.1. of this Element.

POLICY ~~2.1.4.~~ 3.1.4.

The City shall maintain an on-going, informal program to research and evaluate alternative development controls including performance standards, and solicit input from other planning agencies, private developers and concerned citizens.

POLICY ~~2.1.5.~~ 3.1.5.

Where commercial and/or industrial uses abut residential areas, the City shall continue to require the provision of appropriate buffers and establish operational and development standards to reduce or eliminate any negative environmental impacts (e.g., excess noise, odor, or light intrusion) that such commercial uses may generate.

POLICY ~~2.1.6.~~ 3.1.6.

The City shall periodically review and revise its existing zoning, landscaping, and environmental control regulations to ensure their effectiveness in controlling development activities in compliance with the intent of the Future Land Use Element.

POLICY ~~2.1.7.~~ 3.1.7.

Existing zoning shall be changed as necessary to be consistent with the Future Land Use Element.

POLICY ~~2.1.8.~~ 3.1.8.

The City shall review existing strip commercial developments to improve their function, access, appearance, and other aspects that make strip commercial development undesirable, as provided by the non-conforming provisions of the Land Development Code.



GOALS OBJECTIVES AND POLICIES

POLICY ~~2.1.9.~~ 3.1.9.

Infrastructure and utility structures, such as cellular communication towers, water, sewer, and energy transmission facilities shall be designed and located to minimize adverse visual impacts on the landscape. Utilities shall locate underground to the maximum extent possible.

POLICY ~~2.2.10.~~ 3.1.10.

The City shall continually review existing zoning regulations to incorporate requirements that would help reduce the impact that a high intensive use would have on a less intensive use.

POLICY ~~2.2.11.~~ 3.1.11.

The City will encourage the elimination and ~~inconsistent~~ inconsistencies with the City's character through its Land Development Code regulations. Uses inconsistent to the Comprehensive Plan shall be brought into conformance with a change of use or when they have been vacant for six months or longer.

OBJECTIVE ~~2.2.~~ 3.2. CONCURRENCY

The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.

POLICY ~~2.2.1.~~ 3.2.1.

Development orders and permits shall be specifically conditioned on the availability of facilities and services necessary to serve the proposed development, in accordance with the Concurrency Management System.

POLICY ~~2.2.2.~~ 3.2.2.

Future land use designations, requests for rezoning, and development approval shall be coordinated with the availability of adequate facilities and services including, but not limited to, schools, roads, solid waste collection, stormwater management, fire and police protection, emergency medical services, potable water and sanitary sewer services, parks and recreation, cultural facilities, telephone and electric service, general public administration, and evacuation facilities.



GOALS OBJECTIVES AND POLICIES

POLICY ~~2.2.3~~ 3.2.3.

Require that water supply, production facilities and Consumptive Use Permit (C.U.P.) capacity is available for new site plan and/or subdivision developments, prior to issuance of development orders.

OBJECTIVE ~~2.3.~~ 3.3. URBAN SPRAWL

The City shall manage the available supply of developable land by delineating the amount of land and by distributing the types of land uses needed to accommodate growth and development. The City shall, through intergovernmental coordination, discourage urban sprawl by directing urban development to the areas within its urban service area boundaries.

POLICY ~~2.2.1.~~ 3.3.1.

The City shall limit urban sprawl by directing urban growth to those areas where public facilities and services are available.

POLICY ~~2.2.3.~~ 3.3.2.

The City recognizes that the urban growth area must be relatively stable and shall thus resist expansion of the area unless it can be demonstrated that the supply of available land inside the urban boundary will be exhausted within a five-year period.

POLICY ~~2.2.4.~~ 3.3.3.

Future urban development requiring access or connection to public facilities shall be located within the incorporated area or within the designated urban service boundaries in the unincorporated areas established by interlocal agreement.

POLICY ~~2.2.5.~~ 3.3.4.

In order to protect natural resources, new development and redevelopment shall be encouraged to infill existing developed areas.

OBJECTIVE ~~2.4.~~ 3.4. SMART GROWTH

Future land use designations, requests for rezoning, and development approval shall be in accordance with smart growth principals to foster a sense of community including:

- Creating a range of housing opportunities;
- Creating walkable neighborhoods;
- Encouraging stakeholder collaboration;
- Fostering a sense of place;



GOALS OBJECTIVES AND POLICIES

- Promoting mixed land uses;
- Preserving open space, and agricultural and environmentally sensitive lands;
- Providing a variety of transportation choices;
- Directing development towards existing public facilities; and
- Promoting compact building design.

POLICY ~~2.4.1.~~ 3.4.1.

Encourage development projects to include homes affordable to a diversity of income ranges.

POLICY ~~2.4.2.~~ 3.4.2.

Ensure opportunities for meaningful stakeholder participation throughout all stages of planning and policy implementation.

POLICY ~~2.4.3.~~ 3.4.3.

Maintain a sense of place by preserving the character of historic districts and areas in the City with a high concentration of locally designated historic properties and cultural resources through preservation, maintenance and rehabilitation of resources to the greatest extent possible.

POLICY ~~2.4.4.~~ 3.4.4.

Maintain a sense of community through the landscaping of parks, recreation areas and medians, as well as the City's greenbelt and gateway preservation overlay district.

POLICY ~~2.4.5.~~ 3.4.5.

Encourage a mix of land uses and expand housing choices by developing areas of infill or underutilized vacant land in the downtown.

POLICY ~~2.4.6.~~ 3.4.6.

Direct future growth away from environmentally sensitive areas.

POLICY ~~2.4.7.~~ 3.4.7.

Encourage cluster development which promotes the efficient use of open space and reduces development costs, in areas where services and facilities exist or are planned.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~2.4.8.~~ 3.4.8.

Expand transportation choices by ensuring an efficient network of roads, sidewalks, and bike paths that are safe for pedestrians, bicyclists and vehicular traffic.

POLICY ~~2.4.9.~~ 3.4.9.

Implement Transit-Oriented Development in accordance with the Transportation Element.

POLICY ~~2.4.10.~~ 3.4.10.

Direct development towards existing residential communities and planned growth areas already served by infrastructure, to utilize resources that existing neighborhoods offer, thereby conserving open space and natural resources on the urban fringe.

POLICY ~~2.4.11.~~ 3.4.11.

Promote shared driveway access, shared parking spaces, and coordinated site plan designs to avoid new commercial strip development.

POLICY ~~2.4.12.~~ 3.4.12.

Promote environmental protection, reduced natural resource consumption and energy management into the design and construction of buildings.

OBJECTIVE ~~2.5.~~ 3.5. COMPREHENSIVE PLAN AMENDMENTS

The City shall review proposed text and Future Land Use Map amendments based upon state requirements, Volusia County Growth Management Commission regulations, and the Goals, Objectives, and Policies of the City's Comprehensive Plan.

POLICY ~~2.5.1.~~ 3.5.1.

The intensity of use in non-residential categories shall be measured by five (5) parameters that are common to the type and character of development that generally prevails in each category. These include percentage of impervious surface or its converse, the amount of open space and landscaping; the height of buildings; the amount of traffic generation; visual impact in terms of aesthetic considerations; and external impacts in the form of odor, noise, glare, vibrations, and air pollution. The following table has been developed to measure intensity levels for non-residential uses.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

Land Use Designation	Impervious Surface	Height	Traffic Generation	Visual Impact	Glare Noise Odor	Total	Intensity Level
General Commercial	5	2	5	3	3	18	4
Heavy Commercial	5	2	4	5	5	21	6
Tourist Commercial	5	5	3	4	3	20	5
Residential/Office, Retail	4	4	4	2	1	15	2
Industrial/Utilities	3	2	3	4	4	16	3
Government/Institutional	2	2	4	1	1	10	1

POLICY ~~2.5.2.~~ 3.5.2.

The following criteria shall be used in reviewing Comprehensive Plan amendments:

1. Consistency with the Goals, Objectives, and Policies of ~~this~~ the City's Comprehensive Plan.
2. Consistency with state requirements, including ~~9J-5~~ and Florida Statute requirements.
3. If the amendment is a map amendment, is the proposed change an appropriate use of land.
4. If the amendment is a map amendment, the impacts on the Level-of-Service Standards of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities.
5. If the amendment is a map amendment, impacts to surrounding jurisdictions.

POLICY ~~2.5.3.~~ 3.5.3.

All Comprehensive Plan amendments shall require the advertising and notification requirements of Florida Statutes and Chapter I, Introduction, Plan Administration of this Comprehensive Plan.

OBJECTIVE ~~2.6.~~ 3.6. SUSTAINABILITY

Promote compact, mixed-use, and energy efficient development arranged to encourage pedestrians, bicycle and transit use, to reduce greenhouse gases (GHGs).

POLICY ~~2.6.1.~~ 3.6.1.

The City shall seek opportunities to implement green and sustainable initiatives regarding, but not limited to, carbon footprint reduction, water ~~and~~ conservation and reuse, recycling, waste and energy reduction, reuse of resources, greater operational efficiency, land use and transportation practices, multi-pollutant prevention, and environmental improvements.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~2.6.2.~~ 3.6.2.

Develop an Energy Efficiency and Conservation Strategy and an Energy Conservation Master Plan in accordance with the Energy Efficiency and Conservation Block Grant Program to develop City GHGs greenhouse gases emissions baseline data, to set GHG greenhouse gases emission goals and develop strategies to reduce greenhouse gases.

POLICY ~~2.6.3.~~ 3.6.3.

Promote technology to change and adapt the heating, cooling, insulation, ventilation, and lighting systems of structures to achieve greater energy efficiency.

POLICY ~~2.6.4.~~ 3.6.4.

Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

POLICY ~~2.6.5.~~ 3.6.5.

Encourage integration of passive solar design, green roofs, active solar, and other renewable energy sources into development projects through the Land Development Code.

POLICY ~~2.6.6.~~ 3.6.6.

Encourage urban design strategies that maximize use of renewable, sustainable, active, and passive sources of energy design in architecture.

POLICY ~~2.6.7.~~ 3.6.7.

Encourage food production for local consumption to reduce VMTs Vehicle Miles Traveled, thereby reducing GHG greenhouse gases, by encouraging farmers markets and community gardens.

POLICY ~~2.6.8.~~ 3.6.8.

The potential for reducing Vehicle Miles Traveled (VMTs) and GHG greenhouse gases emissions shall be considered in all location and investment decisions for public facilities.

POLICY ~~2.6.9.~~ 3.6.9.

Promote the redevelopment of brownfield and greyfield sites to reduce VMTs Vehicle Miles Traveled to reduce pressures for greenfield development.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~2.6.10.~~ 3.6.10.

Support technology and business practices that enable people to reduce ~~VMTs~~ Vehicle Miles Traveled from home to work, including increased flexibility for home office uses.

POLICY ~~2.6.11.~~ 3.6.11.

Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage community residents and business owners to invest in energy-efficiency improvements through community outreach efforts, such as the City's Website.

POLICY ~~2.6.12.~~ 3.6.12.

Encourage design techniques and materials that reduce heat absorption, thereby reducing the heat island effect.

POLICY ~~2.6.13.~~ 3.6.13.

The designated Transportation Concurrency Exception Areas as identified in the Transportation Element and depicted as Figures 6 through 10 in the Future Land Use Map Series, shall also be designated as the City's Energy Conservation Areas.



GOALS OBJECTIVES AND POLICIES

GOAL ~~3.4.~~ BUILDING HEIGHT

THE CITY SHALL MAINTAIN HEIGHT RESTRICTIONS TO PRESERVE THE LOW-RISE CHARACTER OF THE CITY.

OBJECTIVE ~~3.1.~~ 4.1. HEIGHT LIMITS

Height limits shall be maintained consistent with the voter approved charter amendments.

POLICY ~~3.1.1.~~ 4.1.1.

In order to maintain consistency with the 2006 City Charter amendment, there shall be a limitation such that all buildings within the corporate limits of the City of Ormond Beach will not exceed a maximum height of 75' as per the approved 2006 charter amendment.

POLICY ~~3.1.2.~~ 4.1.2.

Any multi-family or nonresidential building taller than seventy-five (75) feet that existed on November 14, 2006, or (ii) the only development order that received final development approval before November 14, 2006, for the construction of a multi-family building over seventy-five (75) feet in height, so long as the development order has not lapsed, expired or been terminated. Any such building may be maintained, repaired, constructed and reconstructed to the same height and within the same building footprint as it existed on November 14, 2006, and in accordance with any applicable development order then in effect, subject to any other applicable federal, state and local laws.



GOALS OBJECTIVES AND POLICIES

GOAL 4. 5. PROTECTION OF NATURAL AND HISTORIC RESOURCES

THE CITY SHALL ENSURE THAT PLANNING AND DEVELOPMENT POLICIES MANAGE, CONSERVE, AND PROTECT THE NATURAL, SCENIC AND HISTORIC RESOURCES AND ENVIRONMENTAL QUALITY OF THE CITY.

OBJECTIVE ~~4.1.~~ 5.1. DEVELOPMENT IN “ENVIRONMENTALLY SENSITIVE” AREAS

The City shall monitor and review any development that occurs or is proposed to occur in or adjacent to "Environmentally Sensitive" areas to ensure that new development and site management practices are compatible with the ecological function of these areas.

POLICY ~~4.1.1.~~ 5.1.1.

Environmentally sensitive land shall be designated as follows:

1. All areas of the City shown as “Open Space/Conservation” on the Future Land Use Map.
2. All areas proposed for acquisition for conservation (~~e.g.~~included but not limited to, Conservation and Recreational Lands, Land and Water Conservation Fund, Volusia County Land Acquisition Trust Fund proposal sites).
3. Halifax River and adjacent lands, including wetlands and vegetative buffers.
4. Tomoka River and adjacent lands, including wetlands and vegetative buffers.
5. Intact sand dunes and beach.
6. All creeks or streams, adjacent lands including wetlands and vegetative buffers (e.g., Thompson’s, Strickland, Groover, Priest, and Dodson’s Creeks; Misner’s Branch and the Little Tomoka River).
7. All floodways and flood prone areas.
8. Critical habitat areas for designated flora, fauna, and marine species.
9. Primary aquifer recharge areas.
10. Wellfield protection zones of influence associated with municipal wellfields.
11. Areas subject to erosion.
12. Tomoka Marsh Aquatic Preserve and the Tomoka River Manatee Sanctuary.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~4.1.2.~~ 5.1.2.

The City shall continue planning efforts to more specifically define “Environmentally Sensitive” areas and assist developers in minimizing environmental impacts through location and design measures.

POLICY ~~4.1.3.~~ 5.1.3.

The City shall establish regulations and standards to protect wellfields and their wellfield protection zones of influence, when determined by the St. Johns River Water Management District, from negative impacts.

POLICY ~~4.1.4.~~ 5.1.4.

Any activity proposed in or adjacent to environmentally sensitive lands shall be consistent with the requirements of the appropriate policies of the Comprehensive Plan and City ordinance and any adopted management plans.

POLICY ~~4.1.5.~~ 5.1.5.

The City shall refer, as appropriate, development proposals in or adjacent to environmentally sensitive areas to the respective Federal, State and regional agencies for their review and comment.

POLICY ~~4.1.6.~~ 5.1.6.

The City shall, in conjunction with the Department of Environmental Protection, maintain and review its environmental protection regulations as necessary to protect environmentally sensitive lands within the Tomoka Marsh Aquatic Preserve and shall continue to review development activity to ensure general consistency with the Tomoka Marsh Aquatic Preserve Management Plan.

POLICY ~~4.1.7.~~ 5.1.7.

Dredge ~~spoil~~material management sites are a public use required for the safe and efficient operation of the Intracoastal Waterway. It is the legislative mandate of the Florida Inland Navigation District (FIND) to provide all lands necessary for the construction, operation and maintenance of the Atlantic Intracoastal Waterway in Florida. Site selection for ~~spoil~~dredge material management sites are performed by ~~FIND~~ the Florida Inland Navigation District in conformance with their legislative mandate. Site inventories as part of ~~FIND'S~~ the Florida Inland Navigation District's annual public facilities report shall be submitted to the City ~~annually starting with the 1998 annual report as directed by Section 189.08, Florida Statutes.~~

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

~~POLICY 4.1.8.~~ 5.1.8.

The City shall be notified by the Florida Department of Environmental Protection when ~~FIND~~ the Florida Inland Navigation District submits a permit for a new or modified ~~dredge~~ spoil-site Dredged Material Management Area. The City Commission may submit comments to the Florida Department of Environmental Protection regarding the consistency/inconsistency of the permit application with the City's Comprehensive Plan compatible with the provisions of Chapter 403.973(24)(a), Florida Statutes.

~~POLICY 4.1.9.~~ 5.1.9.

~~No new spoil islands shall be developed except when showing that their development is in the public interest and a hardship would result if the development is not authorized consistent with Rule 18.012, Florida Administrative Code.~~ The City will continue to work with the Florida Inland Navigation District and the U.S. Army Corps of Engineers to maintain the Intracoastal Waterway for the benefit of its citizens and visitors and seek opportunities for the beneficial re-use of dredge material.

~~POLICY 4.1.10.~~

~~Proposals for the public development of spoil islands within the City of Ormond Beach should receive public comments through a public hearing conducted within the City limits of Ormond Beach, consistent with Rule 18.012, Florida Administrative Code.~~

~~POLICY 4.1.11.~~

~~Unauthorized structures that have been constructed on spoil islands shall be removed in a manner consistent with Rule 18.21.012, Florida Administrative Code.~~

~~POLICY 4.1.12.~~ 5.1.10.

The City of Ormond Beach adopts and incorporates the Ormond Scenic Loop & Trail vision statement and map series in the Future Land Use Element as included in the adopted Ormond Scenic Loop & Trail Corridor Management Plan.

OBJECTIVE ~~4.2.5.2.~~ 5.2. FLOOD CONTROL AND STORMWATER RUNOFF

Through the provisions of the Land Development Code, the City shall manage development to minimize flood damage and runoff from development to lessen the potential degradation of the City's surface water bodies, as per the intent of the Conservation, Coastal Management and Utilities Elements of the City's Comprehensive Plan.



GOALS OBJECTIVES AND POLICIES

POLICY 4.2.1.5.2.1.

The City shall review all development plans to ensure that development is consistent with the City's ~~Flood Damage Control~~ Floodplain Management and Protection, Surface Water Runoff Control, and Wetlands Protection provisions in the Land Development Code and the Comprehensive Plan, and that all practical and feasible measures have been incorporated to minimize flood damage potential.

POLICY 4.2.2.5.2.2.

The City shall use detailed area-wide drainage plans to reduce flooding potential and minimize direct discharge of stormwater runoff into surface waterbodies. The City shall cooperate with Volusia County and adjoining communities in this effort.

POLICY 4.2.3.5.2.3.

Wherever feasible, the viability of natural drainage systems shall be maintained to prevent potential flooding problems and costly structural water control measures.

POLICY 4.2.4.5.2.4.

On an ongoing basis, the City shall update its mapping of flood prone areas to include an inventory of existing land uses, structures susceptible to damage and flooding, and an inventory of flood water conveyance structures and features. The update shall be incorporated into the Comprehensive Plan Update and shall further inventory and analyze future land uses proposed for flood prone areas to determine the suitability of such uses.

OBJECTIVE 4.3.5.3. PRESERVATION OF NATURAL FLORA AND FAUNA

The City shall encourage developers to incorporate, to the extent feasible, retention of natural vegetation in project design and ensure that significant aesthetic and natural features are not destroyed.

POLICY 4.3.1.5.3.1.

All new developments shall be reviewed for potential adverse environmental impacts.

POLICY 4.3.2.5.3.2.

The City shall maintain on-going programs that identify and preserve unique aesthetic and natural features.



GOALS OBJECTIVES AND POLICIES

POLICY ~~4.3.3.5.3.3.~~

The City shall, in cooperation with Volusia County, monitor and analyze surface water quality in the Tomoka River and Halifax River. The City shall take remedial action and adopt new regulations, as appropriate to maintain or improve its quality.

OBJECTIVE ~~4.4.5.4.~~ COORDINATION WITH NATURAL RESOURCES

The density and intensity of future land uses and any proposed development activity shall be coordinated with the natural conditions of the area, including topography, drainage, and soil conditions in order to maintain and protect vital natural functions and environmentally sensitive areas.

POLICY ~~4.4.1.5.4.1.~~

Review land use change and development approval requests for potential impact on natural conditions and for consistency with the environmental protection requirements of the Surface Water Runoff Control, Wetlands Protection, and Floodplain Management and Protection ~~Damage Control~~ Ordinances and with the Utilities, Coastal Management and Conservation Elements of the Comprehensive Plan.

POLICY ~~4.4.2.5.4.2.~~

Encourage the use of cluster development or innovative design measures to ensure the protection of natural resources.

POLICY ~~4.4.3.5.4.3.~~

The City shall update its Land Development Code, as necessary, to maintain specific and detailed provisions which regulate the use of land and water bodies consistent with the Comprehensive Plan and to ensure the compatibility of such uses with the natural resources of the community.

POLICY ~~4.4.4.5.4.4.~~

The location, development, and significance of topography, vegetation, wildlife habitat, flood hazard, the 100-year flood area, and soils for a particular site will be determined during the development review process from information required to be submitted to the City, in accordance with the criteria of Environmental Assessment Reports and that criteria of the relative ordinances for tree protection, wetlands protection, stormwater management, and flood damage control floodplain management and protection. This shall include recordation of Federal Emergency Management Administration (FEMA) flood zone designations on site plans and plats.



GOALS OBJECTIVES AND POLICIES

OBJECTIVE 4.5.5.5. SIGNIFICANT HISTORICAL, ARCHITECTURAL, ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES

The City shall continue to maintain land development regulations that identify, designate, and protect historical resources.

POLICY 4.5.1.5.5.1.

The City shall maintain the ~~Local~~ Ormond Beach Historic Landmark List and continue to identify and designate historically significant sites and buildings.

POLICY 4.5.2.5.5.2.

The City shall continue to implement the historic preservation ordinance that protects historic landmarks from alteration or demolition, and apply it to historical, architectural, archaeological, and paleontological resources in accordance with the Cultural and Historical Resources Element.

OBJECTIVE 4.6.5.6. ENVIRONMENTAL CORE OVERLAY

To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Ormond Beach.

POLICY 4.6.1.5.6.1.

To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Ormond Beach, the city adopts the Environmental Core Overlay or “ECO” Map as a ~~component~~ Figure 13 of the Future Land Use Map series.

POLICY 4.6.2.5.6.2.

The City supports the adopted smart growth goals, objectives and policies of the ~~Volusia~~ County’s Comprehensive Plan and will actively participate with Volusia County and local jurisdictions in the further development of policies that serve to manage future development that occurs within developable tracts of the adopted ~~ECO~~ Environmental Core Overlay Map.

POLICY 4.6.3.5.6.3.

Where land is partially or fully within ~~ECO~~ the Environmental Core Overlay, proposed development activities shall be encouraged to utilize innovative and flexible land development and planning techniques ~~such as transfer of development rights~~.



GOALS OBJECTIVES AND POLICIES

GOAL 5.6. ANNEXATION

THE CITY PROVIDES UTILITY SERVICE BEYOND IT'S MUNICIPAL LIMITS AND SHALL REQUIRE THAT ANY CONNECTION TO THE CITY UTILITY SYSTEM EITHER ANNEX INTO THE CITY OR ENTER INTO AN ANNEXATION AGREEMENT IF NOT CONTIGUOUS FOR UTILITY SERVICE.

OBJECTIVE 5.1.6.1. ANNEXATION

Newly annexed areas and new development shall not impose additional tax burdens on City residents or adversely impact City managed natural resources, public facilities and services, including potable water, sanitary sewer, drainage, solid waste, parks and recreation, and cultural facilities. Future land uses shall be located consistent with the provision of public facilities and services.

POLICY 5.1.1.6.1.1.

Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

POLICY 5.1.2.6.1.2.

The cost of off-site water and sewer trunk lines shall be borne by the Developer with reimbursements limited to the amount specifically provided for in the impact-connection fee structure for such areas.

POLICY 5.1.3.6.1.3.

Impact-Connection fee districts shall be established with the impact-connection fee rate structure reflective of the availability or non-availability of a trunk line system. The plant impact-connection fee shall be paid on the same basis as the remainder of the City, even where development is converted from on-site to City systems.

POLICY 5.1.4.6.1.4.

Water and/or sewer service ("city utilities") may be provided to property or areas outside of the city's municipal boundaries that are considered suitable for annexation, as follows:

1. For property that is contiguous to the city's municipal boundaries and that meets other legal requirements for annexation, the property owner must annex the property prior to or concurrent with connection to the city's utilities.
2. Except as otherwise provided in paragraph 6 of this policy, the property owner executes and records an agreement to annex at the time the property is contiguous to the city's municipal boundaries and meets all other legal requirements for annexation.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

3. If connection to city utilities is necessary to develop the property, the proposed development is found to be generally consistent with the goals and policies of the SLDR Suburban Low Density land use category district or other appropriate land use designation.
4. The proposed development is contiguous to a water and/or sewer service area.
5. As otherwise provided by an interlocal agreement between the city and a governmental entity.
6. As otherwise provided for properties in a utility service area established by the city commission; such utility service areas include at the present time but are not necessarily limited to the following:
 - a) North Peninsula Water District (Ormond-By-The-Sea) established in 1979 by Ordinance 79-45 (Article 1, Division 3, Chapter 22, Code of Ordinances). Neither annexation nor an annexation agreement shall be required for connection to city utilities; and for properties with existing annexation agreements, annexation shall not be compelled without the consent of the property owner at the time of annexation.
 - b) West Ormond Utilities District established in 1989 by Ordinance 89-43 (Article VI, Chapter 22, Code of Ordinances). Annexation or an annexation agreement shall be required as conditions to connect to city utilities.
 - c) North U.S. Highway 1 Interlocal Planning and Municipal Service Area established in 2014 by Ordinance 2014-27 recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida. (Article VII, Chapter 2, Land Development Code). The Interlocal Service Boundary Agreement was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project. The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County. Annexation or an annexation agreement shall be required as conditions to connect to city utilities within the North U.S. Highway 1 Interlocal Planning and Municipal Service Area.
 - d) Hunter's Ridge-Flagler County ~~DRI~~ Development of Regional Impact Service Area established in 2016 by Ordinance 2016-25 (Article IV, Chapter 22, Code of Ordinances). The properties in this service area are situated in Flagler County; therefore, the city's utility connection policy that would otherwise require a property owner to annex or to execute an annexation agreement shall not apply.



GOALS OBJECTIVES AND POLICIES

- e) As may be provided in other utility service areas that are established after the adoption of this policy.
- 7. Except as otherwise provided in this policy, connection to city utilities shall be deemed to be consent to annexation.

POLICY ~~5.1.5~~.6.1.5.

Proposed developments in annexed areas that are not located in close proximity to water and sewer infrastructure may be allowed to provide interim on-site water and sewer infrastructure, provided that all necessary State permits are secured; the development is dry-lined and all related infrastructure is in place to ensure future connection to the City system when available. To facilitate connection, ~~impact~~-connection fees shall be prepaid, bonded for, or otherwise guaranteed in a manner acceptable to the City.

POLICY ~~5.1.6~~.6.1.6.

New development shall be encouraged to provide on-site amenities commensurate with their projected populations including common open space, recreation facilities including game courts, swimming pools, community centers, and tot-lots.

POLICY ~~5.1.7~~.6.1.7.

The City shall cooperate with ~~the~~-Volusia County in establishing urban service areas as appropriate for police, fire, recreation, cultural and other activities and centers so that appropriate ~~impact~~-connection fees can be paid or bonded for development in the unincorporated area that may be annexed to the City, or such funds transferred to the City where the impact fee had previously been collected by Volusia County.

POLICY ~~5.1.8~~.6.1.8.

The City shall not reject annexation requests of strip commercial uses based solely on their design or functionality.

POLICY ~~5.1.9~~.6.1.9.

All new development proposing the use of interim package plants shall occur in an orderly and economical manner, with those areas having the greatest combined complement of urban public facilities and services receiving development first. New land areas will be staged for urbanization in a contiguous manner that minimizes additional public investments.



GOALS OBJECTIVES AND POLICIES

GOAL ~~6.7.~~ PLANNING PROCESS

CONTINUE TO IMPLEMENT A PERMANENT AND EFFECTIVE LOCAL LAND USE PLANNING PROCESS, BASED ON SOUND PROFESSIONAL PLANNING PRINCIPLES AND THE DESIRES OF THE CITIZENRY TO GUIDE THE FUTURE DEVELOPMENT OF THE CITY TO ENSURE THE HIGHEST QUALITY OF LIFE POSSIBLE FOR ALL EXISTING AND FUTURE RESIDENTS.

OBJECTIVE ~~6.1.7.1.~~ PUBLIC PARTICIPATION

The City should continue to provide adequate opportunity for citizen initiative and participation in the planning process. This shall include notification procedures appropriate to the planning issue.

POLICY ~~6.1.1.7.1.1.~~

The City, through the City Commission, the Planning Department, and advisory boards, shall continue to solicit public input and involvement in all areas of planning.

POLICY ~~6.1.2.7.1.2.~~

The City Commission and the Planning Department shall continue and, where necessary, improve and initiate measures to increase citizen awareness concerning planning issues.

OBJECTIVE ~~6.2.7.2.~~ COORDINATION OF POPULATION WITH HURRICANE EVACUATION PLANS

New development and coastal area population densities shall be coordinated with the local peacetime emergency management plan and any other interagency hurricane evacuation plans.

POLICY ~~6.2.1.7.2.1.~~

New development shall be managed so that public facility and service needs required to meet adopted hurricane evacuation times and needs as are maintained at the adequate level-of-service.

POLICY ~~6.2.2.7.2.2.~~

All requests for rezoning and land uses changes shall be considered in coordination with the criteria of the City's Coastal Management Element and the Volusia County Comprehensive Emergency Management Plan.



GOALS OBJECTIVES AND POLICIES

GOAL 7.8. DOWNTOWN COMMUNITY REDEVELOPMENT AREA

THE DOWNTOWN MASTER PLAN UPDATE WAS ADOPTED BY THE CITY COMMISSION ON ~~SEPTEMBER 18, 2007~~ OCTOBER 1, 2019. COVERING THE AREA BETWEEN ORCHARD STREET AND THE OCEAN AND BETWEEN LINCOLN AND TOMOKA AVENUES, THE PLAN REPRESENTS THE CITIZENS' VISION FOR REDEVELOPMENT AND GROWTH. THE VISION ENCOMPASSES THE FOLLOWING THEMES.

- ECONOMIC DEVELOPMENT – FOSTER A SUCCESSFUL AND ATTRACTIVE PEDESTRIAN ORIENTED DOWNTOWN RETAILING PLACE;
- SENSE OF PLACE & APPEARANCE – PROMOTE A SENSE OF PLACE AND PHYSICAL PRESENCE;
- ARTS & CULTURE – ENHANCE “COMMUNITY” UTILIZING THE ARTS AND DOWNTOWN’S CULTURAL ASSETS;
- ~~MAXIMIZE THE WATERFRONT AS AN ASSET FOR REDEVELOPMENT;~~
- TRANSPORTATION & CIRCULATION – RECLAIM GRANADA BOULEVARD AS A SHARED PUBLIC REALM;
- RESIDENTIAL NEIGHBORHOODS – PRESERVE AND ENHANCE RESIDENTIAL NEIGHBORHOODS;
- STANDARDS & REGULATIONS – CREATE A SUPPORTIVE REGULATORY ENVIRONMENT AND GOVERNMENTAL STRUCTURE THAT ENABLES POSITIVE REINVESTMENT; AND
- ~~HAVE A BIAS FOR ACTION.~~ENSURING THE VISION – COMMIT TO A STRATEGY OF ACTION ORGANIZED AROUND PROJECTS AND CHAMPIONS TO GET RESULTS.
- RECREATION & OPEN SPACE – MAXIMIZE THE USE OF AVAILABLE OPEN SPACE FOR COMMUNITY ENJOYMENT; AND
- ENVIRONMENTAL SUSTAINABILITY – FOSTER AN ENVIRONMENTALLY CONSCIOUS COMMUNITY;

THE PLAN ADDRESSES A WIDE RANGE OF ISSUES INCLUDING INFILL DEVELOPMENT, RECREATION, LAND DEVELOPMENT REGULATIONS, PUBLIC ART, STREETScape IMPROVEMENTS, AND PUBLIC PARKING. FUTURE DEVELOPMENT, REDEVELOPMENT, AND CITY CAPITAL INVESTMENT IN THE REDEVELOPMENT AREA SHALL BE CONSISTENT WITH THE MASTER PLAN, AS AMENDED.



GOALS OBJECTIVES AND POLICIES

OBJECTIVE ~~7.1.~~ 8.1. DEVELOPMENT AND REDEVELOPMENT REGULATIONS

Acknowledging that development and redevelopment in the Downtown Community Redevelopment Area is unique based on its location, history, and existing development pattern, the City shall continue developing regulations that promote development consistent with the recommendations of the adopted Downtown Master Plan.

POLICY ~~7.1.1.~~ 8.1.1.

The City shall utilize a Form Based Code to implement the vision stated in the adopted 2007 Downtown Redevelopment Master Plan.

POLICY ~~7.1.2.~~ 8.1.2.

The Ormond Beach Community Redevelopment Area through the adoption of the 2007 Downtown Redevelopment Master Plan for the Downtown Overlay District has established a Form Based Code that places an emphasis on the relationship between the street and buildings, pedestrian and vehicles, public and private spaces, and the relationship between multiple buildings, a block, a neighborhood, and transitions in scale.

POLICY ~~7.1.3.~~ 8.1.3.

In the Downtown Redevelopment Area only, building orientation for vacant sites shall be close to the street with “build to” lines at the front setback line. Main entrances should face the street or the street corner when located along two streets and parking shall be located to the rear of the building.

POLICY ~~7.1.4.~~ 8.1.4.

In accordance with the adopted 2007 Downtown Redevelopment Master Plan, new development and redevelopment shall be incentivized by providing alternative parking provisions to include:

- Off-site parking facilities;
- Parking reductions due to transit availability;
- Parking waivers for smaller tenant spaces; and
- Shared parking between day and evening users.

POLICY ~~7.1.5.~~ 8.1.5.

New developments which build residential medium or high-density infill housing, either as stand-alone or incorporated into mixed-use projects, are encouraged and shall take priority in financial assistance from the City.



GOALS OBJECTIVES AND POLICIES

POLICY ~~7.1.6.8.1.6.~~

The Land Development Code shall be ~~amended and~~ maintained to allow urban style signage within the commercial areas of the Downtown Community Redevelopment Area stressing wall, canopy, and projecting signs as opposed to pole and ground signage.

POLICY ~~7.1.7.8.1.7.~~

New Development and redevelopment within the Downtown and Beachside districts where the building is substantially removed (>50% of floor area), the building shall be set at the build-to-line. ~~ROW~~ A Right-of-Way (ROW) dedication or a private easement for increased sidewalk shall be required. Development may be placed behind the build-to-line if an outdoor café or courtyard is planned or with approval by the City Commission.

POLICY ~~7.1.8.8.1.8.~~

To promote development and redevelopment within the Downtown, the City shall pursue a downtown stormwater conceptual permit from St. John's River Water Management District as an alternative to individualized stormwater retention and treatment.

POLICY ~~7.1.9.8.1.9.~~

The City shall include incentives in the development review process to encourage upper story residential development with supporting uses such as ground floor retail and office development.

OBJECTIVE ~~7.2.8.2.~~ PUBLIC INVESTMENT

The City shall utilize Tax Increment Financing to develop infrastructure and capital projects to further the Redevelopment Plan.

POLICY ~~7.2.1.8.2.1.~~

The City shall pursue the underground placement of utilities where deemed financially feasible within the Downtown Community Redevelopment Area.

POLICY ~~7.2.2.8.2.2.~~

The City shall evaluate stormwater needs in the Downtown Community Redevelopment Area and implement a program of public retention areas to support intensive redevelopment of existing sites whenever practical.

POLICY ~~7.2.3.8.2.3.~~

Financial assistance programs shall be designed and implemented to further the implementation of the vision expressed in text and renderings contained in the Downtown Redevelopment Master Plan.



GOALS OBJECTIVES AND POLICIES

POLICY 7.2.4.8.2.4.

The City shall continually assess and implement a streetscape program along Granada Boulevard and other major roadways in the Downtown Community Redevelopment Area. The streetscape program should include street trees, decorative pavers and lighting, way-finding signage, and street furniture.

POLICY 7.2.5.8.2.5.

The City shall continue to review and improve the public park facilities in the Downtown Community Redevelopment Area and provide a full range of recreational opportunities, such as fishing, tot lots, performance, and festival areas.

POLICY 7.2.6.8.2.6.

The City shall utilize a portion of the Tax Increment Financing funds to provide continued maintenance of public streetscape improvements within the Downtown Community Redevelopment Area.

POLICY 7.2.7.8.2.7.

The City shall continue to work with organizations such as Ormond MainStreet, the Chamber of Commerce, and the Ormond Memorial Art Museum, as ~~will~~ well as business and property owners to implement capital projects in Downtown Master Plan Update.

POLICY 8.2.8.

The City should promote public art within the Downtown Community Redevelopment Area per the Downtown Public Art Master Plan.

OBJECTIVE 7.3.8.3. PARKING

The City shall encourage the shared parking of private parking lots, public on-street parking, and public parking lots within the Downtown Community Redevelopment Area.

POLICY 7.3.1.8.3.1.

The City shall pursue a market-based approach to required off-street parking in the Downtown Overlay District. Off-street and on-site parking is permitted, but public parking may be counted towards the parking requirement provided such parking is within the downtown pedestrian walking shed distance.



GOALS OBJECTIVES AND POLICIES

POLICY ~~7.3.2.8.3.2.~~

The City shall establish pedestrian sheds denoting walkability between existing public, offsite parking lots, and destination points within the Downtown Overlay District.

POLICY ~~7.3.3.8.3.3.~~

The City shall provide additional public parking in the Downtown Overlay District when it is determined through parking studies that parking demand exceeds parking supply.

POLICY ~~7.3.4.8.3.4.~~

The Land Development Code shall be maintained to allow for parking waivers in the Downtown Community Redevelopment Area, utilization of public lots for commercial parking calculations, and shared private parking lots.

POLICY ~~7.3.5.8.3.5.~~

While on-street parking along Granada Boulevard within the Downtown Community Redevelopment Area is regulated by the Florida Department of Transportation, the City's desire is to maintain existing on-street parking and expand where possible.

POLICY ~~7.3.6.8.3.6.~~

Wherever possible, local roads within the Downtown Community Redevelopment Area ~~redevelopment area~~ shall provide on-street parking.

POLICY ~~7.3.7.8.3.7.~~

The City shall continually identify opportunities to provide public parking where demand exceeds supply within the Downtown Community Redevelopment Area.

OBJECTIVE ~~7.4.8.4.~~ ENERGY MANAGEMENT PRACTICES

Promote effective energy management practices in the downtown community redevelopment community area.

POLICY ~~7.4.1.8.4.1.~~

Encourage an urban design pattern in redevelopment areas, where appropriate, that will reduce vehicle miles travelled among trip destinations.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

POLICY ~~7.4.2.8.4.2.~~

Continue developing new regulations to the land development code that will support the development of energy efficient infill and redevelopment of commercial and industrial areas.



GOALS OBJECTIVES AND POLICIES

GOAL ~~8.9.~~ ECONOMIC DEVELOPMENT

TO PROMOTE AND SUPPORT POSITIVE ECONOMIC PROSPERITY BY CONDUCTING STRATEGIC ACTIVITIES DESIGNED TO EXPAND AND DIVERSIFY THE EXISTING ECONOMY AND CREATE ADDITIONAL EMPLOYMENT AND INVESTMENT OPPORTUNITIES.

OBJECTIVE ~~8.1.~~ 9.1. BALANCED ECONOMIC GROWTH

The City shall implement economic development using a number of strategies including a Strategic Economic Development Plan designed to encourage investment in Ormond Beach and by being proactive in business retention, expansion, and attraction.

POLICY ~~8.1.1.~~ 9.1.1.

The City shall maintain a working relationship with the Ormond Beach business community and update economic development assistance programs, as necessary.

POLICY ~~8.1.2.~~ 9.1.2.

The City shall continually work to expand the Ormond Beach non-residential tax base and other revenue sources.

POLICY ~~8.1.3.~~ 9.1.3.

The City shall continue economic investment activities that provide financial incentives for business expansion and development that creates livable wage jobs for its residents.

POLICY ~~8.1.4.~~ 9.1.4.

The City shall continue to collect, analyze and disseminate relevant economic data and information in order to develop effective programs, projects, and activities to achieve its economic development goals.

POLICY ~~8.1.5.~~ 9.1.5.

The City shall coordinate marketing strategies to attract regional, national, and international companies to the City.

POLICY ~~8.1.6.~~ 9.1.6.

The City shall identify and recruit industries involved in the “Green” sustainable energy related research, development, and manufacturing industries.



GOALS OBJECTIVES AND POLICIES

POLICY 8.1.7-9.1.7.

The City shall continue to partner with Volusia County and the Ormond Beach Chamber of Commerce to promote economic development within Ormond Beach.

POLICY 8.1.8-9.1.8.

The City shall consider the impacts on neighborhoods and environmental protection as well as job and tax base growth when evaluating proposed development classified as heavy industrial.

POLICY 8.1.9-9.1.9.

The City shall seek new business locations and existing business expansions that are compatible with the City's land use plans and policies.

OBJECTIVE 8.2.9.2. BUSINESS RECRUITMENT, REDEVELOPMENT AND FUTURE BUSINESS CENTERS

The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Ormond Beach.

POLICY 8.2.1-9.2.1.

The City shall promote and create financial and other incentives for redevelopment of the downtown, ~~community~~ redevelopment areas, considering in particular opportunities for adaptive reuse and for small business on infill sites.

POLICY 8.2.2-9.2.2.

The City shall continually attract new industries to locate at the Ormond Beach Municipal Airport and Airport Business Park and other industrial parks in the City.

POLICY 8.2.3-9.2.3.

The City shall assist development to understand and use the Brownfields Redevelopment Program to encourage redevelopment of areas with real and/or perceived environmental contamination.

POLICY 8.2.4-9.2.4.

The City shall continue to review and update land development regulations that encourage the redevelopment of areas of the City (such as the Downtown CRA Community Redevelopment Area, US1, and SRA1A) that have existing infrastructure and are vacant or underutilized.

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

OBJECTIVE ~~8.3.1~~9.3. 9.3. PLANNING FOR ECONOMIC DEVELOPMENT

The City should plan for business retention, redevelopment, and attraction as part of economic development.

POLICY ~~8.3.1~~9.3.1.

All City departments shall program funding for the maintenance and expansion of infrastructure necessary for business attraction in all areas of the city.

POLICY ~~8.3.2~~9.3.2.

All City development-related departments shall regularly evaluate development review procedures to ensure that they are efficient. Inefficient programs and procedures shall be modified consistent with Smart Growth principles to provide certainty in the process with review and approval at the lowest possible level.

POLICY ~~8.3.3~~9.3.3.

The City shall regularly evaluate the demand for land designated for economic activity, and the availability and location of land suited for economic development activities, and opportunities for revitalization and reuse.

TABLE 1 PERCENTAGE OF DISTRIBUTION OF LAND ACCORDING TO LAND USE DESIGNATION

LAND — USE DESIGNATION	1988		1995		2008	
	Area (acres)	% of Total	Area (Acre)	% of Total	Area (acres)	% of Total
Residential	3,752	44%	8,090	60%	9,199	44%
Commercial	403	5%	546	4%	1,436	7%
Institutional	670	8%	803	6%	898	4%
Industrial	275	3%	336	3%	630	3%
Recreation/Open Space	3,497	41%	3,627	27%	5,537	26%
Activity Center	N/A				3,095	15%
TOTAL	8,597	100%	13,402	100%	20,715	100%

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

—Source: City of Ormond Beach Planning Department and GIS Division

—Note: 2008 excludes 2,204 acres of water and roads within City limits. Total gross area of the City in 2008 is 22,919 acres.

TABLE 2 DEVELOPED AND UNDEVELOPED LAND ACCORDING TO LAND USE DESIGNATION

Land-Use Classification	Developed Property		Undeveloped Property		Total (Acres)	% of Total
	Area (Acres)	% of Total	Area (acres)	% of Total		
Institutional	849	95%	49	5%	898	4%
Residential, Office, Retail	263	62%	159	38%	421	2%
General Commercial	583	86%	92	14%	675	3%
Tourist Commercial	186	85%	34	15%	220	1%
Heavy Commercial	106	88%	14	12%	120	1%
Industrial/Utilities	371	59%	259	41%	630	3%
Activity Center	1,270	0%	1,825	100%	3,095	14%
High Density Residential	101	97%	3	3%	104	.5%
Medium Density Residential	1,027	81%	244	19%	1,271	6%
Low Density Residential	4,505	90%	519	10%	5,024	22%
Suburban Low Density Residential	1,152	77%	349	23%	1,501	7%
Rural Estate	795	70%	348	30%	1,143	5%
Rural Residential	139	89%	17	11%	156	1%
Recreation/Open Space	N/A	N/A	N/A	N/A	532	2%
Open Space/Conservation	N/A	N/A	N/A	N/A	5,005	22%
Water bodies/ROW	N/A	N/A	N/A	N/A	2,204	10%
CITY TOTAL AREA					22,919	

Source: City of Ormond Beach Planning Department

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

TABLE 3

POPULATION PROJECTIONS 2000-2025

Year	Population Projection
2000 (Census)	36,301
2005 (BEBR Estimate)	39,683
2009 (BEBR Estimate)	40,832
2010	42,533
2015	45,951
2020	48,880
2025	51,079



GOALS OBJECTIVES AND POLICIES

GOAL ~~9.10.~~ NORTH US 1 MUNICIPAL SERVICE AREA (MSA)

TO IMPLEMENT THE PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY AND THE COUNTY OF VOLUSIA PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, AS AMENDED.

OBJECTIVE ~~9.1.~~ 10.1. NORTH US 1 MSA MUNICIPAL SERVICE AREA (MSA) PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY

The City shall have sole and singular authority within the boundaries of the MSA Municipal Service Area (MSA) to apply the City's Comprehensive Land Use Plan and Zoning Map categories over unincorporated parcels, to administer the codes and regulations, and provide for the enforcement codes pursuant to the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Ormond Beach City Commission and by the Volusia County Council effective and recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida, and as amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida, and as amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida. The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.

POLICY ~~9.1.1.~~ 10.1.1.

The North US 1 Municipal Service Area (MSA), consistent with its related policies of the Intergovernmental Coordination Element, is hereby established between the City and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.

POLICY ~~9.1.2.~~ 10.1.2.

Pursuant to the ISBA Interlocal Service Boundary Agreement (ISBA), the City may annex noncontiguous parcels and create enclaves within the MSA Municipal Service Area notwithstanding Policy 56.1.4.

POLICY ~~9.1.3.~~

~~The City shall be authorized to amend the City's zoning map for all unincorporated lands within the MSA after a City land use designation has been adopted.~~

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

Policy 9.1.4.10.1.3.

The City's future land uses on Figure 11 are described under "Goal 42. Land Use Distribution" of the current adopted Comprehensive Plan. For the purposes of the MSA Municipal Service Area, the City and County future land use categories shall be considered equal with the land use restrictions as described by map annotation in Table 4, and in Table 5, and in Table 6 of the Future Land Use Element.

TABLE 1. PERCENTAGE OF DISTRIBUTION OF LAND ACCORDING TO LAND USE DESIGNATION

<u>LAND USE DESIGNATION</u>	<u>2024</u>	
	<u>Area (acres)</u>	<u>% of Total</u>
<u>Residential</u>	<u>9,208</u>	<u>40%</u>
<u>Commercial</u>	<u>1,326</u>	<u>6%</u>
<u>Institutional</u>	<u>806</u>	<u>3%</u>
<u>Industrial</u>	<u>421</u>	<u>2%</u>
<u>Recreation/Open Space</u>	<u>4,761</u>	<u>21%</u>
<u>Activity Center</u>	<u>2,798</u>	<u>12%</u>
<u>Waterbodies/ROW</u>	<u>3,822</u>	<u>17%</u>
<u>TOTAL</u>	<u>23,142</u>	<u>100%</u>

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

**TABLE 2. DEVELOPED AND UNDEVELOPED LAND
ACCORDING TO LAND USE DESIGNATION**

<u>Land Use Classification</u>	<u>2024 Developed Property</u>		<u>2024 Undeveloped Property</u>		<u>Total (Acres)</u>	<u>% of Total</u>
	<u>Area (Acres)</u>	<u>% of Total</u>	<u>Area (acres)</u>	<u>% of Total</u>		
<u>Institutional</u>	<u>603</u>	<u>75%</u>	<u>203</u>	<u>25%</u>	<u>806</u>	<u>3%</u>
<u>Residential, Office, Retail</u>	<u>376</u>	<u>92%</u>	<u>34</u>	<u>8%</u>	<u>410</u>	<u>2%</u>
<u>General Commercial</u>	<u>423</u>	<u>77%</u>	<u>125</u>	<u>23%</u>	<u>548</u>	<u>2%</u>
<u>Tourist Commercial</u>	<u>167</u>	<u>61%</u>	<u>108</u>	<u>44%</u>	<u>275</u>	<u>1%</u>
<u>Heavy Commercial</u>	<u>79</u>	<u>85%</u>	<u>14</u>	<u>15%</u>	<u>93</u>	<u>1%</u>
<u>Industrial/Utilities</u>	<u>420</u>	<u>99%</u>	<u>1</u>	<u>1%</u>	<u>421</u>	<u>2%</u>
<u>Activity Center</u>	<u>17</u>	<u>1%</u>	<u>2,780</u>	<u>99%</u>	<u>2,798</u>	<u>12%</u>
<u>High Density Residential</u>	<u>115</u>	<u>96%</u>	<u>5</u>	<u>4%</u>	<u>120</u>	<u>1 %</u>
<u>Medium Density Residential</u>	<u>1,063</u>	<u>88%</u>	<u>142</u>	<u>12%</u>	<u>1,205</u>	<u>5%</u>
<u>Low Density Residential</u>	<u>3,900</u>	<u>75%</u>	<u>1,275</u>	<u>25%</u>	<u>5,177</u>	<u>22%</u>
<u>Suburban Low Density Residential</u>	<u>1,293</u>	<u>90%</u>	<u>150</u>	<u>10%</u>	<u>1,443</u>	<u>6%</u>
<u>Rural Estate</u>	<u>705</u>	<u>63%</u>	<u>407</u>	<u>37%</u>	<u>1,112</u>	<u>5%</u>
<u>Rural Residential</u>	<u>134</u>	<u>89%</u>	<u>16</u>	<u>11%</u>	<u>151</u>	<u>1%</u>
<u>Recreation/Open Space</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>543</u>	<u>2%</u>
<u>Open Space/Conservation</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>4,218</u>	<u>18%</u>
<u>Waterbodies/ROW</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>3,822</u>	<u>17%</u>
<u>CITY TOTAL AREA</u>					<u>23,142</u>	<u>100%</u>

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

TABLE 3. POPULATION PROJECTIONS, 2025-2045

<u>YEAR</u>	<u>POPULATION PROJECTION</u>
<u>2025</u>	<u>46,255</u>
<u>2030</u>	<u>50,773</u>
<u>2035</u>	<u>55,238</u>
<u>2040</u>	<u>58,986</u>
<u>2045</u>	<u>63,542</u>

TABLE 4. NORTH US 1 MSA FUTURE LAND USE CATEGORIES

Existing Volusia County Land Use	Proposed City Land Use	City Map Annotation
Industrial (I)	Light Industrial/Utilities (LI/U)	Max. FAR shall not exceed 0.60
Agricultural Resource (AR)	Rural Estate/Agricultural (REA)	Density shall not exceed one (1) dwelling unit per 10 acres. Max. FAR shall not exceed 0.10
Mixed Use (MXZ)	Low Intensity Commercial (LIC)	Density shall not exceed 8 dwelling units per acre Maximum FAR shall not exceed 0.50 for Retail or 0.55 for all other Nonresidential uses.
Commercial (C)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Medium Intensity (UMI)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Low Impact Urban (LIU)	Low Intensity Commercial (LIC)	See Annotation above for LIC
Urban Low Intensity (ULI)	Low Intensity Commercial (LIC)	See Annotation above for LIC

FUTURE LAND USE ELEMENT



GOALS OBJECTIVES AND POLICIES

**TABLE 5. FIRST AMENDED NORTH US 1 MSA
FUTURE LAND USE CATEGORIES**

Note	Existing Volusia County Land Use	Proposed City Land Use	City Map Annotation
A.	Rural (R) (769.62 acres)	Low Density Residential (LDR)	Maximum Dwelling Units shall not exceed 1,947 for Plantation Oaks owned and City LDR Land Use designation.
A.	Rural (R) (1.3 acres)	Low Intensity Commercial (LIC)	
A.	Urban Low Intensity (ULI) (274.39 acres)	Low Density Residential (LDR)	See Annotation above for LDR, Note A.
A.	Urban Medium Intensity (UMI) (9.75 acres)	Low Density Residential (LDR)	See Annotation above for LDR, Note A.
B.	Rural (R) (3.27 acres))	Low Density Residential (LDR)	
B.	Urban Low Intensity (ULI) (1.91 acres)	Low Density Residential (LDR)	
B.	Urban Medium Intensity (UMI) (11.42 acres)	Medium Density Residential (MDR)	Maximum Dwelling Units per acre shall not exceed 8 for properties not owned by Plantation Oaks with City MDR Land Use designation.
Note: A. Properties owned by Plantation Oaks. B. Individual properties not owned by Plantation Oaks.			

**TABLE 6. SECOND AMENDED NORTH US 1 MSA
FUTURE LAND USE CATEGORIES**

Existing Volusia County Land Use	Proposed City Land Use	City Density Conditions	City Intensity Conditions
Urban Medium Intensity (UMI)	Low Density Residential (LDR)	Not to exceed 3 units per acre and no more than 298 dwelling units for entire RidgeHaven owned lands including the 19.19 acres to the south.	Not to exceed 0.20 FAR
Urban Medium Intensity (UMI)	Medium Density Residential (MDR)	Not to exceed 8 DU per acre for properties not owned by RidgeHaven.	Not to exceed 0.30 FAR

DENSITY/INTENSITY RESTRICTIONS				
#	Project	ORD#	Land Use	Restriction
1	Calvary Church	2007-39	TC	790 AADT Trip Limit
2	Marshside/Tattersall	2008-54	SLDR	Max. 3.47 DU/Acre
3	River Oaks	2008-54	SLDR	Max. 1.74 DU/Acre
4	1291 W Granada Blvd.	2009-28	ROR	904 AADT Trip Limit
5	1298 West Granada Blvd.	2013-59	COM/OSC	0 DU/Acre. OSC – stormwater only.
6	Chelsea Place	2014-18	SLDR	Max. 4.93 DU/Acre
7	1287 & 1301 W Granada Blvd.	2014-26	LIC	Max. 0.12 FAR, certain uses prohibited
8	640 North Nova Rd.	2014-30	HDR	Max. 20 DU/Acre
9	Original N. US 1 ISBA/MSA Policy 9.1.4, Table 4 – Land Use Element	2014-42	LI/U	Max. 0.60 FAR
			REA	Max. 1 DU/10 Acres
			LIC	Max. 0.50 FAR for retail or 0.55 for other Nonresidential
10	145 N. Yonge St.	2019-23	MDR	Max. 0.20 FAR
			GC	Max. 22 DU/Acre
11	First Amended N. US 1 ISBA - Plantation Oaks and individually owned properties Policy 9.1.4, Table 5 – Land Use Element	2019-43 & 2019-44	LDR	Max. 1,947 DU Plantation Oaks
			MDR	Max. 8 DU/acre
12	350 Clyde Morris Blvd.	2020-46	ROR	Max. 4 DU/acre and 0.45 FAR
13	Second Amended N. US 1 ISBA – RidgeHaven and individually owned properties Policy 9.1.4, Table 6 – Land Use Element	2022-18	LDR	Max. 3 DU/acre & Max. 298 DU for RidgeHaven.
			MDR	Outparcels Max. 8 DU/Acre
			MDR	Max. 8 DU/acre & Max. 298 units for RidgeHaven
14	Bradford Park	2023-07	MDR	Max. 8 DU/Acre
15	101 Fiesta Dr.	2023-08	ROR	0 DU/Acre and 0.0 FAR

**Note: Map updated from
2025 Comprehensive Plan**

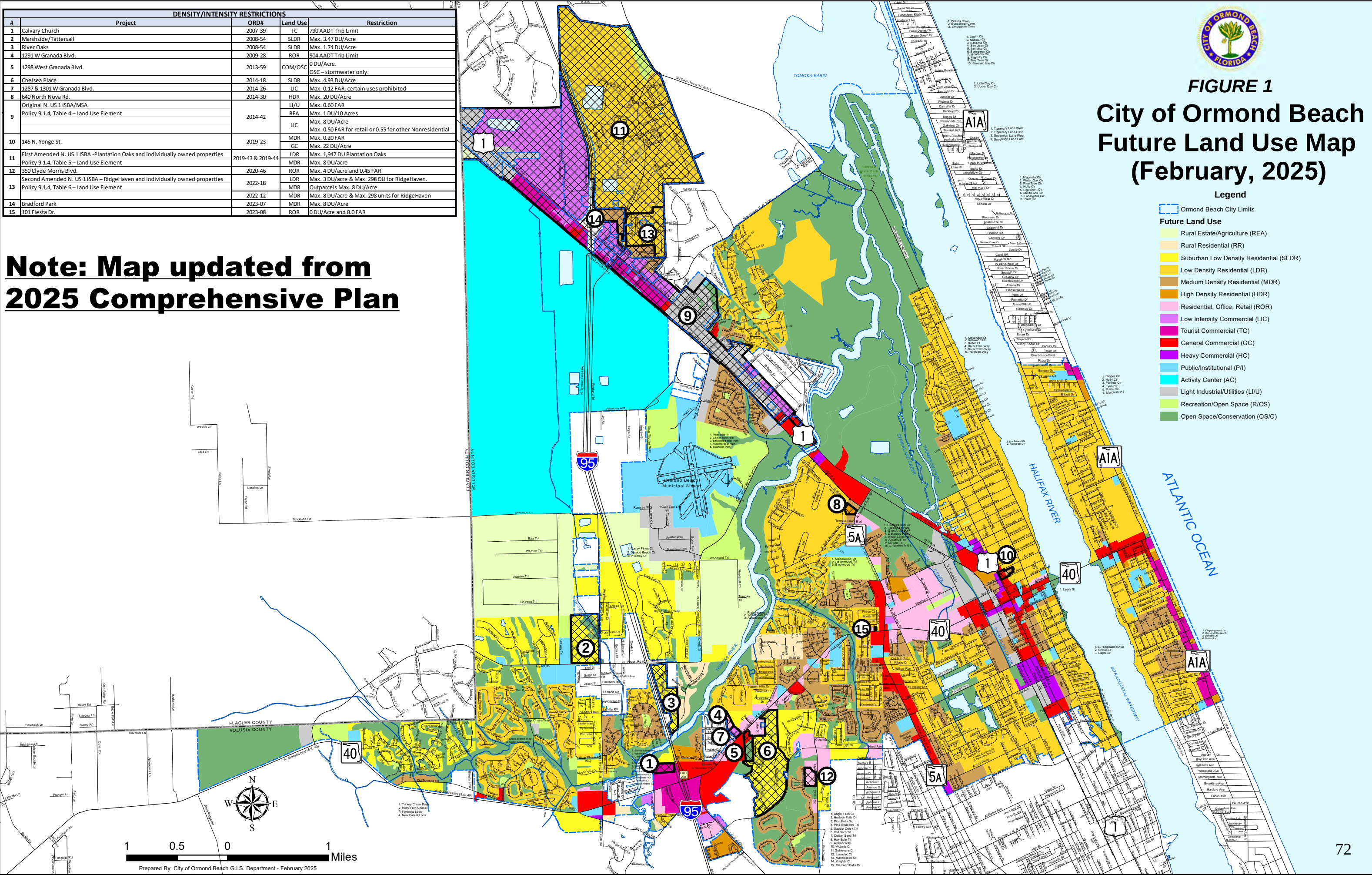


FIGURE 1
City of Ormond Beach
Future Land Use Map
(February, 2025)



FIGURE 2A

City of Ormond Beach Vacant Residential Zoned Property

Note: Map updated
from 2025
Comprehensive Plan

Legend

- VACANT RESIDENTIAL PROPERTY
- ORMOND BEACH CITY LIMITS

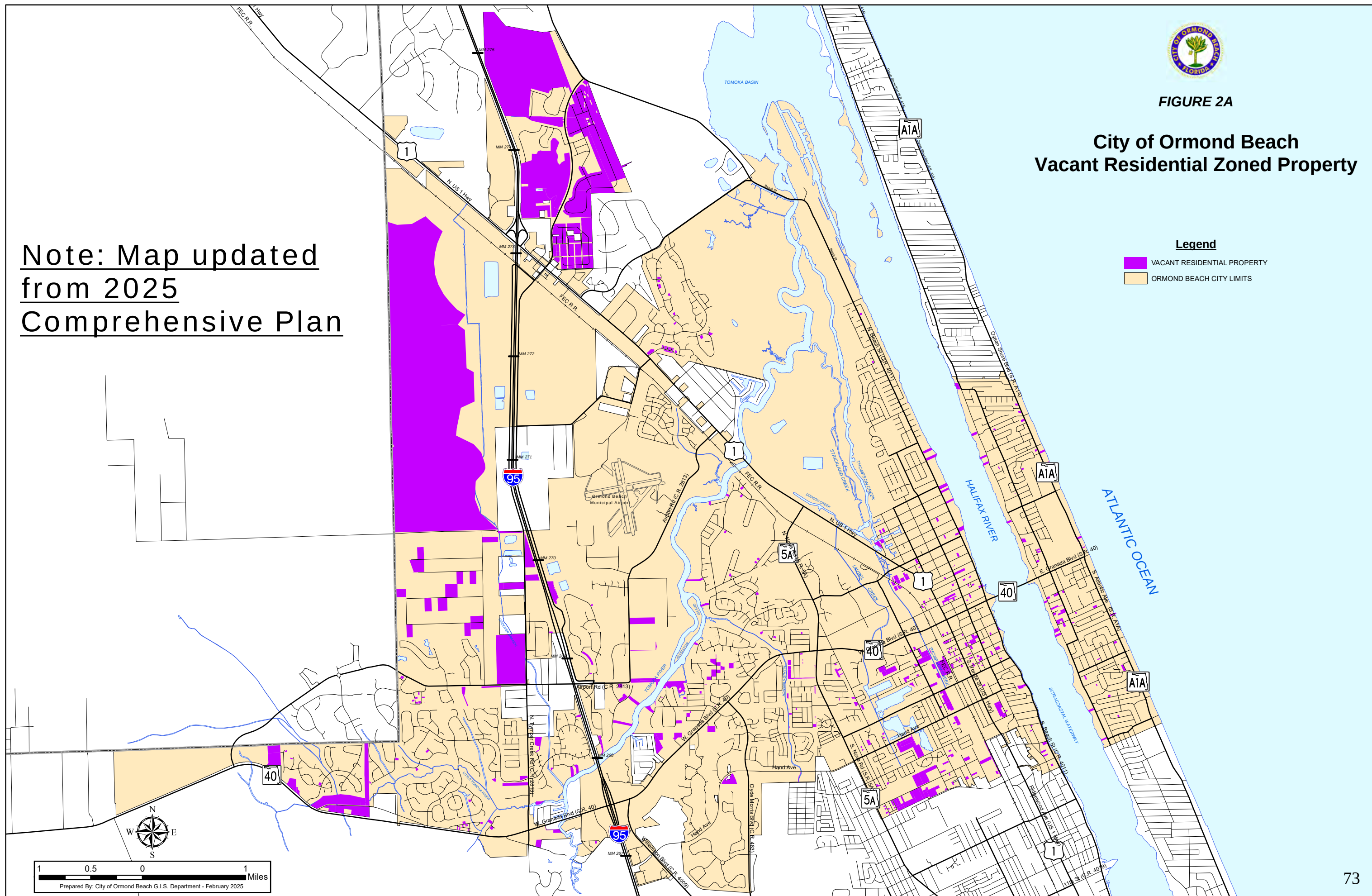




FIGURE 2B

City of Ormond Beach Vacant Commercial and Industrial Zoned Property

Legend

- VACANT COMMERCIAL AND INDUSTRIAL PROPERTY
- ORMOND BEACH CITY LIMITS

Note: Map updated
from 2025
Comprehensive Plan

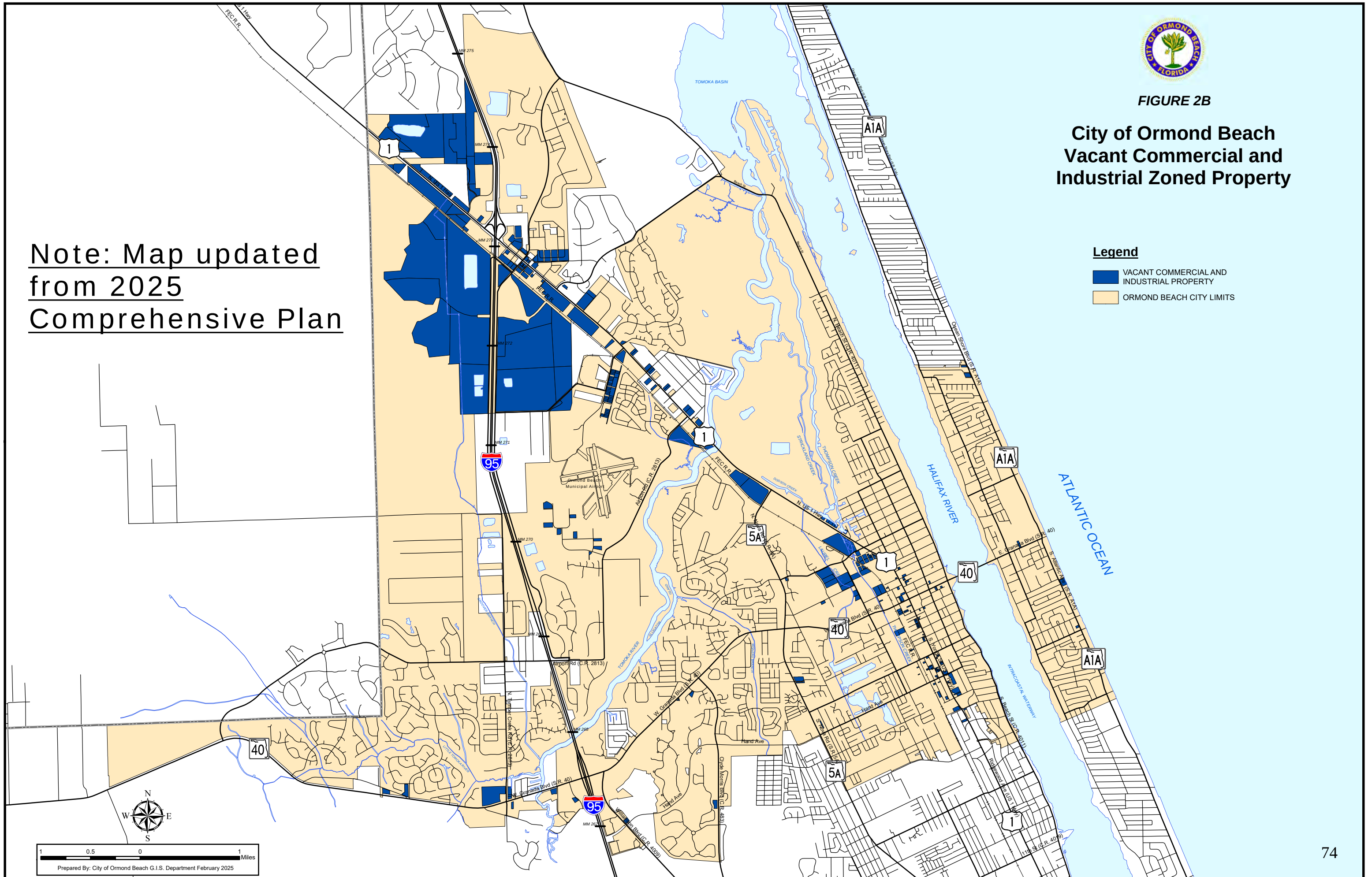




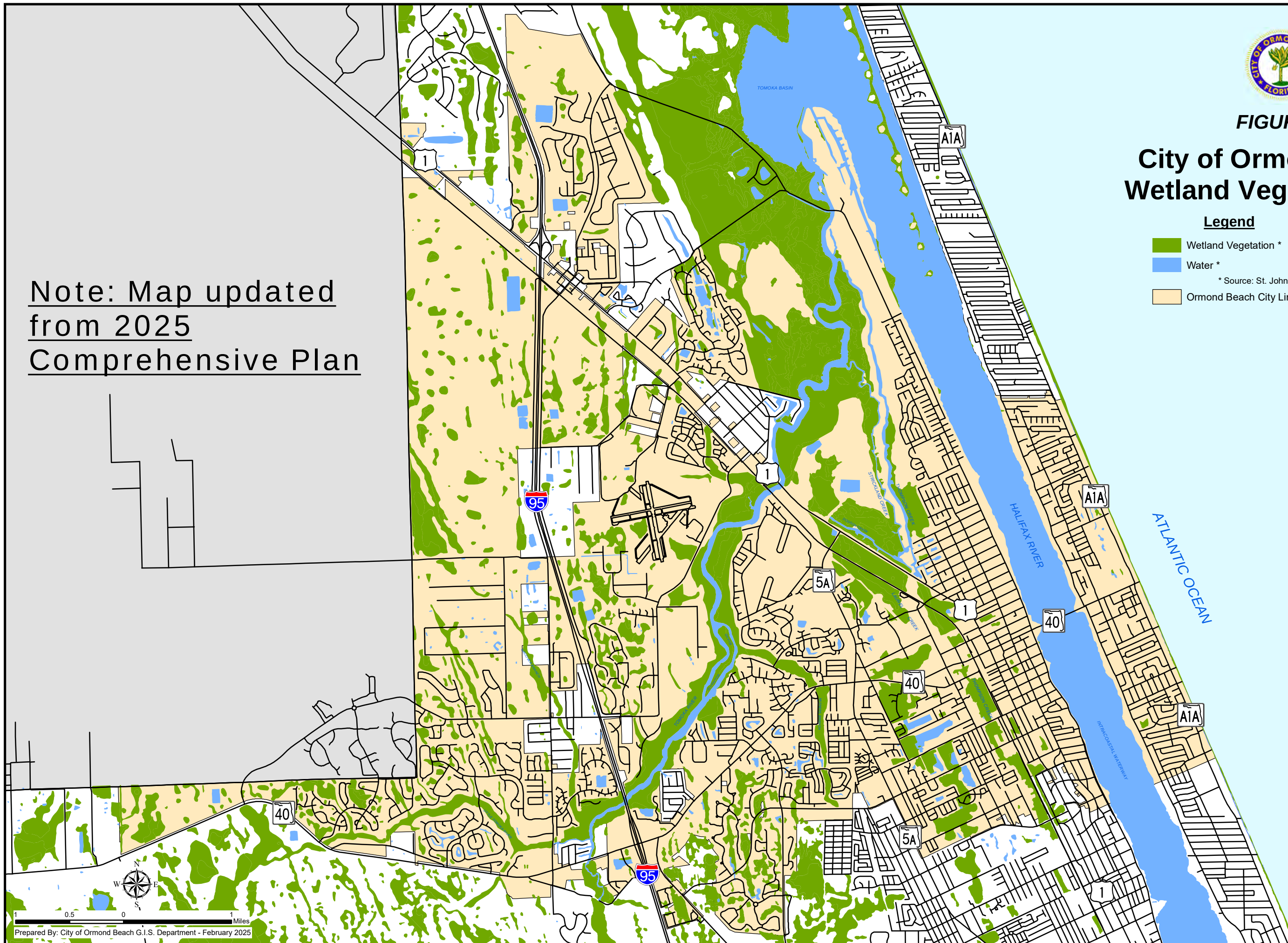
FIGURE 3

City of Ormond Beach Wetland Vegetation Map

Legend

-  Wetland Vegetation *
 -  Water *
 -  Ormond Beach City Limits
- * Source: St. Johns River Water Management District

Note: Map updated
from 2025
Comprehensive Plan



Note: Map updated
from 2025
Comprehensive Plan



FIGURE 4
City of Ormond Beach
Soils Map

Legend

 Potable Waterwell

 Soils*
* Source: Volusia County GIS

 Ormond Beach City Limits

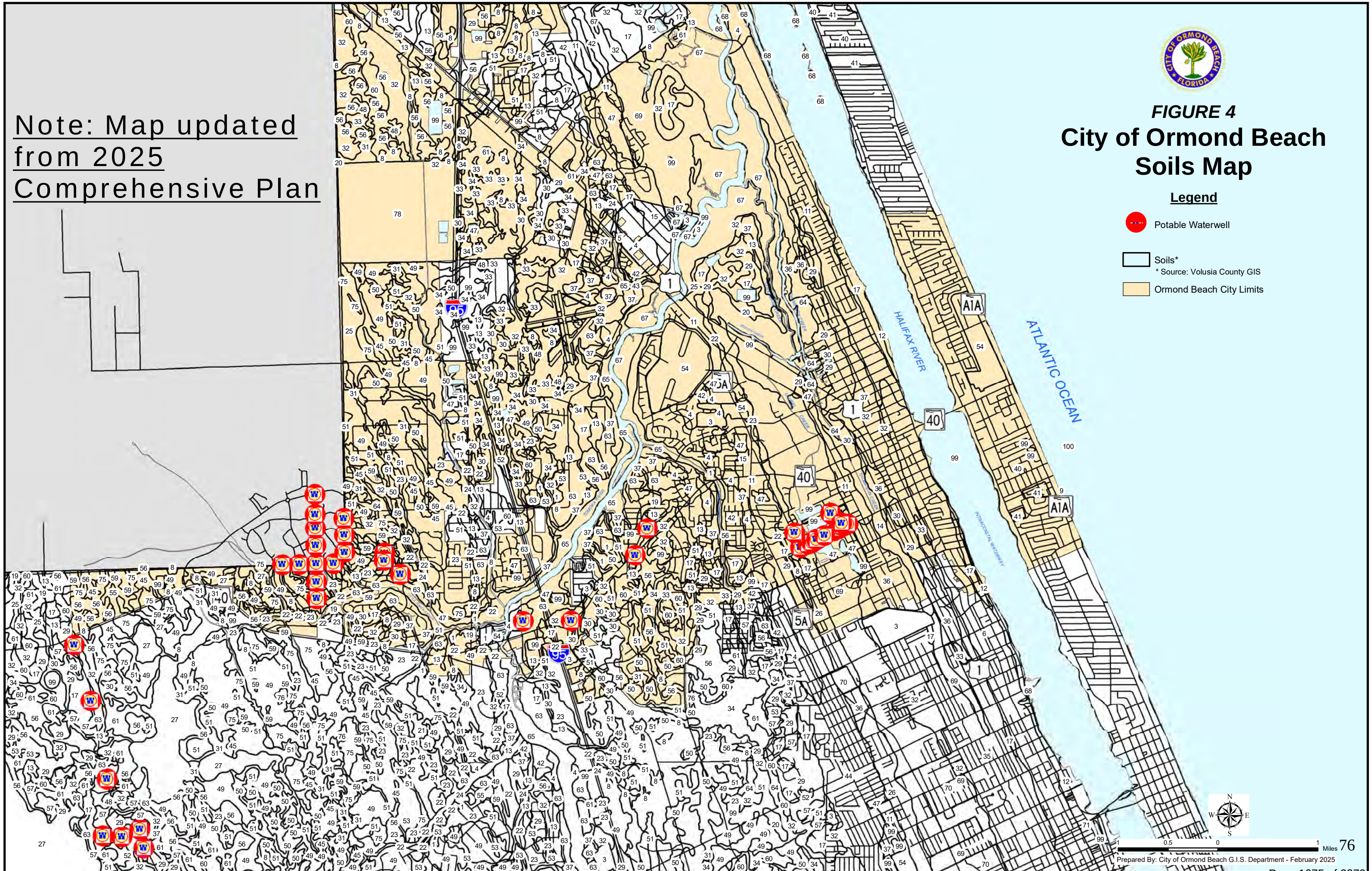




FIGURE 5
City of Ormond Beach
Energy Conservation Areas Map

Legend

- Votran Bus Stops**
 - Trails
 - Sidewalks
 - Bike Paths
 - Transportation Concurrence Exception Areas
 - Mixed Use Corridor
 - Ormond Beach City Limits
 - Environmental Core Overlay*
 - Parks
 - Downtown Community Redevelopment Area
 - Recreation/Open Space
 - Open Space/Conservation
- ** Source: VOTRAN
- * Source: Volusia County GIS

Associated Uses

- Recreation/Open Space
- Open Space/Conservation

Note: Map updated
from 2025
Comprehensive Plan

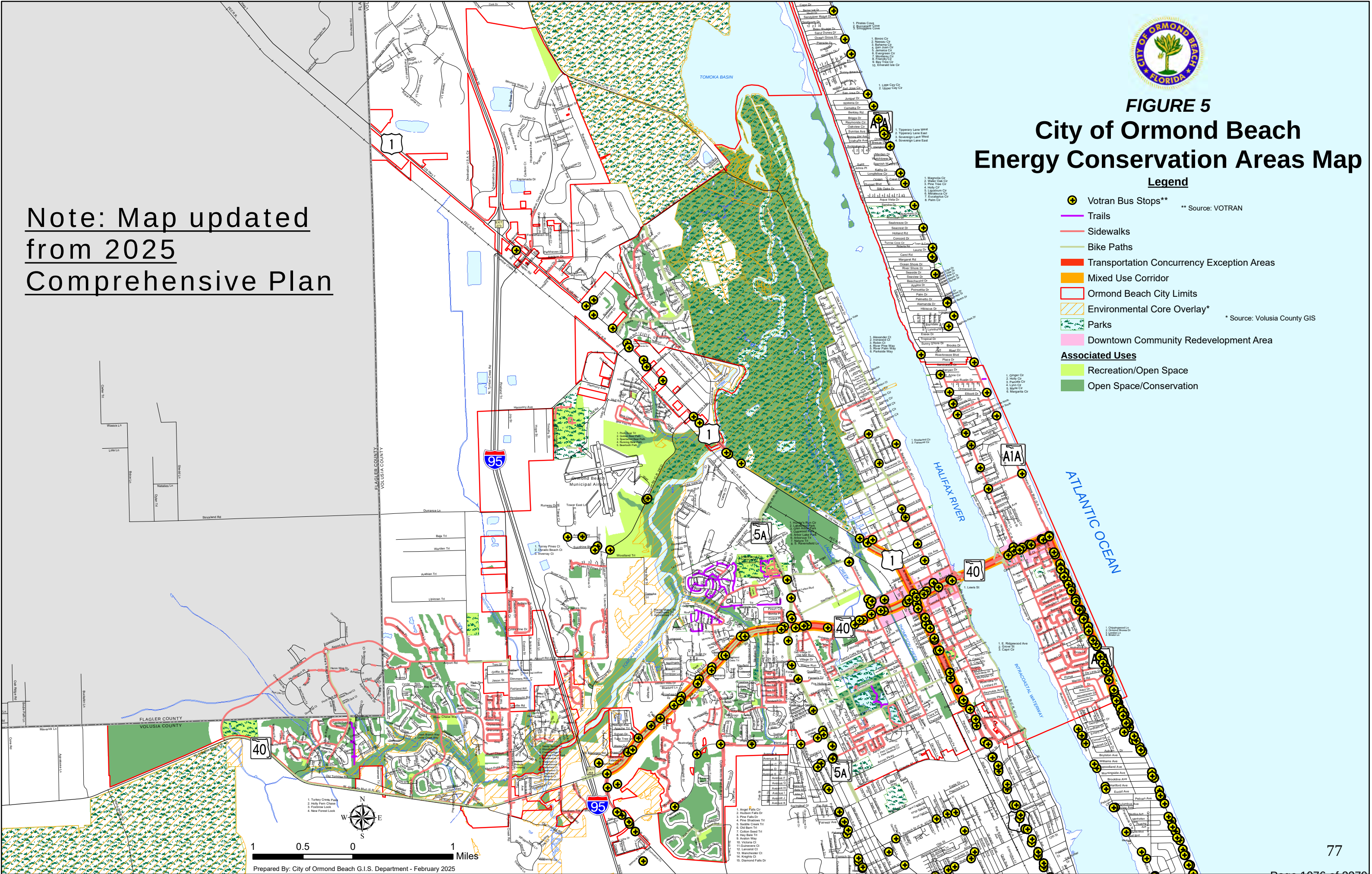


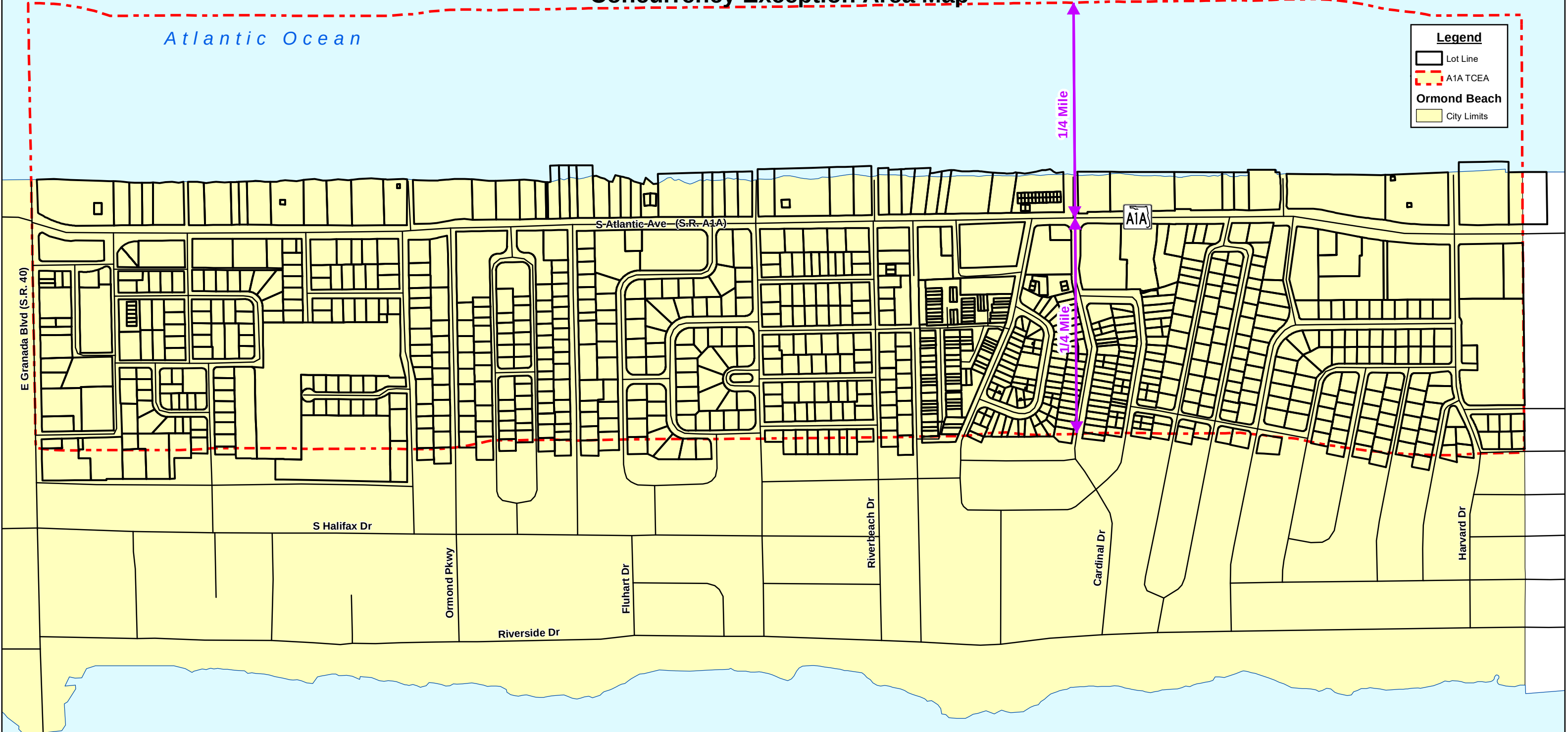


FIGURE 6
City of Ormond Beach
A1A Transportation
Concurrency Exception Area Map

Atlantic Ocean

Legend

- Lot Line
- A1A TCEA
- Ormond Beach**
- City Limits



Note: Map updated
from 2025
Comprehensive Plan

Granada Bridge

0 0.25 0.5 Miles

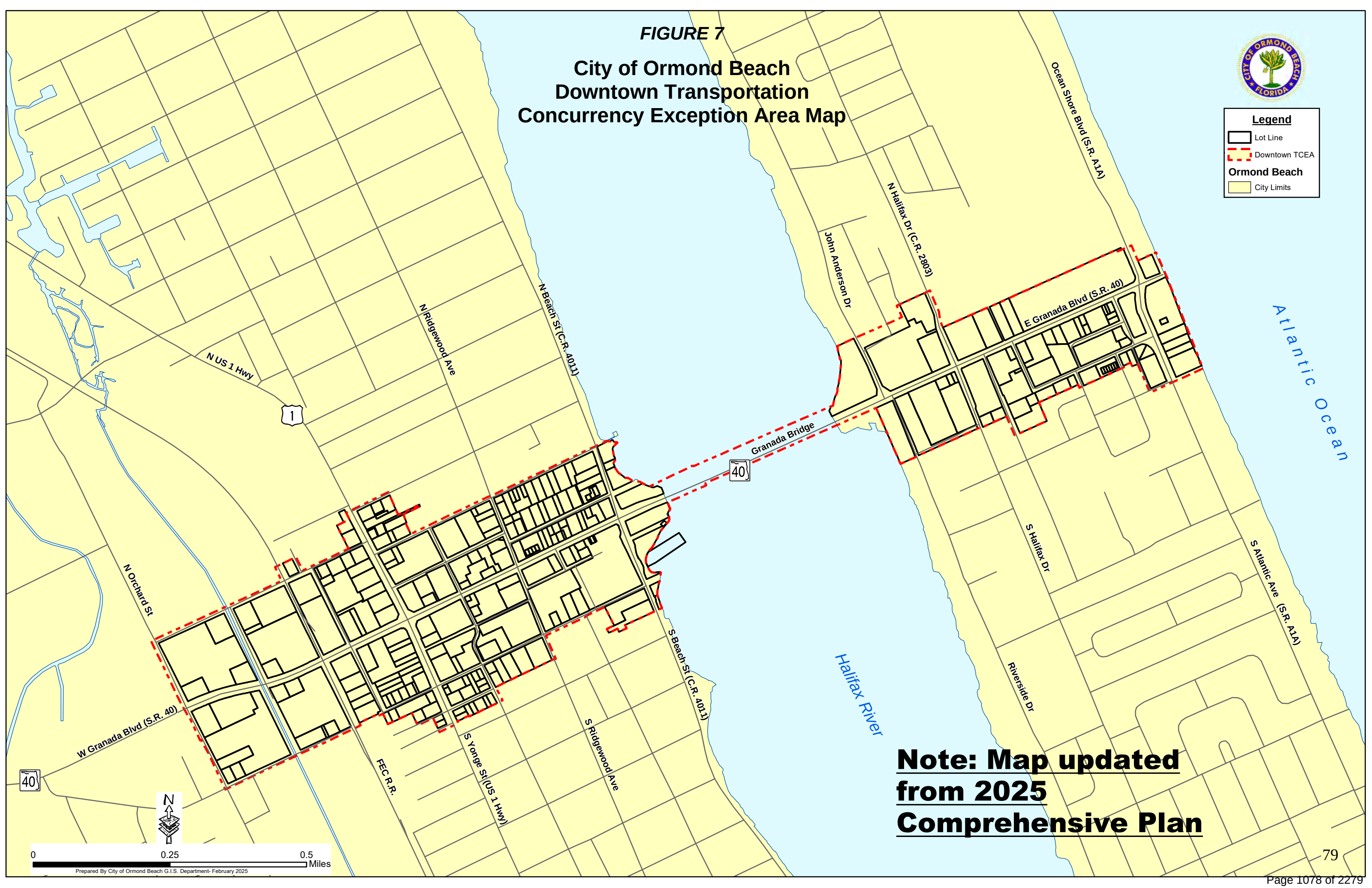
Prepared By City of Ormond Beach G.I.S. Department - February 2025



FIGURE 7
City of Ormond Beach
Downtown Transportation
Concurrency Exception Area Map

Legend

- Lot Line
- Downtown TCEA
- Ormond Beach**
- City Limits



Note: Map updated
from 2025
Comprehensive Plan

FIGURE 8

**City of Ormond Beach
State Road 40 Transportation
Concurrency Exception Area Map**



Legend

- Lot Line
- S.R. 40 TCEA
- Ormond Beach
- City Limits

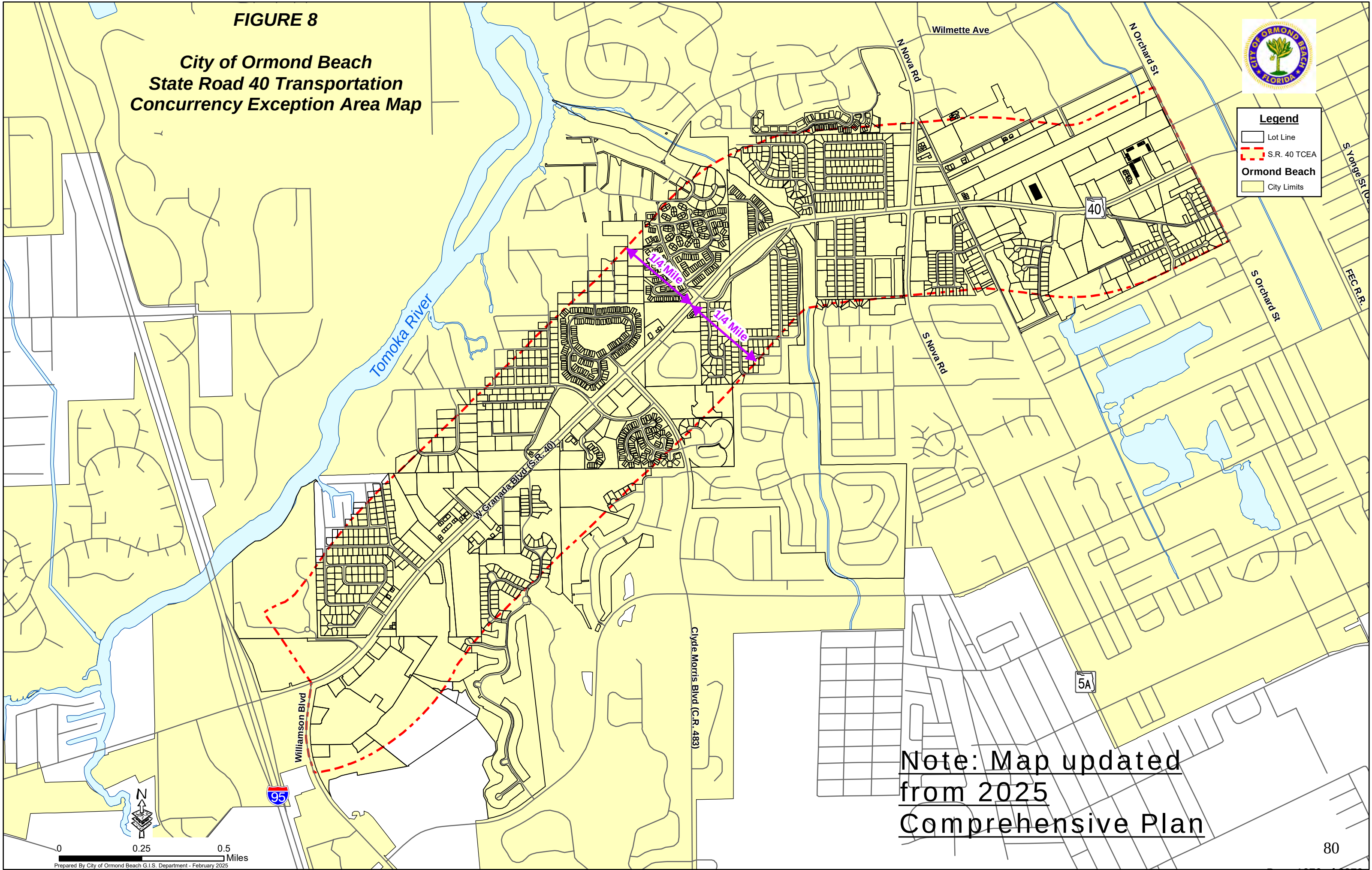
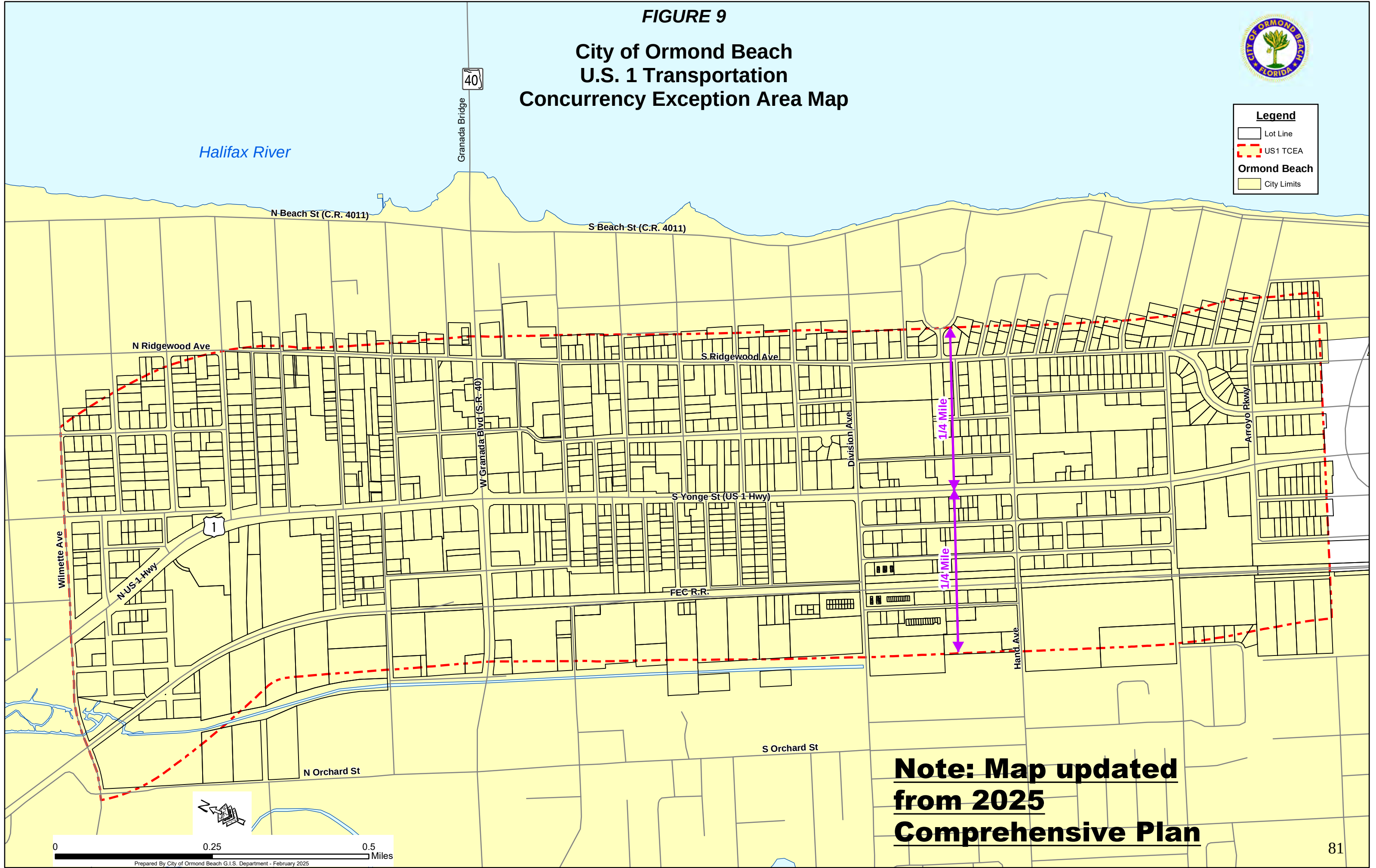




FIGURE 9
City of Ormond Beach
U.S. 1 Transportation
Concurrency Exception Area Map

Legend

- Lot Line
- US 1 TCEA
- Ormond Beach**
- City Limits



Note: Map updated
from 2025
Comprehensive Plan

FIGURE 10

**City of Ormond Beach
Ormond Crossings Transportation
Concurrency Exception Area Map**

Note: Map updated
from 2025
Comprehensive Plan

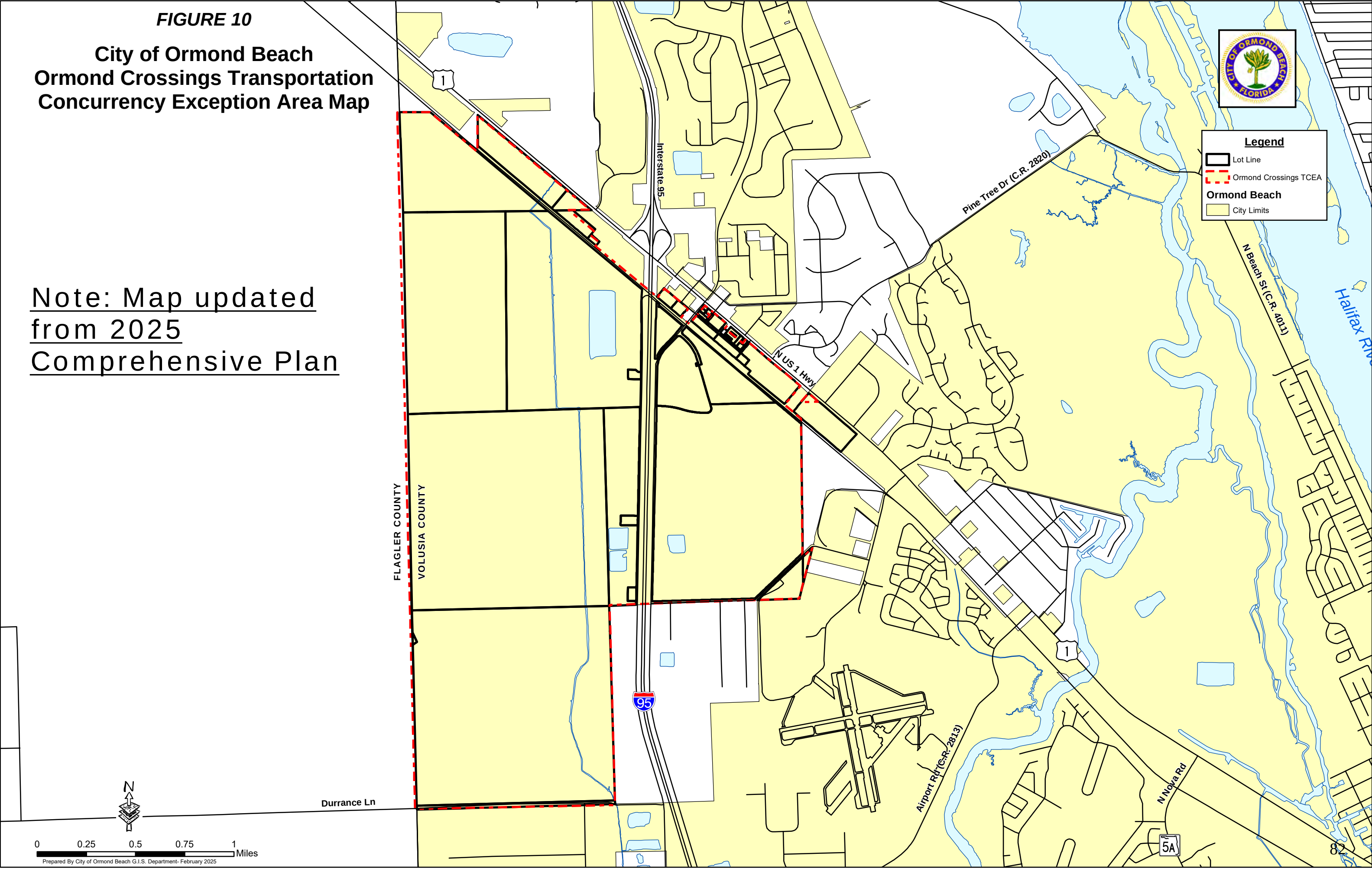
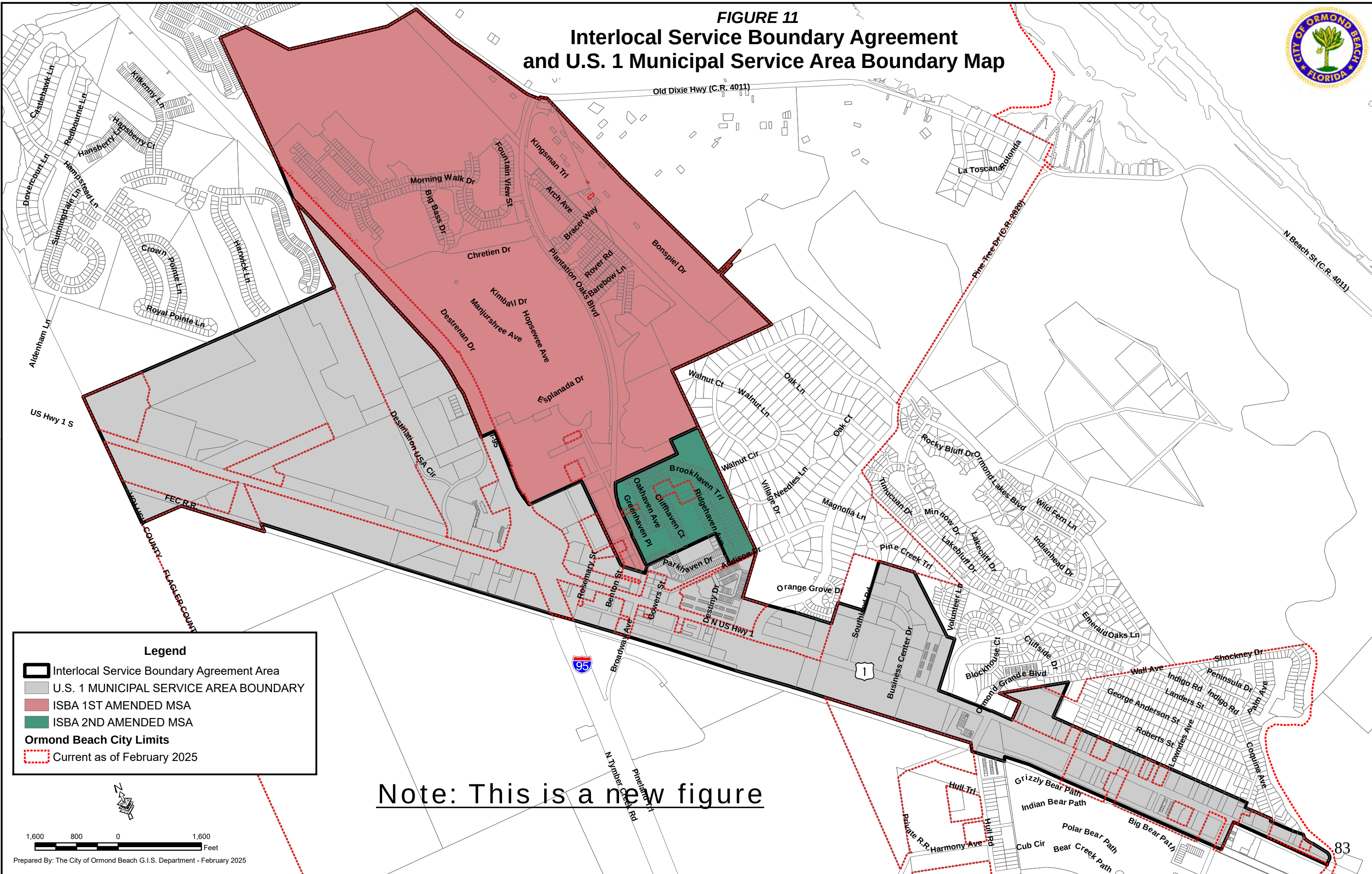




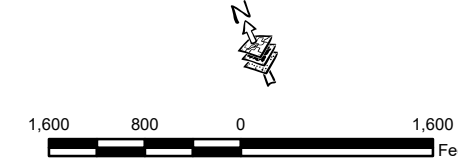
FIGURE 11
Interlocal Service Boundary Agreement
and U.S. 1 Municipal Service Area Boundary Map



Legend

- Interlocal Service Boundary Agreement Area
- U.S. 1 MUNICIPAL SERVICE AREA BOUNDARY
- ISBA 1ST AMENDED MSA
- ISBA 2ND AMENDED MSA
- Ormond Beach City Limits**
- Current as of February 2025

Note: This is a new figure





Downtown
 Ormond Crossings
 Ormond Beach City Limits

Note: This is a new figure

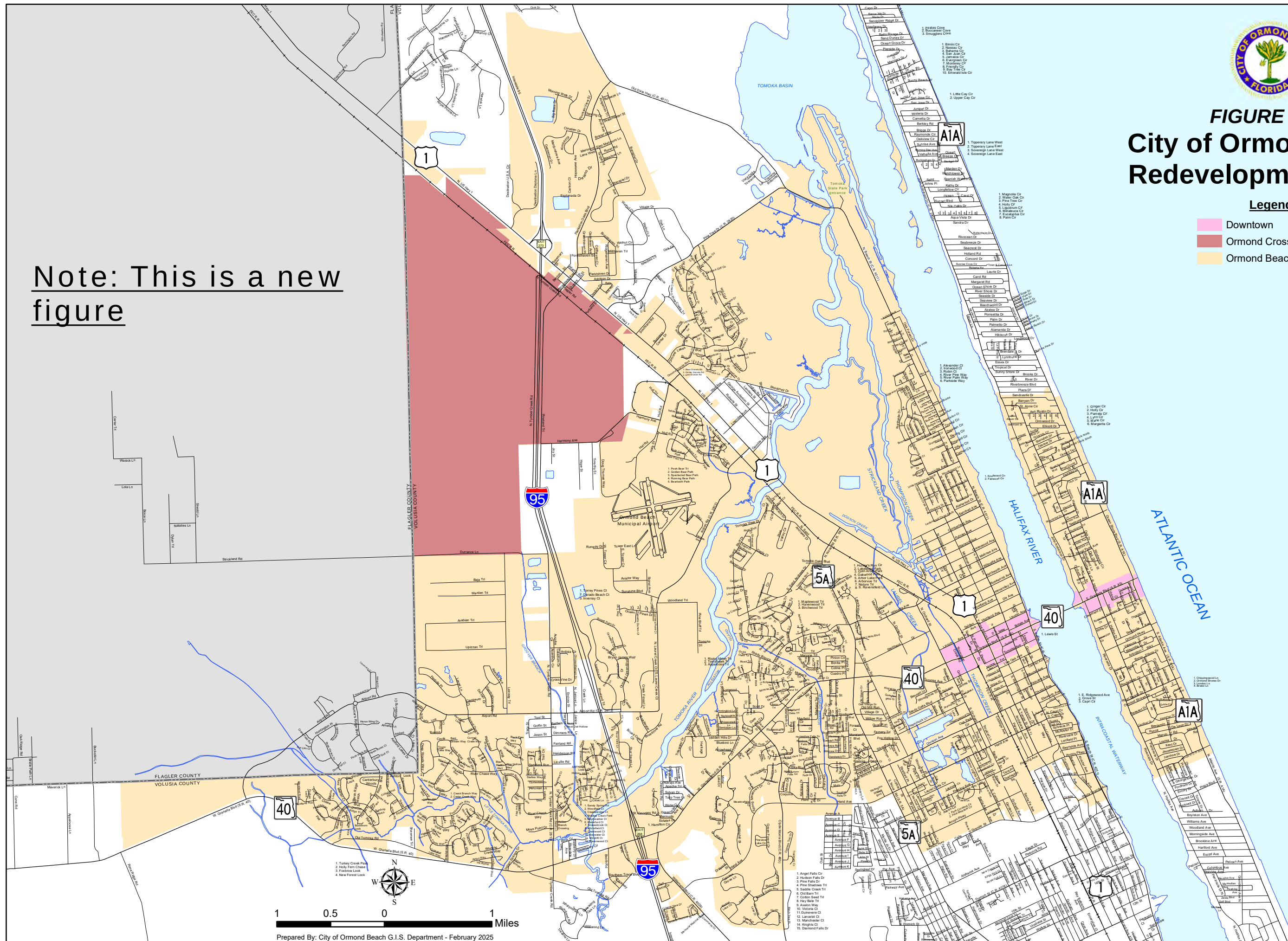


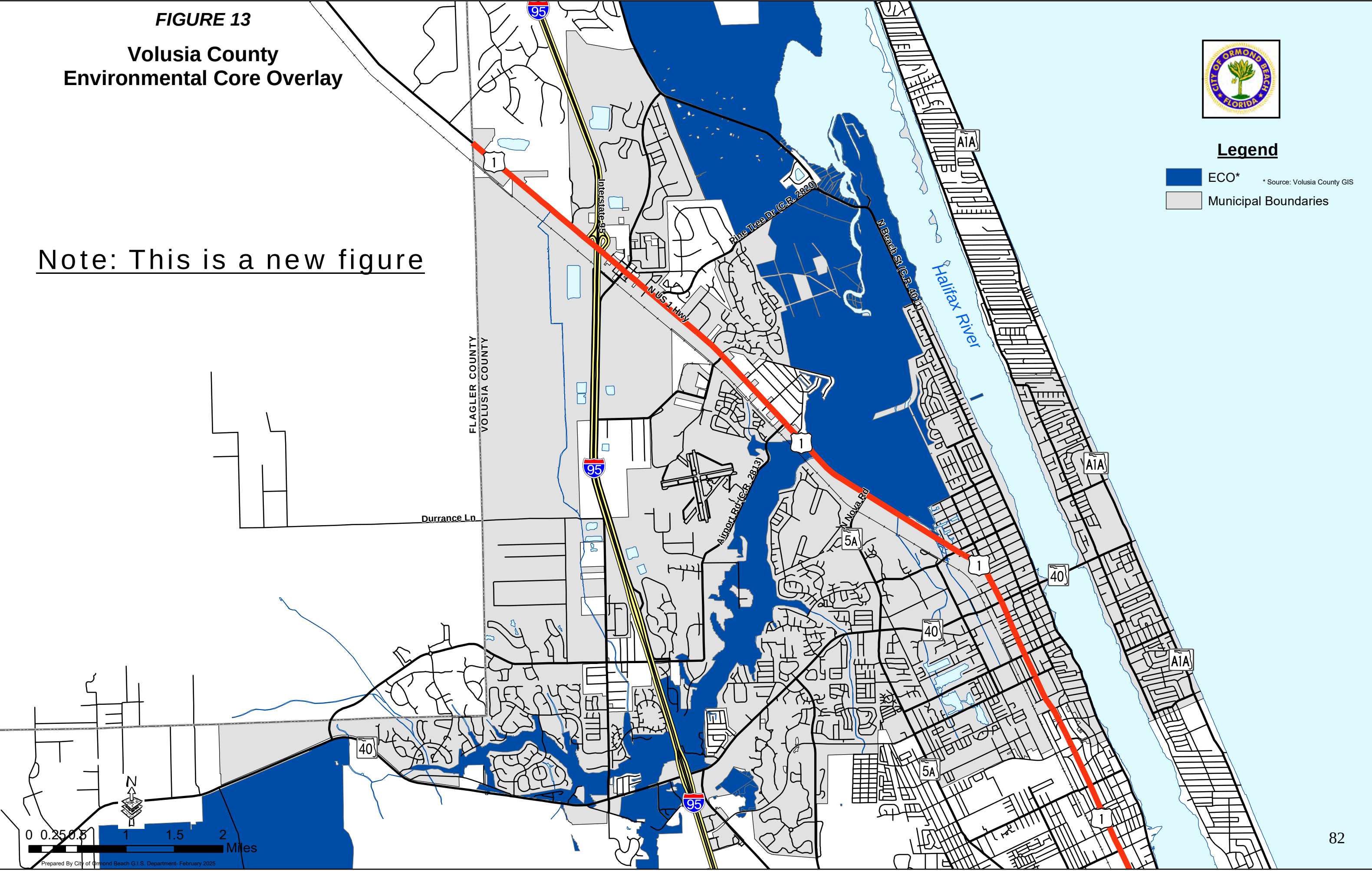
FIGURE 13
Volusia County
Environmental Core Overlay



Legend

- ECO* * Source: Volusia County GIS
- Municipal Boundaries

Note: This is a new figure



New Page Added



TRANSPORTATION ELEMENT



TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

TRANSPORTATION ELEMENT GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. LAND USE	4
OBJECTIVE 1.1. STRATEGIC INTERMODAL SYSTEM	4
OBJECTIVE 1.2. STUCTURE FREE RIGHT(S)-OF-WAY	4
OBJECTIVE 1.4. ACCESS MANAGEMENT.....	8
OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS	10
OBJECTIVE 1.6. MULTI-MODAL STRATEGIES	11
OBJECTIVE 1.7. ALTERNATIVE MODES OF TRANSPORTATION.....	14
OBJECTIVE 1.8. TRANSIT DESIGN PRINCIPLES.....	15
GOAL 2. MITIGATION.....	18
OBJECTIVE 2.1. MITIGATION.....	18
GOAL 3. DECISION-MAKING AND DESIGN	20
OBJECTIVE 3.1. DESIGN	20
GOAL 4. TRANSPORTATION DEMAND MANAGEMENT STRATEGIES	
21	
OBJECTIVE 4.1. TRANSPORTATION DEMAND MANAGEMENT	21
GOAL 5: ORMOND CROSSINGS ACTIVITY CENTER	23
OBJECTIVE 5.1. ORMOND CROSSINGS ACTIVITY CENTER TRANSPORTATION CONCURRENCY EXCEPTION AREA	23
OBJECTIVE 5.2. PUBLIC INFRASTRUCTURE AND FACILITIES	31
TABLE 1 - FUTURE ROADWAY FUNCTIONAL CLASSIFICATION	34
TABLE 2 - ROADWAY DESIGN STANDARDS	37
FIGURE 1. FUTURE TRAFFIC CIRCULATION MAP	38
FIGURE 2. ADOPTED LEVEL OF SERVICE STANDARDS MAP.....	39

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

FIGURE 3. EVACUATION ROUTES MAP.....	40
--------------------------------------	----

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

TRANSPORTATION ELEMENT GOALS, OBJECTIVES AND POLICIES

GENERAL STATEMENT

THE OBJECTIVES AND POLICIES PRESENTED IN THIS ELEMENT ARE BASED UPON THE 2008 EVALUATION APPRAISAL REPORT. THE CITY RECOGNIZES IT CAN NOT CONTINUE TO RELY ON INCREASING ROADWAY CAPACITY AS ITS SOLE TRANSPORTATION STRATEGY. TO THAT END, A MULTI-MODAL STRATEGY IS PRESENTED THAT PLACES GREATER EMPHASIS ON REDUCING VEHICLE MILES TRAVELED (VMT) THAN PROVIDING MORE ROADWAY SUPPLY. THIS STRATEGY PROVIDES FOR FUTURE ROADWAY CORRIDOR PRESERVATION, MORE EFFECTIVE ACCESS MANAGEMENT, GREATER EMPHASIS ON PEDESTRIANS AND BIKE TRAILS, AND IMPLEMENTATION OF SMART GROWTH DESIGN PRINCIPLES TO AREAS WHERE (RE) DEVELOPMENT SHOULD OCCUR BASED UPON CURRENT TRANSIT CORRIDORS.

WHILE THE CITY IS DESIGNATED A DENSE URBAN LAND AREA (DULA) AND IS EXEMPT FROM STATE TRANSPORTATION CONCURRENCY (TOP-DOWN) CITYWIDE, THE CITY (BOTTOM-UP) IS REQUIRING THAT TRANSPORTATION IMPACTS ON STATE, COUNTY AND CITY ROADWAYS BE MITIGATED EXCEPT FOR THE DOWNTOWN, AIA (SR 40 SOUTH TO THE CITY LINE), US 1 (FROM WILMETTE AVENUE SOUTH TO THE CITY LINE); AND SR 40 (FROM AIA TO I95). FOR THESE AREAS, VOTRAN PROVIDES CORE BUS SERVICE WHICH WILL BE ENHANCED THROUGH DEVELOPMENT AND (RE) DEVELOPMENT AT HIGHER DENSITIES AND INTENSITIES. DEVELOPMENT AT OR ABOVE THRESHOLDS RECOMMENDED BY VOTRAN TRANSIT DESIGN GUIDELINES SHALL BE REQUIRED TO MAKE TRANSIT FACILITY OR OPERATIONAL IMPROVEMENTS.

THROUGHOUT THE CITY LEVEL OF SERVICE (LOS) FOR PERCENTAGE OF SIDEWALK COVERAGE LINKING RESIDENTIAL AREAS TO DESTINATION POINTS AND TRANSIT STOPS WILL BE ESTABLISHED AND ADOPTED INTO THE COMPREHENSIVE PLAN BY JULY 2012. WHERE SIDEWALK LOS IS BELOW THE ADOPTED LOS, APPLICANTS FOR DEVELOPMENT AND (RE) DEVELOPMENT SHALL BE REQUIRED TO CONSTRUCT OR PAY A FEE IN LIEU OF TO IMPROVE THE CURRENT SIDEWALK LOS TO THE ADOPTED LOS WITHIN THE ¼ MILE PEDESTRIAN SHED THAT SERVES THAT PARTICULAR DEVELOPMENT.

ORMOND BEACH DUE TO ITS SIZE AND LOCATION HAS A LIMITED ROLE IN DEVELOPING TRANSPORTATION DEMAND MANAGEMENT STRATEGIES, HOWEVER, THE CITY IS HOME TO MANY INDUSTRIAL USERS MOSTLY LOCATED ON US 1 BETWEEN WILMETTE AVENUE AND THE I95 INTERCHANGE THAT COULD BENEFIT FROM A PRIVATELY ORGANIZED TRANSPORTATION MANAGEMENT INITIATIVE (TMI) OPERATED THROUGH AN EXISTING ENTITY SUCH AS THE CHAMBER OF COMMERCE OR ECONOMIC DEVELOPMENT ORGANIZATION THAT COULD MARKET, ADVOCATE AND HOST TDM INITIATIVES.

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

GOAL 1. LAND USE

PROMOTE A BALANCED, AFFORDABLE, RELIABLE, CONVENIENT AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS THE LAND USE VISION OF THE ORMOND BEACH COMPREHENSIVE PLAN.

OBJECTIVE 1.1. STRATEGIC INTERMODAL SYSTEM

Protect Florida's Strategic Intermodal System (SIS) by preserving future Right-of-Way ROW corridors.

POLICY 1.1.1.

The City shall utilize ~~Map~~ Figure 1 entitled, "The Future Traffic Circulation Map" as well as ~~Tables 61 and 72 of the Future Land Use~~ Transportation Element for addressing its long-range transportation needs.

POLICY 1.1.2.

The Future Traffic Circulation Map shall be derived primarily through use of ~~MPO~~ the Transportation Planning Organization's travel demand forecast models, where applicable, and shall reflect the ~~of MPO~~ Transportation Planning Organization's Adopted Cost Feasible Plan, locally designated corridors, corridors identified for Project Development Studies, and any future identified corridors. The Future Traffic Circulation Map shall not be subject to the financially feasible criteria applied to the five- and ten-year planning horizon.

POLICY 1.1.3.

The City shall utilize the long-range traffic circulation map for:

- a. Review of all proposed development orders for consistency with the map;
- b. Establishing the long range (2034~~5~~) level of service standards on major existing or future roadways by determining the resultant level of service on each roadway impacted by a project travel demand as determined using the ~~MPO~~ Transportation Planning Organization, or other travel demand forecasting models;
- c. Reviewing all proposed capital projects proposed to widen existing or develop new major roadways. All capital projects shall be consistent with the Future Traffic Circulation Map; and
- d. Achieving consistency of this Comprehensive Plan where appropriate with: the long-range transportation plans of all local governments adjacent to Ormond Beach; the Florida Department of Transportation's ~~FDOT's~~ Transportation Plan and approved work program; and the ~~of MPO's~~ Transportation Planning Organization's transportation improvement plan.



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.2. STUCTURE FREE RIGHT(S)-OF-WAY

The City shall insure the availability of structure free right(s)-of-way for major and important minor roadways and for Votran transit corridors necessary or desirable to accommodate projected travel demand in 2034~~5~~.

POLICY 1.2.1.

The City shall adopt a major thoroughfare provision in the LDC Land Development Code which:

- a. References the Future Traffic Circulation Map that will provide for adequate traffic circulation within the city;
- b. Identifies the right-of-way widths for each roadway in a manner consistent with the Future Traffic Circulation Map and in a manner consistent with the inventory of right-of-way already provided by Ormond Beach, other local governments, or the State of Florida;
- c. Establishes the Future Traffic Circulation Map as the official listing of right(s)-of-way to be reserved pursuant to Policy 21.2.2 below; and
- d. Establishes procedures and guidelines for the appropriate amendment of the map.

POLICY 1.2.2.

A right-of-way protection provision shall be adopted for the purpose of protecting right(s)-of-way necessary to develop the roadway network shown on the Future Traffic Circulation Map. This right-of-way protection is required so as to ~~insure~~ ensure compliance with long range level-of-service standards established by those policies within the Comprehensive Plan. Such ordinance shall prohibit the development of any structures, parking areas, or drainage facilities (except as allowable on an interim basis) within the corridors indicated on the Future Traffic Circulation Map or within any other surface transportation corridors (i.e. rail corridors) identified by ~~FDOT~~ the Florida Department of Transportation. Other uses, consistent with this Comprehensive Plan, may be considered within the protective right-of-way. Nothing in the right-of-way protection ordinance shall preclude location of temporary uses within protected right(s)-of-way. Any right-of-way protected under the right(s)-of-way protection ordinance may be dedicated to Ormond Beach during the development of a project. Dedication shall be accompanied with a Level 1 Environmental Audit of the ~~ROW~~ right-of-way dedicated or the parcel from which the ~~ROW~~ right-of-way was dedicated, whichever is appropriate. Any such dedication shall not be subject to time limits on right(s)-of-way reservation as required by Chapter 336 F.S. As used in this policy, "corridors" means that area of protected right-of-way for any roadway, as generally configured and as located on the Future Traffic Circulation Map. Protected right(s)-of-way shall be defined as:



GOALS, OBJECTIVES AND POLICIES

1. Required right-of-way on either side of the centerline of an existing roadway shown as having more lanes on the Future Traffic Circulation Map than the number of lanes currently existing.
2. Required right-of-way for roadway or other transportation corridors for which no centerline has been established. The location of the roadway right(s)-of-way shall be established during the review of proposed projects in proximity to future roadway corridors located on the Future Traffic Circulation Map. These newly established alignments selected during project review shall be continuous so as to provide for a continuous travel corridor of sufficient width to accommodate an appropriate cross section as required by city policy for facility types specified on the Future Traffic Circulation Map.

POLICY 1.2.3.

The City shall ensure that protected right(s)-of-way are reserved at the time of project review for issuance of a level of service compliance decision. Failure to reserve protected right(s)-of-way as a condition of level of service determination shall be considered a violation of the 20345 (long range) level of service standard for that roadway and shall, therefore, be prohibited. Such ordinance shall also contain mitigation measures designed in part to preclude the taking of private property unless fair compensation for any such taking is provided. These measures shall address properties which are located in a manner or exhibit characteristics that precludes the reasonable use of such property if the protected right-of-way is maintained free of drainage facilities, structures, or parking during the development of the property. Measures may include, but not be limited to:

1. The transfer of development right(s), which may be considered pursuant to the future land use policy from the area within a protected right-of-way to an area outside of the protected right-of-way on the same project site.
2. The reduction of required building setbacks, required buffers, and other requirements otherwise contained in this Comprehensive Plan or contained in other local land development regulations, if such reduced requirements are considered on a case-by-case basis and are granted pursuant to a finding of overriding public interest by the local government.

~~POLICY 1.2.4.~~

~~Adopt a right-of-way reservation ordinance that requires the dedication to Ormond Beach as a condition of issuance of a level of service compliance finding. Upon adoption of an ordinance, or upon recording of any update to the Future Traffic Circulation Map, the reserved right(s)-of-way shall be prohibited from all development of drainage facilities, parking or structures, and dedication of the reserved right-of-way shall be required upon issuance of the development order for any property encompassing said right-of-way. Appropriate access through reserved right-of-way as determined by Ormond Beach, will be permitted. Any such reservation of right-of-way for a particular transportation corridor~~

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~shall be effective for a period not to exceed five years from time of initial right-of-way reservation, unless the extends this five-year period in one-year increments not to exceed an additional five-year period.~~

~~POLICY 1.2.5.~~

~~The City shall provide, on an annual basis, and to the Florida Department of Transportation (FDOT) a listing of those State right(s)-of-way for which right-of-way protection or right-of-way reservation is in effect pursuant to the above policies, and for which level of service is worse than, or is projected within the next five years to decline to a level of service that is worse than the adopted level of service. Also, to coordinate with the Metropolitan Planning Organization and FDOT, so as to establish increased priorities for construction of improvements to such roadways based on enhanced availability facilitated by the City's plan and right-of-way protection or reservation ordinances.~~

~~POLICY 1.2.6.~~ POLICY 1.2.4.

Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.

~~POLICY 1.2.7.~~ POLICY 1.2.5.

Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.

~~POLICY 1.2.8.~~ POLICY 1.2.6.

All building setbacks shall be measured from the future right(s)-of-way line.

~~POLICY 1.2.9.~~ POLICY 1.2.7.

The impact of new and/or widened right(s)-of-way on existing residential use or residentially zoned property shall be minimized by the use of walls or combination of berm/landscape buffers, as appropriate to the particular site. Impacts to be considered shall include noise levels, safety, aesthetics, usefulness and property values. Walls and other buffers will be constructed by developers.

~~POLICY 1.2.10.~~ POLICY 1.2.8.

No existing right(s)-of-way for major roads shall be abandoned, vacated or otherwise conveyed from public ownership unless a positive recommendation has been made by the Site Plan Review Committee to the City Commission that the right-of-way will not be needed for the future expansion of the roadway as required in Table 61, "Future Roadway Functional Classification."



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.3. FUTURE ROADWAY FUNCTIONAL CLASSIFICATION SYSTEM

New streets and intersections shall be planned, designed, constructed and operated to be consistent with Tables 61 and 2 of the Transportation Element ~~Future Roadway Functional Classification System~~ as well as maximize safety and convenience.

POLICY 1.3.1.

All new streets shall be paved with a minimum paved driving surface to meet the requirements of the Land Development Code.

POLICY 1.3.2.

Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.

POLICY 1.3.3.

Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.

POLICY 1.3.4.

Implement traffic calming and other measures where needed to encourage motorists to drive with caution and consideration in residential communities.

POLICY 1.3.5.

Work with ~~FDOT~~ the Florida Department of Transportation to incorporate medians and separate turning lanes in the design or redesign of roadways having four or more travel lanes.

OBJECTIVE 1.4. ACCESS MANAGEMENT

Protect existing roadway capacity through access management by ensuring on-site circulation for new development shall not interrupt traffic flow on public road facilities.

POLICY 1.4.1.

All land use plan amendments, zonings, plats and site plans requiring City approval and access to Federal, State, County and City roads shall comply with the following access management strategies, if determined applicable to the location:

- a. Traffic circulation and maneuvering shall be accomplished on-site;

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

- b. Driveway entrances and exits shall be located as far as possible from street intersections;
- c. Nonresidential lots having frontage on two or more public streets shall have access to the street(s) with the lowest functional classification, unless specifically approved by the City Commission;
- d. Interior throughways within parking areas shall be separated from parking aisle areas;
- e. Peripheral outparcels designed for freestanding uses shall be integral parts of the total interior circulation system for a larger site;
- f. Driveways should align with opposite driveways;
- g. Joint curb cuts, cross-access easements, internal access for outparcels and other transportation system management strategies shall be employed to effectively reduce the number of curb cuts and median openings on all public road facilities;
- h. Curb cuts for driveways shall be minimized, and the location and number of cuts should relate to lot size, turnover rate, relationship to adjoining streets and the type of clientele served. Access points shall be designed to prevent hazards to vehicular or non-vehicular traffic. Turnout lanes and traffic dividers shall be provided on abutting roadways and on-site where existing or anticipated heavy flows of traffic indicate the need;
- i. Internal streets, roads, driveways and parking, loading and service areas shall be designed so as to provide safe and convenient vehicular access to all uses and facilities;
- j. Development proposals exceeding the thresholds established in the 2008 Votran Transit Design Guidelines shall include transportation demand management strategies, such as: ride sharing, van pooling, carpooling, flextime and bicycle usage, as methods to alleviate the need for automobile trips;
- k. Joint curb cuts with adjacent development parcels shall be provided where feasible;
- l. Residential and non-residential developments shall provide internal as well as external connectivity in order to support public transportation facilities for bicyclists and pedestrians;
- m. Reduce and consolidate private entrances, median crossovers, and similar disruptions to traffic flow;
- n. Minimum throat distances shall be established for driveway entrances based upon the floor area size of developments to ensure development related traffic does not disrupt through traffic on public roadways;
- o. New residential developments that exceed 200 average daily trips should provide emergency access independent of the primary access to the development as determined acceptable by the Site Plan Review Committee SPRC; and
- p. Residential subdivisions shall have internal road, pedestrian, and bicycle connectivity between each other.



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS

~~Establish~~ Maintain Transportation Concurrency Exception Areas along Votran core transit corridors to support intensified mixed-use development and redevelopment as measured by floor area, impervious surface, and density along commercial corridors and in the downtown redevelopment area.

POLICY 1.5.1.

As depicted on Figures 6 through 9 of the Future Land Use Element, the following corridors and parcels fronting and having access within $\frac{1}{4}$ mile of said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs):

- a) A1A from SR 40 south to the city line;
- b) SR 40 from A1A to Williamson Boulevard; and
- c) US 1 from Wilmette Avenue south to the city line.

POLICY 1.5.2.

Development and redevelopment within designated Transportation Concurrency Exception Areas TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.

POLICY 1.5.3.

Development and redevelopment within Transportation Concurrency Exception Areas TCEAs shall enhance community design by incorporating the following mobility strategies:

- a) Transportation demand management;
- b) Transportation system management;
- c) Alternative modes of transportation;
- d) Land use densities and intensities to support alternative modes of transportation;
- e) Mix of land uses;
- f) Plans to maintain or improve connectivity between all modes of transportation; and
- g) Transit and pedestrian-oriented design.

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 1.5.4.~~

~~By July 2011, the City shall enter into an Interlocal Agreement with Volusia County for development of a transit option as an alternative to the current road mitigation policy contained in the Volusia County's Traffic Impact Assessment Guidelines which is applicable to the City's TCEAs.~~

~~POLICY 1.5.5.~~ POLICY 1.5.4.

~~The mobility fee(s) (transit, and non-motorized) which replace the local impact fee within the Transportation Concurrency Exception Areas TCEAs shall be maintained, become effective on the effective date of the Comprehensive Plan. All three fees shall be assessed outside of the TCEAs.~~

~~POLICY 1.5.6.~~ POLICY 1.5.5.

~~A mix of residential and non-residential uses shall be encouraged in the Downtown Community Redevelopment Area shall be required such that a minimum of 10 percent of the floor area of commercial/office uses shall be in the form of residential dwelling units. Residential units may be vertically or horizontally mixed with the non-residential portion of the development.~~

OBJECTIVE 1.6. MULTI-MODAL STRATEGIES

Coordinate a multi-modal strategy with transportation planning and the land use element to provide alternative travel modes which are sufficient to accommodate the uses depicted on the Future Land Use Map and adopted Downtown Community Redevelopment Area Plan.

POLICY 1.6.1.

Multi-Modal Corridors shall be established for roadway corridors which have at least three of the following characteristics:

- a) Presence of transit;
- b) Opportunities for redevelopment or infill development;
- c) Downtown; and
- d) Constrained roadways.

POLICY 1.6.2.

Transportation Concurrency Exception Areas The TCEAs identified on Figures 6 through 10 of the Future Land Use Element shall also be classified as Multi-Modal Corridors and all Multi-Modal strategies shall apply to the corridors.



GOALS, OBJECTIVES AND POLICIES

POLICY 1.6.3.

The land use and transportation strategies that support and fund mobility are contained in the Ormond Beach Multi-Modal Strategy, ~~October 2010~~, which is adopted and incorporated herein as part of the Comprehensive Plan, and shall be adhered to as it relates to the non-motorized and transit vision plans articulated therein.

POLICY 1.6.4.

~~Where d~~ Development proposals that are consistent with the City's Future Land Use Map (FLUM) in terms of both land use type and density or intensity and located along the Multi-Modal Corridors where current and projected 2017 level of service standards are currently met, shall implement the following strategies ~~will be implemented~~:

- a) Access management;
- b) Bike facilities; and
- c) Sidewalk connectivity.

~~POLICY 1.6.5.~~

~~Where development proposals are consistent with the City's FLUM in terms of land use type and density and intensity, but are located along Multi-Modal Corridors where current and projected 2017 level of service standards will not be met, the following strategies will be implemented:~~

- ~~a) All of the strategies identified in policy 1.6.4.; and~~
- ~~b) On or off-site transit facility improvements as recommended by Votran.~~

~~POLICY 1.6.6.~~

~~Where development proposals require a comprehensive plan amendment in order to be consistent with the City's FLUM in terms of land use and density or intensity for property that is located on Multi-Modal Corridors where current and projected 2017 level of service standards are currently met, the following strategies will be implemented:~~

- ~~a) All of the strategies identified in policy 1.6.4.;~~
- ~~b) All of the strategies identified in policy 1.6.5.; and~~
- ~~c) A negotiated contribution for operations to support existing or enhanced transit service.~~

~~POLICY 1.6.7.~~

~~The City shall not encourage development proposals that require comprehensive plan amendments in order to be consistent with the City's FLUM in terms of land use and~~

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

density or intensity for property that is located on Multi-Modal Corridors where current and projected 2017 level-of-service standards are not being met.

~~POLICY 1.6.8.~~

~~Until the completion of redevelopment plans for A1A and US 1, the City shall review and require development to comply with the standards contained in Votran's Transit Guidelines and to provide on-site and off-site transit improvements, as necessary.~~

~~POLICY 1.6.9.~~

~~Redevelopment plans on A1A and shall identify:~~

- ~~a) Areas where private investment supports efficient transit operations and related facilities shall be located;~~
- ~~b) Infrastructure needs;~~
- ~~c) Opportunities for density bonuses which shall not exceed the densities illustrated below, intensity transfers, affordable housing, and alternative forms of transportation to ensure level of service standards are maintained and improved;~~

Maximum Densities for A1A and US 1 TCEAs		
Land Use Classification	Proposed	
	Density	FAR
Low Density Residential	4.3 upa	0.2
Medium Density Residential	5-15 upa	0.3
Tourist Commercial	32	1.5
General Commercial	32	0.7
Heavy Commercial	18	0.8
Public Institutional	N/A	0.8
Recreation/Open Space	N/A	0.5

~~d. Land assembly opportunities; and~~

~~e. Public parking areas in lieu of private on-site parking.~~

~~POLICY 1.6.10.~~ POLICY 1.6.5.

~~The City shall evaluate land use plan amendments for reductions in vehicle miles traveled along Multi-Modal Corridors in accordance with the City's adopted Multi-Modal Strategy.~~

~~POLICY 1.6.11.~~ POLICY 1.6.6.

~~The City shall utilize enhanced access management strategies along the Multi-Modal Corridors to improve the efficiency of the corridors.~~

GOALS, OBJECTIVES AND POLICIES

~~POLICY 1.6.12.~~ POLICY 1.6.7.

For all land use plan amendments, re-zonings, plats, and site plans where the development proposal exceeds the thresholds contained in Votran's Transit Guidelines, Votran shall be requested to review and provide the City and the applicant transit improvement options.

POLICY 1.6.8.

The City shall seek a redevelopment plan and implementing strategies to create a Community Redevelopment Area within the US Highway 1 (South Yonge Street) corridor.

~~POLICY 1.6.13.~~

~~The City shall adopt a redevelopment plan and implementing strategies for the US 1 CRA Corridor by December 2012 and for the A1A CRA Corridor by December 2014. After the redevelopment plan is adopted, it shall be incorporated into the comprehensive plan through an amendment to the comprehensive plan.~~

OBJECTIVE 1.7. ALTERNATIVE MODES OF TRANSPORTATION

The City shall promote alternative modes of transportation through the construction of bike paths, pedestrian facilities and the use of transit.

~~POLICY 1.7.2.~~ POLICY 1.7.1.

Bike lanes and multimodal paths shall be established where feasible on one side of every arterial (except I-95) and collector street with sidewalks established on the opposite side of the street.

~~POLICY 1.7.3.~~ POLICY 1.7.2.

The City shall incorporate Votran as a reviewing entity for those developments which meet or exceed the recommended review thresholds contained in Votran's Transit Design Guidelines, as amended.

~~POLICY 1.7.4.~~ POLICY 1.7.3.

In order to promote pedestrian safety, pedestrian activated walk signals shall be incorporated at all signalized intersections in Downtown Ormond Beach, at beach access points and other appropriate areas as warranted.

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 1.7.5.~~ POLICY 1.7.4.

The City shall continue to implement the its adopted 2002 Sidewalk Master Plan and Bicycle Master Plan as amended to add sidewalks based upon evaluation criteria that includes safety, school access, recreational access, and transit access and road classification. Amendments shall be included in the annual update of the Capital Improvements Element and in the non-motorized fee calculation.

~~POLICY 1.7.6.~~ POLICY 1.7.5.

The City shall permit a payment in lieu of sidewalk construction for development if it is determined by the Site Plan Review Committee that the construction of the sidewalk is not feasible and that the need for a sidewalk is ~~much~~ greater in other areas of the city.

~~POLICY 1.7.7.~~ POLICY 1.7.6.

The City shall implement the Bicycle and Pedestrian Safety Master Plan recommendations prepared by the ~~VTP~~ Transportation Planning Organization for all elementary schools within the City through its annual sidewalk program.

~~POLICY 1.7.8.~~ POLICY 1.7.7.

The City shall educate the public as to the benefits of bicycling, walking and other non-motorized transportation options including those benefits related to improving air quality, reducing energy consumption, reducing congestion, stimulating the economy and promoting health and physical fitness.

~~POLICY 1.7.9.~~ POLICY 1.7.8.

Increase the use of transportation alternatives to the automobile by providing increased opportunities for the use of transit, and encouraging carpools, vanpools, walking and bicycling, and by reducing the need for new or expanded ~~automobile and~~ automobile parking facilities.

~~POLICY 1.7.10~~ POLICY 1.7.9.

Encourage the use of alternative fuels for City vehicles, transit vehicles and as feasible, any other motor vehicles as a means for reducing greenhouse gas emissions and conserving energy.

POLICY 1.7.10.

The city shall prioritize the use of Complete Streets efforts as a method for planning, designing, redesigning, building, operating and maintain streets that enables safe access for all people who utilize roadways, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.8. TRANSIT DESIGN PRINCIPLES

Integrate transit supportive design policies into the Land Development Code.

POLICY 1.8.1.

Reduce the amount of parking in new development and redevelopment by promoting and permitting the following strategies:

- a) Shared parking between uses which have different peak parking characteristics;
- b) Encouraging grass parking for low trip generating land uses; and
- c) Accepting alternative parking demand ratios based upon parking studies; and
- ~~d) Establishing parking maximum ratios of no more than 2.0 spaces per residential unit and 3 parking spaces/1000 square feet of office or retail floor area.~~

POLICY 1.8.2.

Financial and regulatory incentives within the Downtown Community Redevelopment Area shall be tailored to ~~favor~~ encourage single parcel and mixed-use developments. The City shall provide the following incentives to encourage a horizontal or vertical mixed-use component containing residential and non-residential uses:

- a) Flexible parking requirements in accordance with Policy ~~78~~.1.4 of the Future Land Use Element; and
- b) Funding assistance through loans and grants through Tax Increment Financing.
- c) Public, regional stormwater facilities in lieu of private individual site-specific storm water retention.
- d) Administrative regulatory relief as it pertains to dimensional and yard standards.

POLICY 1.8.3.

To recognize the availability of transit, on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by 20 percent% for all development and redevelopment along a recognized Multi-Modal Corridor.

POLICY 1.8.4.

Provide bicycle parking and separate, high quality, pathway connections for pedestrians and bicycles between internal parts of a development as well as to adjacent parcels.

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.8.5.

Applicants for individual development projects shall be encouraged ~~required~~ to fund and maintain continuity of off-site transit, roadways, circulation between adjacent parcels, and provide easements for trails, pathways, or sidewalks.

POLICY 1.8.6.

Sidewalks shall have direct connections between main building entry points and designated transit stops.

~~POLICY 1.8.7.~~

~~By July 2012, the City shall incorporate level of service standards for sidewalk coverage within Multi-Modal Corridors into the Comprehensive Plan to ensure connectivity exists between residential areas, shopping areas, public services, recreation, and transit stops.~~



GOALS, OBJECTIVES AND POLICIES

GOAL 2. MITIGATION

ALL DEVELOPMENT AND REDEVELOPMENT OUTSIDE OF LOCALLY DESIGNATED TRANSPORTATION CONCURRENCY EXCEPTION AREAS ~~TCEA'S~~ SHALL BE REQUIRED TO MITIGATE IMPACTS OF DEVELOPMENT ON STATE, COUNTY AND CITY ROADS.

OBJECTIVE 2.1. MITIGATION

All new developments that may be considered significant traffic generators shall provide a traffic impact assessment consistent with the requirements in the City's Land Development Code and if required, transportation improvements to mitigate their impacts on the City's transportation system.

POLICY 2.1.1.

The City shall utilize ~~Volusia County Metropolitan~~ the Transportation Planning Organization's (VCMPO)-Transportation Impact Analysis (TIA) Guidelines Methodology as the principal means for assessing site development impacts on state, county and city roads.

POLICY 2.1.2.

New development shall construct that portion of any proposed road identified in the ~~Long Range~~ Future Traffic Circulation Map that abut or bisect their property and shall align new roads with existing and proposed facilities.

POLICY 2.1.3.

Mitigation funded through monetary or Proportionate Fair Share contributions may include either singularly or in combination any of the following improvements: road improvements, transit facility improvements, transit operation contributions, bicycle trail construction, ~~TDM~~ Transportation Demand Management strategies, or other appropriate measures which reduce vehicle miles traveled.

POLICY 2.1.4.

The City shall adopt level of service standards adopted for roadways Citywide outside of the Transportation Concurrence Exception Areas ~~TCEAs~~ as amended and listed in the Capital Improvements Element of the Comprehensive Plan.

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 2.1.5.

The following major collector or higher classification roadways within the City are considered constrained for road widening purposes only by their respective jurisdiction.

Constrained Roads by Jurisdiction	City	County
SR 40 from Nova to A1A	X	
A1A from North City Line to SR 40	X	
A1A from SR 40 to South City line	X	
US 1 from Wilmette to the southern eCity line	X	
North and South Beach Street from Big Pine Tree Drive to the eCity line respectively		X

For the purposes of Policy 2.1.5., the following terms shall apply:

- Road widening is defined as improvements made specifically to add traffic capacity to a road segment(s) which may or may not require additional right-of-way. Segments do not include intersections.
- Road reconstruction is any improvement made to an existing substandard road in order to bring it up to adopted roadway standards.
- Road efficiency improvements are those made to increase safety or efficiency of an existing intersection which may or may not require right-of-way.

Constrained roadways may be improved through road reconstruction or efficiency improvements.



GOALS, OBJECTIVES AND POLICIES

GOAL 3. DECISION-MAKING AND DESIGN

TRANSPORTATION DECISION-MAKING AND DESIGN SHALL TAKE INTO CONSIDERATION THE PHYSICAL ENVIRONMENT THROUGH WHICH ROADWAYS PASS THROUGH.

OBJECTIVE 3.1. DESIGN

The transportation system shall be designed to: 1) be context sensitive, thereby improving integration of roads into the physical environment and community; and 2) promote aesthetics through the creation of overlay districts and the provision of appropriate landscaping of medians which will not adversely impact public safety.

POLICY 3.1.1.

Medians in subdivision roadways shall utilize drought resistant landscaping whenever possible. Irrigation systems shall be installed in the landscaped medians and maintained in perpetuity by property owner associations.

POLICY 3.1.2.

The City shall utilize Greenbelt and Gateway Preservation District Standards on selected major arterial and collector roadways leading into the City. Enhanced setback distances, building design and ground mounted signs shall be signature elements to creating attractive entranceways into the City.

POLICY 3.1.3.

The City shall not as a general policy, support improving roadway Level-of-Service LOS, regardless of roadway jurisdiction, at the expense of reducing or eliminating landscaped medians, except for as approved by the City Commission.

POLICY 3.1.4.

The City shall formally recognize and provide appropriate protection for scenic highways and roadways.

POLICY 3.1.5.

The City shall assist the Corridor Management Entity to implement the vision statement within the adopted Corridor Management Plan of the Florida State designated Ormond Scenic Loop and Trail.



GOALS, OBJECTIVES AND POLICIES

GOAL 4. TRANSPORTATION DEMAND MANAGEMENT STRATEGIES

IMPLEMENT TRANSPORTATION DEMAND MANAGEMENT STRATEGIES DESIGNED TO INCREASE TRANSPORTATION SYSTEM EFFICIENCY BY MANAGING THE DEMAND SIDE OF THE DEMAND/CAPACITY RELATIONSHIP THUS REDUCING TOTAL VEHICLE TRIPS.

OBJECTIVE 4.1. TRANSPORTATION DEMAND MANAGEMENT

Promote Transportation Demand Management (TDM) to support efficient use of the transportation and transit system.

POLICY 4.1.1.

Develop ~~TDM~~ Transportation Demand Management strategies and programs in cooperation with the ~~VCMPPO~~ Transportation Planning Organization, ~~VOTRAN~~ Votran, ~~FDOT~~ the Florida Department of Transportation and other local jurisdictions.

POLICY 4.1.2.

Work with the School District, city residents, developers, homeowner associations and property management companies through residential based programs to promote the use of Votran, non-motorized travel, and other alternatives.

POLICY 4.1.3.

Work with the Chamber of Commerce or similar entity dedicated to economic development and business prosperity to establish a Transportation Management Initiative (TMI) designed as an Employer Outreach Service to market ~~TDM~~ Transportation Demand Management programs, advocate transit improvements, and act as host of ridesharing databases for industrial concerns located at the City's Airport Business Park and Ormond Crossings.

POLICY 4.1.4.

Develop a multi-modal access guide providing concise information about how to use various travel modes to get to a particular destination. The multi-modal guide should include but shall not be limited to the following information:

- a) Maps and graphics on how to use transit as well as walk and bicycle to a particular destination;
- b) Transit information such as frequency, fares, routes, and schedules;



GOALS, OBJECTIVES AND POLICIES

- c) Contact information for transit providers, to include telephone numbers;
- d) ~~Contact information;~~
- e d) Times and distances for those walking from a transit stop to a particular destination such as the beach;
- f e) Information about other modes, such as schedules and contact information for airport service;
- g f) Information for people with disabilities, such as how to make transit access arrangements; and
- h g) Information on bicycle facilities, such as parking, at destinations.

POLICY 4.1.5.

Require all development and redevelopment to incorporate bicycle facilities such as bike racks into the overall design of the site and encourage ~~require all~~ developments which exceed the Votran Transit Guideline thresholds for review to also incorporate lockers and showers to support employees to walk or bicycle to and from work.

POLICY 4.1.6.

Require all applicants requesting a city approval whose development exceed the Votran Transit Guidelines thresholds to show evidence that they have analyzed and evaluated potential TDM strategies.

POLICY 4.1.7.

Require all development to provide sufficient provisions for connection to existing and proposed pedestrian facilities.



GOALS, OBJECTIVES AND POLICIES

GOAL 5: ORMOND CROSSINGS ACTIVITY CENTER

THE ORMOND CROSSINGS ACTIVITY CENTER SHALL INCORPORATE A MOBILITY STRATEGY THAT ENSURES THAT A TRANSPORTATION NETWORK (ROAD, TRANSIT, TRAVEL DEMAND MANAGEMENT) IS IN PLACE TO FACILITATE AN ECONOMICALLY VIABLE COMPONENT OF THE CITY'S ECONOMIC DEVELOPMENT GOALS. THIS SHALL BE IMPLEMENTED THROUGH THE APPLICATION OF A TRANSPORTATION CONCURRENCY EXCEPTION AREA (TCEA) SO THAT MULTIPLE TRANSPORTATION MITIGATION SOLUTIONS THAT INCLUDE ROADWAY IMPROVEMENTS, MULTI-MODAL OPPORTUNITIES AND TRANSPORTATION DEMAND MANAGEMENT SYSTEMS CAN BE USED TO PROVIDE FOR A SUSTAINABLE TRANSPORTATION NETWORK.

OBJECTIVE 5.1. ORMOND CROSSINGS ACTIVITY CENTER TRANSPORTATION CONCURRENCY EXCEPTION AREA

Consistent with Section 163.3180, *Florida Statutes*, the City hereby establishes a Transportation Concurrence Exception Area (TCEA) for the Ormond Crossings Activity Center to support a mixed-use development and address redevelopment concerns by implementing a mobility strategy that addresses the impacts to the City and County road network, as well as emphasizing opportunities for transit-oriented design, integrated pedestrian and bicycle facilities, and transportation demand management strategies that mitigates for its impacts to the regional network.

POLICY 5.1.1.

The City has determined that it is good public policy to use multiple methods of transportation mitigation that can be developed through the Ormond Crossings Transportation Concurrence Exception Area TCEA since the associated mobility strategy addresses the impacts of a mixed-use Activity Center that is located within a Dense Urban Land Area as defined in Section 163.3164, *Florida Statutes*, and facilitates the implementation of the Ormond Crossings/North Mainland Community Redevelopment Master Plan.

POLICY 5.1.2.

The City, ~~working in coordination with the~~ Developer of the Ormond Crossings Activity Center, shall complete the mitigation measures set forth in Policy ~~56.1.3~~ to ensure implementation of a mobility strategy that addresses the transportation impacts of the Ormond Crossings Activity Center project.

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 5.1.3.

The City shall require that the Developer of the Ormond Crossings Activity Center mitigate for cross-jurisdictional transportation impacts in accordance with the standards established by the Volusia County Metropolitan Planning Organization as follows:

- a. ~~No later than July 31, 2013, the Developer shall pay the Florida Department of Transportation ("FDOT") \$500,000 as funding for a PD&E study for general consideration of State Road 40 improvements from Tymber Creek Road to I-95 (the "PD&E study"). The limits of the PD&E study will be subject to the FDOT's discretion. If the PD&E study is completed and/or paid for prior to July 31, 2013, instead of paying the \$500,000 to the FDOT, the Developer shall apply the \$500,000 to traffic related improvements that benefit Ormond Crossings as the City directs, or at the direction of the City, some or all of the \$500,000 shall be applied to improvements or operations that have the affect of reducing vehicle miles traveled from and to Ormond Crossings. In the event the \$500,000 is paid to FDOT for the PD&E study, and Developers, builders or property owners at Ormond Crossings have paid or thereafter pay mobility fees that are collected for the purpose of funding state transportation improvements, including studies like the PD&E study, then the Developer may be entitled to mobility fee credits from the FDOT or the State of Florida.~~
- b. ~~Subject to approval of Volusia County (the "County"), the Developer shall upgrade the approximately 4.15-mile segment of Tymber Creek Road from Airport Road to the I-95 underpass near the project's northern boundary (the "Tymber Creek Road Upgrade"). The Tymber Creek Road Upgrade shall consist of upgrading and repaving Tymber Creek Road within the existing right-of-way to a standard 2-lane typical cross section acceptable to the County. "Upgrade" shall mean utilizing existing pavement and road base to the maximum extent possible and providing lane widths and shoulders meeting the County's currently adopted standards for a 2-lane undivided roadway. The Developer is not responsible for new drainage improvements, modifying existing turn lanes previously installed at the entrance to the Southern Pines subdivision or building sidewalks or bicycle trails along the roadway. The Tymber Creek Road Upgrade shall commence within 1-year of the first subdivision or site plan approval for the portion of Ormond Crossings that is located west of I-95 and shall be completed within 1 year from the date of commencement. If the County does not approve all or a portion of the roadway improvements as proposed in this paragraph, instead of completing those roadway improvements, the Developer shall make alternative related improvements or contributions to operations as provided for in paragraph 22 below.~~
- e.
- a. As a contribution to the future 4-laning of Tymber Creek Road from Peruvian Trail to Airport Road (the "Tymber Creek 4-laning"), the Developer shall defer its right to use or sell transportation impact fee credits to which it may be entitled in connection with the Tymber Creek Road Upgrade until the County has collected \$3,500,000 of transportation impact fees in connection with building permits issued for construction at Ormond Crossings, provided the County agrees to escrow or otherwise earmark the

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

\$3,500,000 to construct the Tymber Creek Road 4-laning when the County has acquired any necessary right-of-way, designed and permitted the Tymber Creek Road 4-laning and has sufficient additional funds available, if additional funds are needed, to construct that roadway improvement. Developer's agreement to defer the use or sale of transportation impact fee credits shall not reduce the amount of transportation impact fee credits to which the Developer may be entitled pursuant to the applicable County ordinance or a separate agreement between the Developer and Volusia County.

d.—

- b. The Developer, the City and the North Mainland/Ormond Crossings Community Redevelopment Area ~~CRA~~ Authority ("CRA Authority") shall pursue the design and construction of Crossings Boulevard, including the overpass of I-95, to address the conditions of blight identified in the Master Redevelopment Plan North Mainland CRA, ~~dated March 2005~~. A portion of the funding for the improvement shall be generated through the use of tax increment financing funds ("TIF") funds and a portion shall be provided by the Developer or generated by the proposed Ormond Crossings Community Development District (CDD) through the use of special assessment bonds.

e.—

- c. The segment of Crossings Boulevard from US-1, including a railroad fly-over, to a roundabout will be part of Ormond Crossings Phase A ("Segment 1"). The Developer shall design and permit Segment 1 and the Developer or the Community Development District ~~CDD~~ shall loan sufficient funds to the Community Redevelopment Area ~~CRA~~ Authority (the "Segment 1 Loan") so the Community Redevelopment Area ~~CRA~~ Authority can commence construction of Segment 1 within 5 years after the Phase A plat is recorded. The terms and conditions of the Segment 1 Loan shall be provided for in a separate agreement between the Developer or the Community Development District ~~CDD~~ and the Community Redevelopment Area ~~CRA~~ Authority, provided that regardless of the amount of the loan to the Community Redevelopment Area ~~CRA~~ Authority, repayment, including reimbursement of the lender's cost of money, shall be limited to the extent that the County's contribution of tax increment financing ~~TIF~~ shall be limited to \$4,000,000 and the City's contribution shall be limited to \$8,000,000, totaling a maximum contribution of \$12,000,000. Segment 1 shall be designed and constructed as a 4-lane divided roadway with landscaped medians. The roadway shall be completed prior to the project exceeding 2,017 net peak-hour external trips.

f.

- d. Crossings Boulevard shall be extended from Segment 1, including an I-95 fly-over, to connect to an internal roadway within Ormond Crossings, west of I-95 ("Segment 2"). The Developer or the Community Development District ~~CDD~~ shall commence design and permitting of Segment 2 at such time as the Community Redevelopment Area ~~CRA~~ Authority provides written notice that it can reasonably foresee having the ability, within 2 years, to repay the Segment 1 Loan. The Developer or the Community Development District ~~CDD~~ shall proceed with the construction of Segment 2 upon

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

repayment of the Segment 2 Loan or as soon as the design and permitting of Segment 2 are completed, whichever is later. Segment 2 shall be designed and constructed as a 2-lane undivided roadway, but the Developer shall provide sufficient right-of-way to accommodate widening to a 4-lane divided cross section in the future. The roadway shall be completed prior to the project exceeding 4,000 net peak-hour external trips.

~~g.—~~

- e. The Developer shall construct or cause a successor developer or developers to construct an internal roadway system that provides a connection from the terminus of Segment 2 to US-1, northwest of its interchange with I-95. That roadway connection to US-1 shall be completed prior to buildout of 1,000 residential units at Ormond Crossings.

~~h.—~~

- f. Within 6 months following commencement of construction of Segment 1 by the Community Redevelopment Area ~~CRA~~ Authority, the Developer or the Community Development District ~~CDD~~ shall commence construction of a road segment from the point of terminus of Segment 1 northward to connect to Tymber Creek Road via an I-95 underpass (the "East-West Connector Road"). The East-West Connector Road shall be completed within 1 year following commencement or when Segment 1 is completed, whichever is later.

- ~~i. The Developer shall install a traffic signal at US-1 and Broadway Avenue and turn lane improvements (the "Broadway Signal and Turn Lanes"). The Broadway Turn Lane improvements shall consist of an eastbound left-turn lane, through lane, and right-turn lane on Broadway Avenue at US-1 and a southbound right-turn lane on US-1 at Broadway Avenue. The Turn Lane improvements shall be constructed prior to the eastbound (Broadway Avenue) approach traffic exceeding 53 vehicles during the eight highest hours of an average weekday, as documented in the Annual Report. The Broadway Signal shall be installed within one year of when the eastbound (Broadway Avenue) approach traffic meets traffic signal warrants based on FDOT study procedures.~~

~~j.—~~

- g. The Developer shall install a traffic signal and additional turn lanes at US-1 and Hull Road (the "Hull Road Signal and Turn Lanes"). The Hull Road Signal and Turn Lanes shall consist of a southbound right-turn lane at Hull Road, extension of the northbound (US-1) left-turn lane to 600 feet, and signalization. Construction shall be completed by December 31, 2012, provided that if the traffic signal is not warranted or if there have been no certificates of occupancy issued within Ormond Crossings by then, the Hull Road Signal and Turn Lanes shall be installed and constructed within 1-year following the date the traffic signal is warranted or the first certificate of occupancy has been issued, whichever is later.

~~k.—~~

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

- h. The Developer shall install the Broadway Signal as specified in number 9 above. The Developer shall also install traffic signals at the entrances to Ormond Crossings from north and south of the I-95 interchange when traffic meets the traffic signal warrants based on the FDOT Florida Department of Transportation study procedures. Concurrently with the installation of each of those three signals, the Developer shall also install communication cable connecting the new traffic signals to adjacent traffic signals within 0.5 mile along US-1. Within 6 months following a request from the City or County, but not later than December 31, 2020, the Developer shall provide the City with a timing study for the traffic signals on US-1 from the traffic signals on from the northern entrance to Ormond Crossings on US-1 to the southern entrance on at Crossing Boulevard/Pine Tree Road.
- i.—
- i. Prior to the project exceeding 2,275 net external peak-hour trips, the Developer shall complete the following improvements at the I-95/US-1 interchange:
 - 1. At the I-95 southbound ramps, add a second southbound I-95 to southbound US-1 left-turn lane, convert the existing inside left-turn lane to a shared through/left-turn lane and extend the southbound I-95 to northbound US-1 right-turn lane to 550 feet.
 - 2. At the I-95 northbound ramps, add a second, I-95 northbound to US -1 southbound left-turn lane and extend the northbound I-95 to northbound US-1 right-turn lane to 550 feet.
 - 3. In the event adjustments to existing traffic signals are necessary with the ramp improvements, the Developer shall make those adjustments but shall not be required to upgrade the signals with mast arms.
- m.—
- j. All roadways within Ormond Crossings shall be designed and constructed in accordance with applicable standards of the FDOT Florida Department of Transportation, the County or the City, depending on the agency responsible for the particular roadway. All site plan and site-specific development issues shall be addressed in the Planned Mixed-Use Development PMUD and as part of the subdivision and site plan review processes to ensure compliance with the City's Comprehensive Plan. The Developer shall be responsible for construction of new roadways and improvements, based on the City's local road design standards, to portions of Pineland Trail and Harmony Avenue that are within or bordering Ormond Crossings, which will be reviewed and approved through the Planned Mixed-Use Development PMUD and site plan processes to insure compliance with the City's requirements. The layout, design and roadway construction standards shall be determined by City staff in accordance with the typical City roadway details during the rezoning and development approval processes. The Developer has a right under the Planned Mixed-Use Development (PMUD) zoning process to request waivers and alternative design standards as prescribed by the City's Land Development Code or as may be provided for in the Planned Mixed-Use Development PMUD. If increased

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

roadway capacity resulting from improvements by the Developer to City streets or roadways is not all required for project related traffic, the Developer or assignee may be entitled to credits for transportation impact fees due to the City in connection with construction within the project. Any transportation impact fee credits shall be determined in accordance with the provisions of the City's impact fee ordinance or separate agreement between the Developer and the City.

~~n.~~—

- k. Except as provided for herein with respect to Crossings Boulevard or hereafter specifically agreed in writing, the City and the entity with jurisdiction over the facilities have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting and/or construction of roadway improvements for Ormond Crossings.

~~o.~~—

- l. In order to provide safe access and preserve operational capacity, left and right turn deceleration lanes shall be installed by the Developer at all entrances to Ormond Crossings on collector and arterial roadways, as determined by the appropriate maintaining agency. Pedestrian and transit considerations shall be considered in the design. The Developer and the appropriate maintaining agency shall confirm the need for and the cost of signalization at the entrances to Ormond Crossings consistent with policies of the appropriate governmental entity and when nationally recognized warrants (Federal Highway Administration's FHWA's Manual of Uniform Traffic Control Devices) are met. Signal costs at entrances to Ormond Crossings are the financial responsibility of the Developer through buildout of the project.

~~p.~~—

- m. As part of the Ormond Crossings Activity Center mobility strategy, the City will emphasize the use of a multi-modal transportation district for the project and surrounding area that includes, but is not limited to transit services, facilities and amenities as well as transit-oriented development practices and principles to accommodate growth in the area. Ormond Crossings shall adhere to transit-oriented development design principles and concepts within an area appropriate for future transit (see "Accessing Transit, design handbook for Florida Bus Passenger Facilities," FDOT Florida Department of Transportation, Version II 2008). The Developer shall provide annual reports based on methodology acceptable to the City. The City shall use the annual reports to determine if changes to the transportation demand management or multimodal system are warranted. The City shall provide the annual reports to Volusia County and Votran to ensure a coordinated effort for the multimodal improvements and operations. Prior to the issuance of the first certificate of occupancy, the Developer shall enter into an agreement which addresses roadway and transit capital, operations and maintenance funding. This agreement shall be reviewed and updated five years after the original approval by the City and Votran, and thereafter shall be reviewed and updated as part of the annual reports required as part of the Activity Center designation.



GOALS, OBJECTIVES AND POLICIES

g.—

- n. In the interest of safety, and to promote alternative forms of transportation, the Developer shall provide the following bicycle and pedestrian systems:
1. The on-site bicycle systems shall be connected into any adjacent external bicycle systems existing at the time of construction;
 2. Covered walkways shall be designed into the front of non-residential structures to the maximum extent practicable;
 3. In all areas of Ormond Crossings where cycling will be accomplished on both sidewalk/bikeways and streets, appropriate signage identifying bike routes will be installed;
 4. Connections for bicyclists and pedestrians shall be provided between residential neighborhoods, employment centers and commercial areas to the maximum extent practical;
 5. Bicycle support facilities (~~e.g., parking and lockers~~) shall be provided at commercial areas and all work areas.

f.—

- o. The following transit related actions are required:
1. Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of transit service to the site as determined by the City in consultation with Votran;
 2. Transit pull-out bays and transit shelters as required by the City in consultation with Votran shall be constructed on-site by the Developer;
 3. A site shall be provided for multiple future transit stops to accommodate buses at a location determined by the City in consultation with Votran and the Developer at the time of site plan approval;
 4. At the City's request, the Developer shall enter into an agreement with the City in consultation with Votran in order to determine the appropriate number and location of pull-out bays, transit shelters, covered walkways and their location on the site, the size of a future transit super-stop if determined by the City to be appropriate for the estimated ridership, and the viability of a Community Development District CDD operated internal tram system to provide transportation to destinations and transit stops within the project; and
 5. When studies are conducted to implement bus service, the Developer shall fully cooperate with the City in donating necessary right-of-way that may be necessary for the route, transit stations, park & ride facilities and other accoutrements deemed warranted by Votran, in consultation with the City.

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

s.—

- p. Developer shall promote and encourage variable work hours and flextime participation by on-site employers. The Developer, employers and owners shall make known to tenants and residents that Ormond Crossings has access to an existing ride-sharing program operated by Votran. Transit and current ride-sharing information shall be prominently displayed in all public gathering areas, in employment centers and other areas as suggested by Votran and the City. Transit access on public rights-of-way, if necessary, shall be provided to meet Votran specifications to facilitate transit to the site. To reduce peak hour trips, the Developer (Community Development District CDD or property owners' associations) may designate a part-time ride sharing coordinator who is responsible for working with the area transit provider, conducting employee ridesharing campaigns within the project, publicity, processing applications, and distribution information (including transit information).

t.—

- q. The Developer shall coordinate with the City, Votran, the Community Development District CDD, and any property owners' associations to ensure the provision of park and ride spaces onsite and construct an area for use as a rideshare lot to lessen the overall impacts on regional roadways. Spaces for at least 200 vehicles shall be provided and may be shared with parking for commercial land uses. The park and ride spaces shall be proximate to the bus transit stops when established. Park and ride spaces shall be aggregated into groupings of not less than 25 spaces per designated park and ride area, which shall be indicated with appropriate signage. The Developer shall coordinate with the City and Votran to accomplish these requirements at the time of site development.

u.—

- r. In order to minimize impacts to the roadway network, roads within Ormond Crossings shall, subject to environmental constraints, be interconnected to the maximum extent feasible as determined by the City. The project will generally be connected to existing neighborhoods and will tie into local streets, where feasible and as deemed appropriate by the appropriate local government.

v.—

- s. The transportation mitigation projects and other mitigation activities to reduce vehicle miles traveled from and to Ormond Crossings are sufficient for the impacts of the project, including impacts on Volusia County roadways. The City hereby acknowledges and agrees that by complying with the provisions of this mitigation strategy, the Developer shall be entitled to fully and completely develop Ormond Crossings without further transportation improvements. If any of the transportation mitigation projects are unnecessary because they were or are being undertaken by a third party or are not possible because they are not approved by the entity with jurisdiction or for any other reason, the Developer shall make alternative traffic related improvements or contributions to operations that have the affect of reducing vehicle

TRANSPORTATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

miles traveled from and to Ormond Crossings as directed by the City, provided that any alternative mitigation of offsite transportation impacts shall not exceed the cost of the individual transportation mitigation projects being replaced.

POLICY 5.1.4.

The City and Volusia County shall use the Traffic Impact Assessment Guidelines and Methodology approved by the ~~Volusia County Metropolitan~~ Transportation Planning Organization (VCMPO) as the principal method of assessing the impacts of the Ormond Crossings project on the local and county road networks. The Developer, the City, and Volusia County agree that the mitigation projects identified in Policy ~~56.1.3~~ constitute a reasonable mitigation solution pursuant to the Transportation Planning Organization VCMPO cross jurisdictional impact guidelines and the mobility strategy implemented as part of the Ormond Crossings Activity Center Transportation Concurrency Exception Area TCEA. The successful completion of the improvements identified in Policy ~~56.1.3~~ addresses the impacts from the project and thereby exempts the project from any and all additional extra-jurisdictional analysis and mitigation not otherwise identified herein.

OBJECTIVE 5.2. PUBLIC INFRASTRUCTURE AND FACILITIES

The Ormond Crossings Activity Center project provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service or the requirements of the City's Mobility Plan as established in this Comprehensive Plan.

POLICY 5.2.1.

The City shall utilize an annual monitoring process to analyze, and where necessary, amend the Capital Improvement Element CIE and other related elements, to ensure that public infrastructure and facilities are in place or have a financially feasible commitment to construct the infrastructure or facilities in order to assure adherence to the City's mobility strategies for the Ormond Crossings Activity Center.

POLICY 5.2.2.

As part of the implementation of the Ormond Crossings/North Mainland Community Redevelopment Area CRA Master Plan and the Ormond Crossings Transportation Concurrency Exception Area TCEA-mobility strategies, the City shall establish in the Ormond Crossings Activity Center a principal arterial roadway, to be known as Crossings Boulevard, which will provide for accessibility between residential, commerce center, retail and service land uses.

TRANSPORTATION ELEMENT



TABLE 6 – FUTURE ROADWAY FUNCTIONAL CLASSIFICATION

Page 1 of 2

Street	SEGMENT		Functional Classification	No. of Lanes	Type of Facility
	From	To			
I-95	North City Limits	South City Limits	Principal Arterial	6	Divided-Limited Access
US 1	North City Limits	South City Limits	Principal Arterial	6	Divided
Nova Road	US 1	Wilmette	Principal Arterial	4	Divided
Nova Road	Wilmette	South City Limits	Principal Arterial	6	Divided
SR 40	Williamson Blvd.	West City Limits	Principal Arterial	6	Divided
SR 40 (Granada)	US 1	Williamson Blvd.	Principal Arterial	4	Divided
SR 40	A-1-A	John Anderson	Minor Arterial	4	Undivided
SR 40	John Anderson	Beach Street	Minor Arterial	4	Divided
SR 40	Beach Street	US 1	Minor Arterial	5	Undivided
SR A-1-A	SR 40	South City Limits	Principal Arterial	4	Divided
SR A-1-A	SR 40	North City Limits	Minor Arterial	2	Undivided
Clyde Morris Boulevard	SR 40	South City Limits	Minor Arterial	4	Divided
Beach Street	SR 40	South City Limits	Minor Arterial	2	Undivided
Beach Street	SR 40	North City Limits	Major Collector	2	Undivided
Airport Road	US 1	Tymber Creek Road	Minor Arterial	2	Undivided
Airport Road	Tymber Creek Road	SR 40	Minor Arterial	2	Undivided
Williamson	SR 40	South City Limits	Minor Arterial	4	Divided
Tymber Creek Road	Airport Road	South City Limits	Minor Arterial	4	Divided
Tymber Creek Road (CR 2013)	Airport Road	US 1	Minor Arterial	4	Divided
Ormond Crossing Boulevard	US 1	Tymber Creek Road	Minor Arterial	2	Undivided
Amsden Road	John Anderson Drive	SR A-1-A	Minor Collector	2	Undivided
Halifax Drive	John Anderson Drive	Fluhart Drive	Major Collector	2	Undivided
Riverside Drive	Fluhart Drive	South City Limits	Major Collector	2	Undivided
Riverbeach Drive	Riverside Drive	SR A-1-A	Major Collector	2	Undivided
Harvard Drive	Riverside Drive	SR A-1-A	Major Collector	2	Undivided
Neptune Avenue	John Anderson Drive	SR A-1-A	Major Collector	2	Undivided
Sanchez Avenue	Yonge Street	Beach Street	Major Collector	2	Undivided
Wilmette Avenue	Nova Road	Beach Street	Major Collector	2	Undivided
Yonge Street	US 1	Sanchez Avenue	Major Collector	2	Undivided
Domicilio	Northbrook	Beach Street	Major Collector	2	Undivided

Page 2 of 2

TRANSPORTATION ELEMENT



Street	SEGMENT		Functional Classification	No. of Lanes	Type of Facility
	From	To			
Center Street	Wilmette	South City Limits	Minor Collector	2	Undivided
Orchard Street	N. of Sterthaus	Hand Avenue	Major Collector	2	Undivided
Tomoka	SR 40	Beach Street	Minor Collector	2	Undivided
Ormond Parkway	SR A-1-A	Halifax Drive	Minor Collector	2	Undivided
Kings Road	Nova Road	Division	Minor Collector	2	Undivided
Sterthaus	Orchard	Nova Road	Minor Collector	2	Undivided
The Main Trail	Nova Road	SR 40	Minor Collector	2	Divided
Hammock Lane	Kings Road	Orchard	Minor Collector	2	Undivided
Sunshine Boulevard	Airport Road	Tower Circle	Minor Collector	2	Undivided
Runway Drive Extension	W. Tower Circle	Pineland Trail	Minor Collector	2	Undivided
Fluhart	Riverside Drive	Halifax	Major Collector	2	Undivided
Pineland Trail	Airport Road	US 1	Minor Arterial	2	Undivided
Ridgewood	Domicilio	Hand Avenue	Major Collector	2	Undivided
Division	Nova Road	Beach Street	Major Collector	2	Undivided
Hull Road	US 1	Pineland Trail	Major Collector	2	Undivided
Hand Avenue	Nova Road	S. Tymber Creek Ext.	Minor Collector	4	Divided
New Collector	Airport Road	Pineland Trail	Major Collector	2	Undivided
Shadow Crossings Coll.	SR 40	Airport Road	Minor Collector	2	Divided
South St. Andrews Drive	Rio Pinar Drive	North St. Andrews Drive	Minor Collector	2	Undivided
Rio Pinar Drive	South St. Andrews Drive	North St. Andrews Drive	Minor Collector	2	Undivided
North St. Andrews Drive	Rio Pinar Drive	S. St. Andrews Dr.	Minor Collector	2	Undivided
Tomoka Oaks Boulevard	South St. Andrews Dr.	Nova Road	Minor Collector	2	Divided
Lincoln Avenue	Orchard Street	US 1	Minor Collector	2	Undivided
Thompson Creek Road	Lincoln Avenue	Division Avenue	Minor Collector	2	Undivided
Fleming Avenue	Nova Road	West of F.E.C.R.R.	Minor Collector	2	Undivided
Fleming Avenue	East of F.E.C.R.R.	Beach Street	Minor Collector	2	Undivided
Ann Rustin	Halifax	SR A-1-A	Minor Collector	2	Undivided
Standish	John Anderson	SR A-1-A	Minor Collector	2	Undivided
Rio Pinar Trail	South St. Andrews Dr.	The Main Trail	Subdivision Feeder	2	Undivided
Iroquois Trail	South St. Andrews Dr.	The Main Trail	Subdivision Feeder	2	Undivided
Hand Avenue	Ridgewood	Nova Road	Major Collector	2	Undivided
Crossings Boulevard	US 1 (east of I-95)	East-west Road	Principal Arterial	4	Divided
Crossings Boulevard	East-west Road	Tymber Creek	Major Collector	2	Divided
Plantation Oaks Boulevard	Old Dixie Highway	US 1	Major Collector	2	Undivided

TRANSPORTATION ELEMENT



TABLE 1 - FUTURE ROADWAY FUNCTIONAL CLASSIFICATION – PAGE 1 OF 3

<u>Roadway Name</u>	<u>Segment</u>		<u>Roadway Maintaining Agency</u>	<u>Functional Classification</u>	<u>Number of Lanes</u>	<u>Type of Facility</u>
	<u>From</u>	<u>To</u>				
<u>I-95</u>	<u>North City Limits</u>	<u>South City Limits</u>	<u>FDOT</u>	<u>Principal Arterial</u>	<u>6</u>	<u>Divided- Limited Access</u>
<u>US 1</u>	<u>North City Limits</u>	<u>South City Limits</u>	<u>FDOT</u>	<u>Principal Arterial</u>	<u>6</u>	<u>Divided</u>
<u>SR 5A (Nova Road)</u>	<u>US 1</u>	<u>Wilmette</u>	<u>FDOT</u>	<u>Principal Arterial</u>	<u>4</u>	<u>Divided</u>
<u>SR 5A (Nova Road)</u>	<u>Wilmette</u>	<u>South City Limits</u>	<u>FDOT</u>	<u>Principal Arterial</u>	<u>6</u>	<u>Divided</u>
<u>SR 40 (Granada Boulevard)</u>	<u>Williamson Boulevard</u>	<u>West City Limits</u>	<u>FDOT</u>	<u>Principal Arterial</u>	<u>6</u>	<u>Divided</u>
<u>SR 40 (Granada Boulevard)</u>	<u>US 1</u>	<u>Williamson Boulevard</u>	<u>FDOT</u>	<u>Principal Arterial</u>	<u>4</u>	<u>Divided</u>
<u>SR 40 (Granada Boulevard)</u>	<u>A-1-A</u>	<u>John Anderson</u>	<u>FDOT</u>	<u>Minor Arterial</u>	<u>4</u>	<u>Undivided</u>
<u>SR 40 (Granada Boulevard)</u>	<u>John Anderson Drive</u>	<u>Beach Street</u>	<u>FDOT</u>	<u>Minor Arterial</u>	<u>4</u>	<u>Divided</u>
<u>SR 40 (Granada Boulevard)</u>	<u>Beach Street</u>	<u>US 1</u>	<u>FDOT</u>	<u>Minor Arterial</u>	<u>5</u>	<u>Undivided</u>
<u>SR A-1-A (South Atlantic Avenue)</u>	<u>SR 40</u>	<u>South City Limits</u>	<u>FDOT</u>	<u>Principal Arterial</u>	<u>4</u>	<u>Divided</u>
<u>SR A-1-A (Ocean Shore Boulevard)</u>	<u>SR 40</u>	<u>North City Limits</u>	<u>FDOT</u>	<u>Minor Arterial</u>	<u>2</u>	<u>Undivided</u>
<u>Airport Road</u>	<u>US 1</u>	<u>Tymber Creek Road</u>	<u>County</u>	<u>Minor Arterial</u>	<u>2</u>	<u>Undivided</u>
<u>Beach Street</u>	<u>SR 40</u>	<u>South City Limits</u>	<u>County</u>	<u>Minor Arterial</u>	<u>2</u>	<u>Undivided</u>
<u>Beach Street</u>	<u>SR 40</u>	<u>North City Limits</u>	<u>County</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Clyde Morris Boulevard</u>	<u>SR 40</u>	<u>South City Limits</u>	<u>County</u>	<u>Minor Arterial</u>	<u>4</u>	<u>Divided</u>
<u>Hand Avenue</u>	<u>Nova Road</u>	<u>S. Tymber Creek Ext.</u>	<u>County</u>	<u>Minor Collector</u>	<u>4</u>	<u>Divided</u>
<u>Tymber Creek Road (CR 2013)</u>	<u>Airport Road</u>	<u>US 1</u>	<u>County</u>	<u>Minor Arterial</u>	<u>4</u>	<u>Divided</u>
<u>Williamson Boulevard</u>	<u>SR 40</u>	<u>South City Limits</u>	<u>County</u>	<u>Minor Arterial</u>	<u>4</u>	<u>Divided</u>
<u>Airport Road</u>	<u>Tymber Creek Road</u>	<u>SR 40</u>	<u>City</u>	<u>Minor Arterial</u>	<u>2</u>	<u>Undivided</u>
<u>Amsden Road</u>	<u>John Anderson Drive</u>	<u>SR A-1-A</u>	<u>City</u>	<u>Minor Arterial</u>	<u>4</u>	<u>Divided</u>
<u>Ann Rustin Drive</u>	<u>Halifax</u>	<u>SR A-1-A</u>	<u>City</u>	<u>Minor Arterial</u>	<u>2</u>	<u>Undivided</u>
<u>Center Street</u>	<u>Wilmette Avenue</u>	<u>South City Limits</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Crossings Boulevard</u>	<u>US 1 (east of I-95)</u>	<u>East-west Road</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Crossings Boulevard</u>	<u>East-west Road</u>	<u>Tymber Creek Road</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Division Avenue</u>	<u>Nova Road</u>	<u>Beach Street</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>

TRANSPORTATION ELEMENT



TABLE 1 - FUTURE ROADWAY FUNCTIONAL CLASSIFICATION – PAGE 2 OF 3

<u>Roadway Name</u>	<u>Segment</u>		<u>Roadway Maintaining Agency</u>	<u>Functional Classification</u>	<u>Number of Lanes</u>	<u>Type of Facility</u>
	<u>From</u>	<u>To</u>				
<u>Fleming Avenue</u>	<u>Nova Road</u>	<u>West of F.E.C.R.R.</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Fleming Avenue</u>	<u>East of F.E.C.R.R.</u>	<u>Beach Street</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Fluhart Drive</u>	<u>Riverside Drive</u>	<u>Halifax Drive</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Halifax Drive</u>	<u>John Anderson Drive</u>	<u>Fluhart Drive</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Hammock Lane</u>	<u>Kings Road</u>	<u>Orchard</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Hand Avenue</u>	<u>Ridgewood Avenue</u>	<u>Nova Road</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Harvard Drive</u>	<u>Riverside Drive</u>	<u>SR A-1-A</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Hull Road</u>	<u>US 1</u>	<u>Pineland Trail</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Iroquois Trail</u>	<u>South St. Andrews Dr.</u>	<u>The Main Trail</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Kings Road</u>	<u>Nova Road</u>	<u>Division Avenue</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Lincoln Avenue</u>	<u>Orchard Street</u>	<u>US 1</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Neptune Avenue</u>	<u>John Anderson Drive</u>	<u>SR A-1-A</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Divided</u>
<u>New Collector</u>	<u>Airport Road</u>	<u>Pineland Trail</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>North St. Andrews Drive</u>	<u>Rio Pinar Drive</u>	<u>S. St. Andrews Dr.</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Orchard Street</u>	<u>N. of Sterthaus Drive</u>	<u>Hand Avenue</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Ormond Crossing Boulevard</u>	<u>US 1</u>	<u>Tymber Creek Road</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Ormond Parkway</u>	<u>SR A-1-A</u>	<u>Halifax Drive</u>	<u>City</u>	<u>Minor Arterial</u>	<u>2</u>	<u>Undivided</u>
<u>Pineland Trail</u>	<u>Airport Road</u>	<u>US 1</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Plantation Oaks Boulevard</u>	<u>Old Dixie Highway</u>	<u>US 1</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Ridgewood Avenue</u>	<u>Domicilio Avenue</u>	<u>Hand Avenue</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Rio Pinar Drive</u>	<u>South St. Andrews Drive</u>	<u>North St Andrews Drive</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Rio Pinar Trail</u>	<u>South St. Andrews</u>	<u>The Main Trail</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Divided</u>
<u>Riverbeach Drive</u>	<u>Riverside Drive</u>	<u>SR A-1-A</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Riverside Drive</u>	<u>Fluhart Drive</u>	<u>South City Limits</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Runway Drive Extension</u>	<u>W. Tower Circle</u>	<u>Pineland Trail</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>

TRANSPORTATION ELEMENT



TABLE 1 - FUTURE ROADWAY FUNCTIONAL CLASSIFICATION – PAGE 3 OF 3

<u>Roadway Name</u>	<u>Segment</u>		<u>Roadway Maintaining Agency</u>	<u>Functional Classification</u>	<u>Number of Lanes</u>	<u>Type of Facility</u>
	<u>From</u>	<u>To</u>				
<u>Sanchez Avenue</u>	<u>Yonge Street</u>	<u>Beach Street</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Divided</u>
<u>Shadow Crossings Boulevard</u>	<u>SR 40</u>	<u>Airport Road</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>South St. Andrews Drive</u>	<u>Rio Pinar Drive</u>	<u>North St. Andrews Drive</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Standish Drive</u>	<u>John Anderson Drive</u>	<u>SR A-1-A</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Sterthaus Drive</u>	<u>Orchard Street</u>	<u>Nova Road</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Sunshine Boulevard</u>	<u>Airport Road</u>	<u>Tower Circle</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>The Main Trail</u>	<u>Nova Road</u>	<u>SR 40</u>	<u>City</u>	<u>Minor Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Thompson Creek Road</u>	<u>Lincoln Avenue</u>	<u>Division Avenue</u>	<u>City</u>	<u>Subdivision Feeder</u>	<u>2</u>	<u>Undivided</u>
<u>Tomoka Avenue</u>	<u>SR 40</u>	<u>Beach Street</u>	<u>City</u>	<u>Subdivision Feeder</u>	<u>2</u>	<u>Undivided</u>
<u>Tomoka Oaks Boulevard</u>	<u>South St. Andrews Dr.</u>	<u>Nova Road</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>
<u>Tymber Creek Road</u>	<u>Airport Road</u>	<u>South City Limits</u>	<u>City</u>	<u>Principal Arterial</u>	<u>4</u>	<u>Divided</u>
<u>Wilmette Avenue</u>	<u>Nova Road</u>	<u>Beach Street</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Divided</u>
<u>Yonge Street</u>	<u>US 1</u>	<u>Sanchez Avenue</u>	<u>City</u>	<u>Major Collector</u>	<u>2</u>	<u>Undivided</u>

TRANSPORTATION ELEMENT



TABLE 2 - ROADWAY DESIGN STANDARDS

Type of Street	Minimum Right-of-Way Width	Lane Width	No. of Lanes	Drainage Structure	ADT Served	Sidewalk/ Bikeway*	Intersects with	Land Access
Principal Arterial	120'-300'	12'	4-6	Curb & Gutter (urban) Swale (rural)	15,000 +	Yes	Minor Arterials, Major Collectors, Minor Collectors	Limited to Major Trip Generators
Minor Arterial	120'	12'	2-5	Curb & Gutter (urban) Swale (rural)	10,000 - 30,000	Yes	Principal Arterials, Major Collectors, Minor Collectors	Limited to Major Trip Generators
Major Collector	80'	12'	2-4	Curb & Gutter	3,000 - 12,000	Yes	Principal Arterials, Minor Arterials, Minor Collectors	Limited Direct Access
Minor Collector	60'-80'	12'	2-4	Miami Curb	1,500 - 3,000	Yes	Subdivision Feeders, Major Collectors, Arterials	Limited Direct Access
Subdivision Feeder	60'	11'	2	Miami Curb	500 - 1,500	Yes	Local Access, Minor Collectors, Cul-de-Sacs	Direct Access
Local Access	50'	10'	2'	Miami Curb	500	Yes	Subdivision Feeders, Minor Collectors, Cul-de-Sacs	Direct Access
Cul-de-Sacs	50'	10'	2	Miami Curb	Less than 200	No	Local Access, Subdivision Feeder	Direct Access

- Sidewalks shall have a minimum width of five feet. Bikeways shall consist of either bicycle lanes or bicycle paths. Bicycle lanes at the edge of streets shall have a minimum paved width of four feet in each direction. Bicycle paths separated from the street shall have a minimum paved width of five feet for one-way traffic and ten feet for two-way traffic.

Source: Harland Bartholemew & Associates, Inc.



FIGURE 1
City of Ormond Beach
Future Traffic
Circulation Map

LEGEND

CLASSIFICATION

- PRINCIPAL ARTERIAL (ROW 120' - 130')
- MINOR ARTERIAL (ROW 120')
- MINOR ARTERIAL - CORRIDOR (UNIMPROVED)
- MAJOR COLLECTOR (ROW 80')
- MINOR COLLECTOR (ROW 60' - 80')
- MINOR COLLECTOR - CORRIDOR (UNIMPROVED)
- SUBDIVISION FEEDER (ROW 60')
- ORMOND BEACH

Note: Map updated
from 2025
Comprehensive Plan

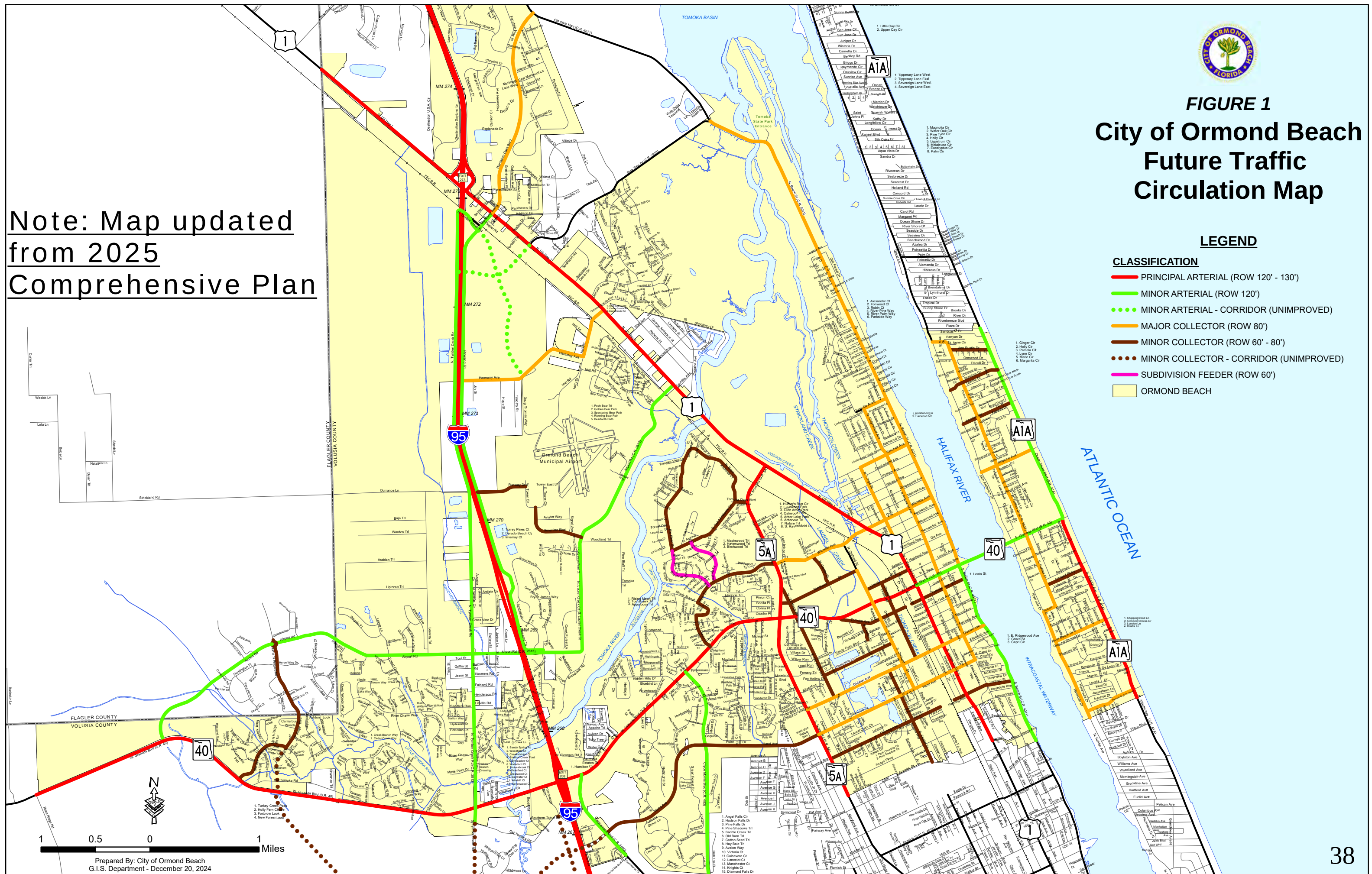




FIGURE 2

City of Ormond Beach Adopted Level Of Service Standards Map

Legend

Allowable LOSS

C

D

E

Jurisdiction of LOSS

State

County

City

Ormond Beach

City Limits

**Note: Map updated
from 2025
Comprehensive Plan**

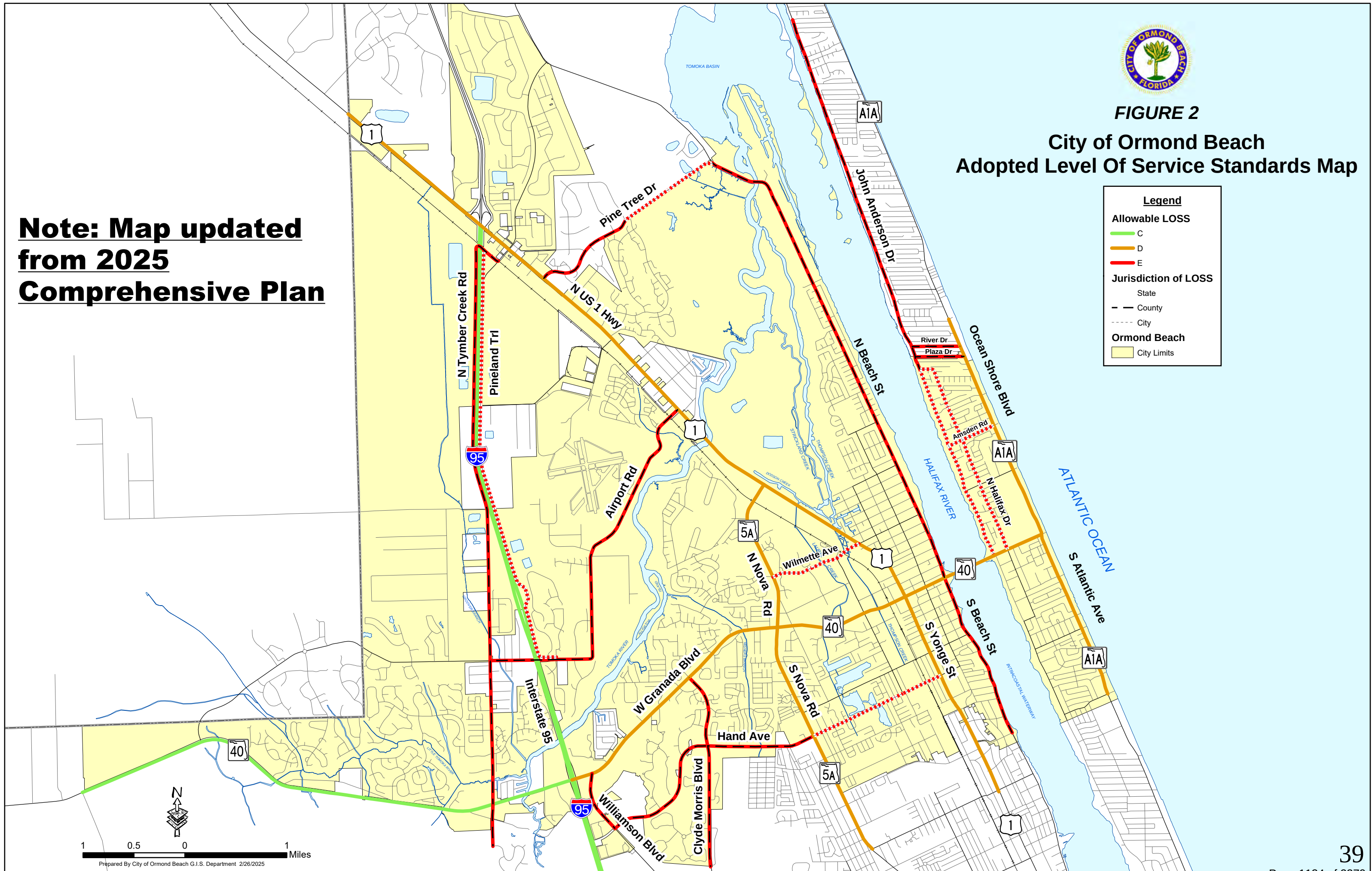


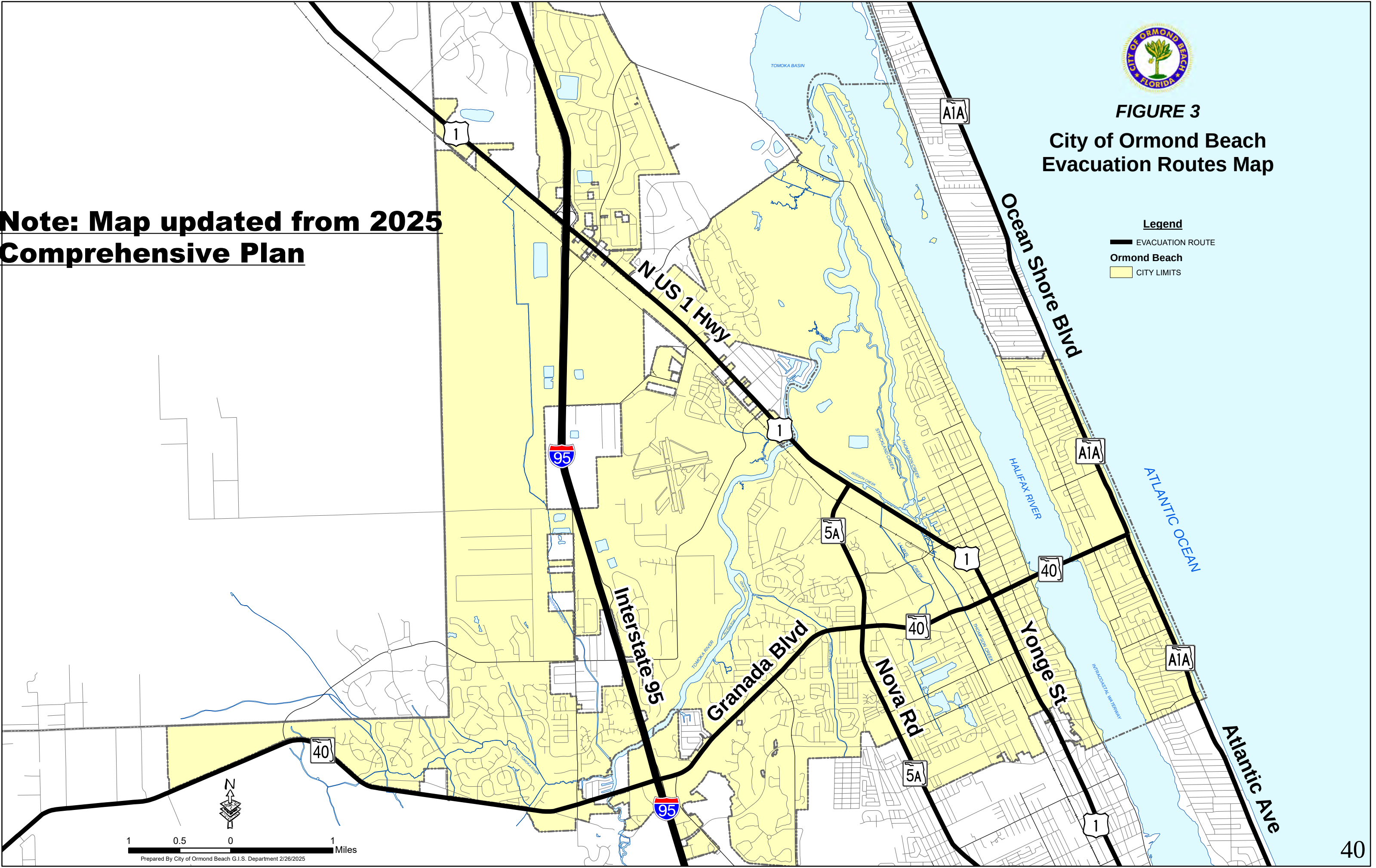


FIGURE 3
City of Ormond Beach
Evacuation Routes Map

Legend

- EVACUATION ROUTE
- Ormond Beach
- CITY LIMITS

Note: Map updated from 2025
Comprehensive Plan



Prepared By City of Ormond Beach G.I.S. Department 2/26/2025

NEW PAGE ADDED



UTILITIES ELEMENT



UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



UTILITIES ELEMENT GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1.A. SANITARY SEWER	3
GOAL 1.B. POTABLE WATER	3
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS FUNDING	3
OBJECTIVE 1.2. EFFLUENT REUSE.....	4
OBJECTIVE 1.3. INTERIM “PACKAGE-TYPE” WASTEWATER TREATMENT FACILITIES 5	
OBJECTIVE 1.4. INDIVIDUAL WASTE TREATMENT/ DISPOSAL SYSTEMS	6
OBJECTIVE 1.5. GROWTH MANAGEMENT	8
OBJECTIVE 1.6. LEVEL-OF-SERVICE STANDARDS (LOSS) AND CONCURRENCY.	9
OBJECTIVE 1.7. CAPITAL FACILITIES CONSTRUCTION	10
GOAL 2. DRAINAGE AND STORMWATER MANAGEMENT	12
OBJECTIVE 2.1. STORMWATER MANAGEMENT UTILITY.....	12
OBJECTIVE 2.2. DEVELOPMENT REVIEW	13
OBJECTIVE 2.3. ADMINISTRATION.....	18
GOAL 3. SOLID WASTE.....	19
OBJECTIVE 3.1. CITY LANDFILL	19
OBJECTIVE 3.2. SOLID WASTE COLLECTION.....	20
OBJECTIVE 3.3. RESOURCE RECOVERY AND VOLUME REDUCTION	20
OBJECTIVE 3.4. ADMINISTRATION AND DEVELOPMENT REVIEW	22
GOAL 4. HAZARDOUS MATERIALS AND WASTE.....	23
OBJECTIVE 4.1. HAZARDOUS WASTE PROGRAM DEVELOPMENT	23
OBJECTIVE 4.2. DEVELOPMENT REGULATIONS.....	24
GOAL 5. POTABLE WATER SUPPLY	25
OBJECTIVE 5.1. DEVELOPMENT REVIEW	25
OBJECTIVE 5.2. INTERGOVERNMENTAL COORDINATION	28
OBJECTIVE 5.3. WATER CONSERVATION	28

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 5.4. NATURAL GROUNDWATER AQUIFER PROTECTION.....	30
OBJECTIVE 5.5. PUBLIC WATER SUPPLY WELLFIELD PROTECTION.....	30
APPENDIX A - WATER SUPPLY WORK PLAN.....	32

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

GOAL 1.A. SANITARY SEWER

THE CITY SHALL PROVIDE FOR MUNICIPAL SANITARY SEWER FACILITIES WITH SUFFICIENT CAPACITY TO COLLECT, TRANSMIT AND TREAT SANITARY SEWER FLOWS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL-OF-SERVICE STANDARDS ESTABLISHED FOR THE SANITARY SEWER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR MUNICIPAL SANITARY SEWER TREATMENT INCLUDING THE ESTABLISHED WATER QUALITY-BASED EFFLUENT LIMITATIONS ESTABLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEMS AND PACKAGE TREATMENTS SYSTEMS.

GOAL 1.B. POTABLE WATER

THE CITY SHALL PROVIDE FOR MUNICIPAL POTABLE WATER SUPPLY FACILITIES WITH SUFFICIENT CAPACITY FOR RAW WATER SUPPLY, TREATMENT, AND TRANSMISSION OF POTABLE WATER TO MEET CONSUMPTION DEMANDS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL-OF-SERVICE STANDARDS ESTABLISHED FOR THE POTABLE WATER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR MUNICIPAL POTABLE WATER QUALITY, THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL WELL AND POTABLE WATER PACKAGE TREATMENT SYSTEMS.

OBJECTIVE 1.1. CAPITAL IMPROVEMENTS FUNDING

The potable water, wastewater treatment and reuse irrigation systems shall continue to be operated efficiently and effectively and on an enterprise basis with established user fees to meet the operational costs and connection ~~impact~~ fees to construct new or expand existing facilities.

~~POLICY 1.1.1.~~

~~Areas that are not presently served with potable water and sanitary sewer trunk lines shall be assessed a differential impact fee.~~

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 1.1.2.~~ POLICY 1.1.1.

~~The City Owners, operators and managers~~ should undertake efforts to obtain optimum operating levels and facility longevity so as to maximize the use, effectiveness and efficiency of existing facilities.

OBJECTIVE 1.2. EFFLUENT REUSE

The City shall continue to operate a wastewater treatment plant effluent reuse distribution system that provides an orderly and cost-effective method of distributing reuse irrigation water to the several major reuse target areas and for residential irrigation.

POLICY 1.2.1.

The effluent at point of discharge shall meet or exceed the standards established by the Department of Environment Protection (FDEP).

POLICY 1.2.2.

Monitoring equipment and appropriately trained personnel shall be provided at the wastewater plant to ensure the continuous quality of the effluent. The City's Utility Division shall ~~each year, as the effluent reuse system expands,~~ publicly continually educate its customers on the benefits of participating in the re-use system.

POLICY 1.2.3.

New residential developments, in the vicinity of reclaimed water transmission mains, shall install 'dry-lines' for reclaimed water service. ~~Subdivisions with greater than 100 homes shall provide on-site storage and pumping for peak flow attenuation. Developers have the option of contributing to a reclaimed water construction fund if the development is not in an area scheduled to receive reclaimed water service.~~

POLICY 1.2.4.

The City shall implement water conservation and reuse practices as well as demand reduction strategies that are conditions of the City's current Consumptive Use Permit.

POLICY 1.2.5.

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~ Work Plan.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.2.6.

The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100 percent reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

OBJECTIVE 1.3. INTERIM “PACKAGE-TYPE” WASTEWATER TREATMENT FACILITIES

The use of interim or package-type wastewater treatment facilities shall be regulated by the Land Development Code and restricted as necessary to protect the public health and welfare and to protect the natural resources of the City.

POLICY 1.3.1.

Interim or small “package-type” wastewater treatment plants with a capacity of less than 500,000 gallons per day shall not be allowed in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water resources (e.g., groundwater aquifers and surface water systems), unless each plant’s owner provides sufficient financial resources to the City to assume responsibility for operating and maintaining the collection, treatment and effluent disposal components in compliance with regulatory requirements and standards.

POLICY 1.3.2.

Interim or “package-type” wastewater treatment facilities shall be phased out upon notice that access to the system is available. The cost of such connection to the public system shall be the sole responsibility of the owner of the private system.

POLICY 1.3.3.

An interim package treatment plant may be permitted when all conditions for establishment of such a plant, as provided for in the Land Development Code (LDC) and City Code of Ordinances, exist.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.4. INDIVIDUAL WASTE TREATMENT/ DISPOSAL SYSTEMS

Individual waste treatment/disposal systems, including septic tanks, will be located, constructed and operated so that, either on an individual or cumulative basis, such facilities will not adversely impact public health or water quality.

POLICY 1.4.1.

On-site wastewater treatment in areas served by centralized wastewater treatment shall be prohibited. However, a private on-site waste water system may be permitted subject to state laws governing siting and installation provided soil conditions are conducive and the lack of a publicly owned treatment system for service exists.

POLICY 1.4.2.

Property owners shall be principally responsible for paying the capital costs related to connecting to the City's central sewer system when individual lot septic tank failures are sufficient in numbers to cause health and water quality concerns.

POLICY 1.4.3.

The City shall ~~maintain~~ establish criteria in the Land Development Code LDC that governs the appropriateness of phasing out septic tank systems in favor of connecting to publicly owned treatment systems.

POLICY 1.4.4.

Minimum lot sizes and associated conditions shall be utilized when prohibiting the use of on-site wastewater systems or permitting such systems when publicly owned centralized treatment systems are not available.

POLICY 1.4.5.

Minimum setbacks shall be established and utilized for the location of on-site wastewater systems from the 100-year floodplains, upland/wetlands systems, and the mean high water mark of natural occurring waterbodies ~~of courses~~.

POLICY 1.4.6.

The City shall maintain Land Development Code regulations ~~continually enforce policies~~ that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the city central sewer system when the gravity sewer system is within 100 feet of the lot line and the home can connect by gravity to the system. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.4.6.

The City shall maintain Land Development Code regulations ~~continually enforce policies~~ that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the city central sewer system when the gravity sewer system is within 100 feet of the lot line and the home can connect by gravity to the system. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.

POLICY 1.4.7.

Within the City of Ormond Beach's utility service area for any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, the City outlines the feasibility of providing sanitary sewer services within the City's Utility Master Plan. There is one subdivision within the City's limits that is not connected to the central sewer and has a density of less than 1 unit per acre. Based on the latest Master Plan cost estimate, this subdivision is deemed not feasible to connect to the central sewer due to cost considerations. The City will re-evaluate this with future Utility Master Plan updates. An onsite sewage treatment and disposal system is presumed to exist on a developed parcel if sanitary sewer services are not available at or adjacent to the parcel boundary.

POLICY 1.4.8.

Sanitary sewer flows from current developments within the City of Ormond Beach's service area are received at the Water Reclamation Facility (WRF) on Orchard Street. The City of Ormond Beach is currently in the planning process of establishing a new wastewater treatment facility in the western region of the utility's service area. Projected flows from potential developments will be served by both facilities once the new facility has been completed.

The Annual Average Daily Flow (AADF) capacity of the facilities in the City of Ormond Beach's service area and the projected wastewater flow at these facilities for the next 20 years are depicted in Table 1. All values in Table 1 are in millions of gallons per day (MGD). Expected future new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer are currently on a 20-year planning horizon as demonstrated in the Utility Master Plan collection and distribution Systems, as may be amended periodically.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



Table 1

Project AADF Wastewater Flow Projection

<u>Year</u>	<u>Total AADF to Orchard WRF*</u>	<u>Total AADF to Western Utility WRF**</u>	<u>Total AADF Wastewater Flow</u>
<u>2025</u>	<u>5.69</u>		<u>5.6</u>
<u>2030</u>	<u>7.5</u>		<u>7.5</u>
<u>2035</u>	<u>6.6</u>	<u>3.0</u>	<u>9.6</u>
<u>2045</u>	<u>7.5</u>	<u>4.0</u>	<u>11.5</u>

*The current permitted capacity of the Orchard St WRF is 8.0 MGD.

OBJECTIVE 1.5. GROWTH MANAGEMENT

All new development shall occur in an orderly and economical manner, to the maximum extent possible, ~~and to the maximum existing public infrastructure possible, with those areas having the greatest combined complement of urban public facilities and services being targeted first.~~ New land areas should be staged for urbanization in a contiguous manner that minimizes additional public investments.

POLICY 1.5.1.

Access to municipal wastewater interceptor or major transmission lines outside of designated urban service areas shall not be permitted except in cases of overriding public benefit and when the area is included or added to a designated urban service area. Consideration shall be given to the following minimum criteria/procedures in the implementation of this Policy.

- a. Encouragement of future growth and development to occur within areas of existing or planned wastewater service.
- b. Wastewater transmission or interceptor lines shall not be extended to accommodate premature forms of development.

POLICY 1.5.2.

The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.5.3.

The location and timing of providing public facilities and services shall be used as methods of implementing the Comprehensive Plan and associated sound and reasonable growth management policies and plans, and for the establishment of a direct, objective relationship between the entire array of public facilities and services and land use intensities.

POLICY 1.5.4.

The Departments of Public Works, and Planning and Zoning, and the Divisions of Public Utilities, and Engineering, shall maintain facility demand and capacity information as development orders or permits are issued and shall prepare annual summaries of capacity and demand information for each facility and service area. This shall be accomplished through the concurrency management system, as provided in the Land Development Code.

OBJECTIVE 1.6. LEVEL-OF-SERVICE STANDARDS (LOSS) AND CONCURRENCY

Potable Water and Sanitary Sewer facilities shall be maintained and expanded as needed to meet or exceed adopted Level-of-Service Standards LOSS. Minimum Level-of-Service Standards LOSS standards shall be met when planning capital improvements and reviewing applications for development approval.

POLICY 1.6.1.

The City shall apply level-of-service standards that shall be used as the basis for determining the availability of facility capacity and the demand generated by development in accordance with the Capital Improvements Element.

POLICY 1.6.2.

New development shall be approved by the City only in areas where public or private facilities are available, under construction, or where funds have been committed or scheduled for construction concurrent with the impacts of the new development.

POLICY 1.6.3.

Existing development with private water supplies not having adequate flow, pressure or poor water quality for firefighting shall be required to connect to the City water system upon notice of availability. Connection ~~Impact~~ fees and meter installation charges will be borne by the property owner.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.6.4.

Property owners shall be responsible for full capital costs incurred by the City providing water mains and fire hydrants to areas where developments, due to poor water quality or well failure, have inadequate flow or pressure.

POLICY 1.6.5.

The City shall issue Concurrency Certificates concurrent with issuance of a Development Order signifying that facilities and services are available under the City's District issued Consumptive Use Permit C.U.P. for which if no building permit is applied for and received within a specified time period as provided for in the Land Development Code LDC that such reservation of capacity shall expire.

POLICY 1.6.6.

The withdrawals of water for potable purposes from surface or groundwater supply sources in quantities which would result in the depletion, degradation, contamination or destruction of water resources or natural systems shall be prohibited.

POLICY 1.6.7.

The quality and quantity of potable water used to protect public health and safety require maintenance of adequate water pressures to meet fire flow requirements; monitoring of water quality conditions in the supply system distribution lines to ensure compliance with primary drinking water standards and effluent reuse systems designed to meet the fire flow requirements.

POLICY 1.6.8.

A peak day, domestic demand factor shall be established to determine the required capacity for public potable water systems and sanitary sewer systems. The Utilities Master Plan shall be utilized to review and update these factors, as necessary.

POLICY 1.6.9.

The City shall update ~~its water and sewer~~ the Utilities Master Plan as needed ~~'Master Plan'~~ ~~every five years~~ to determine capital needs to maintain the established level of service.

OBJECTIVE 1.7. CAPITAL FACILITIES CONSTRUCTION

The City shall ensure that potable water and sanitary sewer facilities are available to meet Level-of-Service Standards.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.7.1.

The Capital Improvements Planning process and Capital Improvements Element shall be utilized to plan, design, and construct cost feasible capital projects in order to maintain Level-of-Service Standards ~~LOSS~~.

POLICY 1.7.2.

Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 1.7.3.

Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City Department responsible for the project.

POLICY 1.7.4.

No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.

POLICY 1.7.5.

The City will maintain a five-year schedule of capital improvement needs for public facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan. All Capital Improvement projects in the annual budget shall be consistent with the Comprehensive Plan.

POLICY 1.7.6.

All wellfields shall be developed and protected in accordance with the provisions for Public Water Supply Wellfield Protection in the Land Development Code.

POLICY 1.7.7.

The City shall continue to implement and develop wellfield expansion programs in accordance with guidelines established in the Utility Master Plan.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



UTILITIES ELEMENT DRAINAGE AND STORMWATER MANAGEMENT SUBELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 2. DRAINAGE AND STORMWATER MANAGEMENT

THE CITY SHALL CONTINUE TO IMPLEMENT A DRAINAGE AND STORMWATER MANAGEMENT POLICY THAT: INCORPORATES THE NEED FOR AN EFFECTIVE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM; INVENTORIES EXISTING DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS WITHIN THE CITY; DESCRIBES EXISTING DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS AND THEIR FUNCTIONS; REQUIRES AS MUCH NATURAL STORMWATER MANAGEMENT AS IS FEASIBLE; AND SETS PERFORMANCE STANDARDS TO MAINTAIN A DESIRED LEVEL OF WATER RECHARGE AND SURFACE WATER QUALITY AND WORKS WITH OTHER ENTITIES, BOTH PUBLIC AND PRIVATE, TO ENSURE THE EXECUTION OF THIS GOAL AND ITS ASSOCIATED OBJECTIVES AND POLICIES.

OBJECTIVE 2.1. STORMWATER MANAGEMENT UTILITY

The City shall implement the adopted Stormwater Master Management Plan in order to prioritize improvements and expansions to the Stormwater Management System.

POLICY 2.1.1.

Develop a public information program that promotes public awareness of the stormwater problems and fosters public participation in the continued implementation of the Stormwater Master Management Plan through the capital improvements planning process.

POLICY 2.1.2.

The Stormwater Master Plan shall address the impact that stormwater runoff from existing roads has upon receiving waters and address corrective actions. Corrective actions should include both structural and non-structural measures. Structural measures include retrofitting existing roadways with effective stormwater management facilities. Non-structural measures include increased street sweeping and increased storm sewer cleaning. The capital Improvements Plan shall be utilized as the principal mechanism in scheduling improvements identified in the Stormwater Master Plan while the Stormwater Utility Fee shall be the chief funding source for stormwater implementation.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 2.1.3.

The City's stormwater management system shall be designed and developed to connect and integrate wetlands as a primary means to clean and recharge the aquifer.

OBJECTIVE 2.2. DEVELOPMENT REVIEW

Development activities shall be conducted to ensure the public safety and, at the same time, protects and enhances surface water quality of the surface waters, the functioning values of wetlands, and other natural design features, and aquifers recharge.

POLICY 2.2.1.

New stormwater management systems shall be built consistent with best available technologies in the field of stormwater design and treatment. The City shall continue to perform under construction field inspections of non-residential and residential development to ensure the stormwater system designs are built and function according to approved stormwater management plans.

~~POLICY 2.2.3.~~ POLICY 2.2.2.

The utilization of either Best Management Practices (BMPs) or Integrated Management Practices shall be required during road construction, urban development, agricultural, and silviculture activities, to protect natural water bodies and wetlands from pollutants and siltation.

~~POLICY 2.2.4.~~ POLICY 2.2.3.

Stormwater management systems that utilize isolated wetlands, shall provide diversion of the initial runoff from a storm event or "first flush" of stormwater to separate facilities.

~~POLICY 2.2.5.~~ POLICY 2.2.4.

Sufficient water shall be retained on-site to support natural groundwater and surface water levels throughout the year, to allow aquifer recharge and avoid over draining natural watersheds.

~~POLICY 2.2.6.~~ POLICY 2.2.5.

Drainage and stormwater management systems shall use natural systems to the greatest extent possible, and land development modifications shall resemble natural features to the greatest extent practicable.

~~POLICY 2.2.7.~~ POLICY 2.2.6.

The following criteria shall apply when considering applications for development activities that utilize wetlands as part of the stormwater management system:

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

- a. Stormwater outfalls from a development may be directed to the wetland only when free of debris and free of chemical pollutants and silt that will adversely impact wetlands, and only at rates that do not disturb vegetation or increase turbidity. Sheet flow and other overland drainage of runoff shall be controlled.
- b. The proposed action shall not cause stormwater runoff on the wetland to take place at a rate that would exceed the natural rate.
- c. The allowed total increased runoff, in combination with the total fill allowed, shall not cause total natural flood-storage capacity of the wetland to fall below, or fall below further, the projected volume of runoff on the whole developed wetland watershed generated by a 100-year frequency, 24-hour duration rainfall event.

~~POLICY 2.2.8.~~ POLICY 2.2.7.

Owner/operators of stormwater management systems shall be effectively required to maintain their systems according to the requirements of their Development Orders and state agency permits ~~Building Permits~~.

~~POLICY 2.2.9.~~ POLICY 2.2.8.

Open spaces shall be designed for multiple purposes and arranged to connect isolated wetlands so as to provide wildlife corridors and stormwater management conveyance.

~~POLICY 2.2.10.~~ POLICY 2.2.9.

Developers shall produce for examination, by the City, justified computer models and other data that objectively provide information relevant to their proposed projects.

~~POLICY 2.2.11.~~ POLICY 2.2.10.

Existing natural drainage systems shall be incorporated into the development's stormwater management system consistent with the performance standards for protection of wetlands.

~~POLICY 2.2.12.~~ POLICY 2.2.11.

Stormwater management systems shall be designed to ensure that post-development runoff does not exceed pre-development levels, in terms of the volume, rate, timing and pollutant load of runoff.

~~POLICY 2.2.13.~~ POLICY 2.2.12.

Development shall preserve or restore the natural shorelines and stabilizing shoreline vegetation of waterbodies. Buffers shall also be required along with the establishment of berm and swale systems near the shoreline to slow and filter runoff from development.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



~~POLICY 2.2.14.~~ POLICY 2.2.13.

Alteration of natural stream channels shall be prohibited.

~~POLICY 2.2.15.~~ POLICY 2.2.14.

Stormwater runoff shall be detained for a sufficient amount of time, as needed, to provide for the settling and filtration of pollutants to the maximum extent possible before discharging into a surface waterbody or recharging into the groundwater as required by State regulations.

~~POLICY 2.2.16.~~ POLICY 2.2.15.

All drainage ditch or mosquito control ditch depths shall be tied to groundwater levels so as not to adversely impact wetland functions. Ditches in excess of three (3) feet in depth will be permitted on a case-by-case basis if sufficient information is provided to demonstrate a reasonable assurance that no adverse impact will result.

~~POLICY 2.2.17.~~ POLICY 2.2.16.

Discharge from drainage or mosquito control ditches directly to surface waterbodies or open water streams shall be discouraged and minimized. Discharge into existing compatible wetlands or constructed retention basins that have been seeded and/or vegetated with wetland plant species shall be encouraged.

~~POLICY 2.2.18.~~ POLICY 2.2.17.

Drainage or mosquito control ditches shall be constructed as ditches to meet requirements, with gently sloping sides not to exceed a 4:1 slope. The City will encourage the minimization of ditch construction, use of alternate methods of insect control, or restoration of areas currently drained by historical ditches.

~~POLICY 2.2.19.~~ POLICY 2.2.18.

There shall be no direct surface water connection from dredged or excavated areas to natural surface water bodies or open water streams (except for marinas on a case-by case basis).

~~POLICY 2.2.20.~~ POLICY 2.2.19.

If an outfall from a dredged or excavated area is necessary to remove excess stormwater, then the outfall shall either be routed through a compatible wetland or a shallow retention basin constructed and seeded or vegetated with wetland plant species to act as a filter for runoff.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



~~POLICY 2.2.21.~~ POLICY 2.2.20.

Roads shall be placed to minimize the need for cut and fill, and all cut and fill banks shall be stabilized with minimum maintenance materials to prevent continuing erosion problems.

~~POLICY 2.2.22.~~ POLICY 2.2.21.

The City shall require where appropriate the planting of wetland vegetation to stabilize eroding shorelines in low-wave-energy areas which helps reduce turbidity and improve water quality.

~~POLICY 2.2.23.~~ POLICY 2.2.22.

Retention and detention facilities shall be constructed consistent with design and performance criteria which include:

- a) Restricting public access;
- b) Sloping;
- c) Stabilization of banks;
- d) Direct discharge to class II or III waters, as defined in F.A.C. Ch. 62-302, water quality standards, part III, water quality criteria-surface water or Outstanding Florida Waters (OFW) is prohibited; Oil or grease contamination; discharges to an Outstanding Florida Water (OFW);
- e) Use of wetlands for stormwater management and treatment compatible with the ecological characteristics of such wetlands that shall not degrade the wetland by disrupting the normal range of water level fluctuations necessary for sustaining the natural hydroperiod of the wetland; and
- f) Provisions, where appropriate, to utilize stormwater management systems for reclaimed water storage and/or augmentation.

~~POLICY 2.2.24.~~ POLICY 2.2.23.

Environmental assessments of stormwater facilities shall be required of development on the basis of its location, magnitude, and character in order to assess the impacts of stormwater runoff and related facilities upon water quality, fish and wildlife values, floodplains, wetlands, and other environmentally sensitive areas.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 2.2.25.~~ POLICY 2.2.24.

No development will be allowed that poses a threat of releasing harmful quantities of pollutants to surface waters during flooding.

~~POLICY 2.2.26.~~ POLICY 2.2.25.

Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies and wetlands.

~~POLICY 2.2.27.~~ POLICY 2.2.26.

The Level-of-Service Standard LOSS, in accordance with the Capital Improvements Element, shall apply in the review of development activity.

~~POLICY 2.2.28.~~ POLICY 2.2.27.

The discharge of waters from a retention basin into surface water bodies and open water streams shall be discouraged and minimized. Discharge into existing, compatible wetlands shall be encouraged whenever possible.

~~POLICY 2.2.29.~~ POLICY 2.2.28.

Prior to construction, the City must receive and approve the applicant's proposal of the entity to be responsible for operation and maintenance of the permitted stormwater management system with the designation of the proposed entity. The City shall receive and approve a document enumerating enforceable affirmative obligations of the entity such as a homeowner's association, to properly operate and maintain the stormwater management system for its expected life. The documents may consist of a showing of compliance with the City's acceptance of portions of the system for maintenance; articles of incorporation for condominium or homeowner's association; or plat or deed restrictions apportioning maintenance responsibility.

~~POLICY 2.2.30.~~ POLICY 2.2.29.

All detention system surface areas shall consist of a littoral zone that is available for biological assimilation of pollutants. The extent of littoral zone requirements will be based on the ratio of vegetated littoral zone to the surface area of the pond at the controlled elevation. The width shall ensure adequate filtration of surface water runoff, provide for control of erosion and sedimentation, and offer wildlife habitat areas.

~~POLICY 2.2.31.~~ POLICY 2.2.30.

Dry retention areas shall have at least one foot of freeboard above the 25-year designated high water table.



OBJECTIVE 2.3. ADMINISTRATION

The City shall continue to administer, in a cost-effective and environmentally safe manner, drainage and stormwater management facilities and services consistent with the Land Development Code (LDC) as supported by the stormwater utility fee, user fees and impact connection fees. Existing deficiencies shall be corrected and the extension or increase in the capacity of the City drainage and stormwater management system shall be coordinated to meet existing and future needs as determined by the Stormwater Master Plan, to maximize the use of existing facilities, and to discourage urban sprawl.

POLICY 2.3.1.

Priority for capital improvements shall be given to the correction of existing deficiencies as determined by the adopted Stormwater Master Plan.

POLICY 2.3.2.

The City shall coordinate the extension of, or increase in, the capacity of drainage and stormwater management facilities with the needs of the public by ensuring that no development is approved unless the facilities are in place or scheduled to be in place concurrent with development and consistent with the adopted level-of-service standards.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



UTILITIES ELEMENT SOLID WASTE SUBELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 3. SOLID WASTE

THE CITY SHALL CONTINUE TO PROVIDE EITHER DIRECTLY OR BY CONTRACT WITH A PRIVATE ENTITY AN ADEQUATE SOLID WASTE COLLECTION, TRANSFER, AND RESOURCE RECOVERY SYSTEM TO MEET THE NEEDS AND DEMANDS OF THE CURRENT AND FUTURE POPULATION WHILE PROTECTING AND ENHANCING THE SOCIAL, ECONOMIC, AND ENVIRONMENTAL QUALITY OF THE CITY AND CO-OPERATING WITH THE VOLUSIA COUNTY TO REDUCE RELIANCE ON AS NECESSARY TO EVENTUALLY ELIMINATE THE USE OF LANDFILLS.

OBJECTIVE 3.1. CITY LANDFILL

The City shall continue to monitor the groundwater and surface water in the vicinity of the landfill after closure to determine if the landfill has any adverse impacts on the environment.

POLICY 3.1.1.

The City will monitor its closed Class III landfill in accordance with Florida Department of Environmental Protection (FDEP) rules.

POLICY 3.1.2.

The City shall continue to implement a program of data collection, monitoring, and periodic review of groundwater and surface water quality parameters to be able to effectively assess if any environmental impacts or health hazards may be associated with leachate.

POLICY 3.1.3.

The City shall continue to manage a long-term monitoring program at the landfill that includes at a minimum, the following:

- a. All landfill groundwater monitoring wells monitored on an annual basis;
- b. Landfill monitoring wells will be tested for water quality parameters in accordance with FDEP requirements;
- c. Periodic review of data collected and overall monitoring program results; and
- d. Correction of any problem discovered by the monitoring.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 3.1.4.

The City shall utilize reclaimed landfill sites for municipal recreation purposes consistent with the Parks and Recreation Master Plan. ~~Recreational and Open Space Master Plan.~~

OBJECTIVE 3.2. SOLID WASTE COLLECTION

The City shall effectively and efficiently operate a solid waste collection system to maximize the use of existing facilities and services and shall provide service to all residential and non-residential establishments within the City limits.

POLICY 3.2.1.

The City shall continue to incrementally expand its solid waste collection system to meet the needs of new growth and to maintain existing levels-of-service.

POLICY 3.2.2.

The City shall maintain the Solid Waste Disposal and Collection as an Enterprise Fund to pay for solid waste collection and transfer expenses.

POLICY 3.2.3.

The level-of-service standard for determining the availability of County Landfill facility capacity and the demand generated by development shall be in accordance with the Capital Improvements Element.

POLICY 3.2.4.

The City shall maintain a separate trash handling system for the collection of refrigerators, freezers, appliances, (white goods), and large piles of yard trash.

OBJECTIVE 3.3. RESOURCE RECOVERY AND VOLUME REDUCTION

The City shall continue to administer resource recovery and volume reduction practices to conserve natural resources and reduce landfill space requirements and maximize the use of existing facilities and services.

POLICY 3.3.1.

The City shall participate in the design, implementation, and evaluation of local recycling and waste management programs.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 3.3.2.

Alternative disposal methods for yard trash shall be continued in cooperation with the County.

POLICY 3.3.3.

The City shall ~~reduce the volume of non-hazardous~~ maintain the rate of reduction of the municipal solid waste disposed of in the County landfill by thirty 30 percent and meet additional State reduction goals as they are enacted of the October FY 1995-96 volume. No more than one-half of this thirty percent shall be met with a reduction in yard trash, white goods, scrap metal, construction debris, and tires while the other half may be met with a reduction in paper goods, perishable foods, plastic goods, and metal and glass containers.

POLICY 3.3.4.

Through the development review process, the City shall ensure that commercial and industrial establishments participate in recycling efforts.

POLICY 3.3.5.

The City shall implement recycling programs and participate in any County resource recovery programs as necessary to achieve reductions in solid waste as mandated by State law.

~~POLICY 3.3.6.~~

~~The City shall maintain a non-residential development recycling program which targets industrial and commercial establishments.~~

~~POLICY 3.3.7.~~ POLICY 3.3.6.

An adequate public participation rate in recycling shall be maintained to meet State requirements for volume reduction.

~~POLICY 3.3.8.~~ POLICY 3.3.7.

The City shall inform and educate the public about recycling and products which are not recyclable, cannot be converted or cannot be used.



OBJECTIVE 3.4. ADMINISTRATION AND DEVELOPMENT REVIEW

The City shall continue to administer, in a cost-efficient and environmentally safe manner, a collection and transfer solid waste system that is fully supported by user fees and that is designed to effectively meet the needs of existing and future residents.

POLICY 3.4.1.

The City's Department of Finance and Public Works shall work together to maintain a full cost accounting and reporting system for the collection and transfer of solid waste in compliance with the Solid Waste Management Act.

POLICY 3.4.2.

The City will participate in the "Keep Volusia Beautiful" program to control the problem of littering and illegal dumping.

POLICY 3.4.3.

The City shall support the County to maintain landfill location determination criteria designed to address minimum size criteria, minimum distance from residential areas, schools and hospitals, minimum distance from streams, aquifer recharge areas, and wetlands, stays out of 100-year floodplain, and determines maximum distance from main roads.

POLICY 3.4.4.

Solid waste generated within the City limits shall continue to be collected on a regularly scheduled basis.

POLICY 3.4.5.

Residential, commercial, and industrial development shall adequate landfill space to meet the solid waste needs anticipated to be generated by the proposed development activity in accordance with interim review of development activities and with the Land Development Code. All proposals for development shall include an analysis of the amount and types of solid waste to be generated and ability of the City and County to accommodate the new demand. No development shall be approved unless there is sufficient collection, transfer and disposal resources available to meet the new demand consistent with Level-of-Service Standards LOSS.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



UTILITIES ELEMENT HAZARDOUS MATERIAL AND WASTE SUBELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 4. HAZARDOUS MATERIALS AND WASTE

THE PUBLIC HEALTH, SAFETY AND WELFARE SHALL BE PROTECTED FROM THE IMPROPER MANAGEMENT OF HAZARDOUS WASTES AND MATERIALS USED AND GENERATED IN AND TRANSPORTED THROUGH THE CITY.

OBJECTIVE 4.1. HAZARDOUS WASTE PROGRAM DEVELOPMENT

The City shall continue its cooperation with the County to reduce improper hazardous storage and disposal. The City may consider disposal options which include privatization of service or interlocal agreements with the County.

POLICY 4.1.1.

Hazardous waste generators shall develop and submit to the City a hazardous waste management program at site plan submittal to protect the citizens and the environment from misuse, spills, and improper disposal. The purpose of the hazardous waste management plan is to ensure the safest and most efficient use and disposal of hazardous materials.

POLICY 4.1.2.

Business/industrial park storage/transfer facilities shall, at a minimum, conform to the Florida Department of Environmental Protection FDEP transporter permitting requirements.

POLICY 4.1.3.

Each business/industrial park shall secure, prior to leasing or selling any lots or parcels, arrangements with an the Florida Department of Environmental Protection FDEP permitted hazardous waste management company to pick up and transfer waste from the park on a regularly scheduled basis.

POLICY 4.1.4.

All users and generators shall properly store and dispose of hazardous materials and waste upon adoption of this plan. The following criteria shall apply in the implementation of this Policy:

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

- a. Large quantity generators (companies that generate in excess of 2,200 lbs./month) and industrial/commercial parks containing generators that produce waste not suitable for recycling, exchange or reuse shall be encouraged to reduce hazardous waste volumes and to obtain necessary permits to develop on-site treatment facilities to render the waste non-hazardous.
- b. Existing Federal and State regulations relating to storage, transfer, and disposal shall be stringently enforced through coordinated efforts at both State and local levels.
- c. On-site verification of a generator compliance with applicable rules and regulations shall be made, at a minimum, once a year.

OBJECTIVE 4.2. DEVELOPMENT REGULATIONS

All development activities shall provide protection to the environment and the public welfare from any hazardous wastes consistent with the provisions of the Land Development Code.

POLICY 4.2.1.

The City shall not admit those types and quantities of industrial waste that are harmful or damaging to the structures, processes, or operation of the sewage works.

POLICY 4.2.2.

The industrial user of the sewer system shall provide such preliminary treatment or handling of its waste as may be necessary to modify any objectionable characteristics or constraints.

POLICY 4.2.3.

The City shall require safe management, manufacture, transportation, usage, and disposal of hazardous materials.

POLICY 4.2.4.

The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

POLICY 4.2.5.

The City shall enforce the asbestos removal provisions adopted in the Florida Building Code in regard to asbestos removal during demolition or construction activities.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



UTILITIES ELEMENT ~~NATURAL GROUNDWATER RECHARGE SUBELEMENT~~ GOALS, OBJECTIVES, POLICIES

GOAL 5. POTABLE WATER SUPPLY

THE PUBLIC SHALL BE ENSURED AN ADEQUATE SUPPLY OF SAFE, POTABLE WATER WHICH IS OBTAINED FROM THE HIGHEST QUALITY SOURCE AVAILABLE AND IS PROTECTED FROM CONTAMINATION.

OBJECTIVE 5.1. DEVELOPMENT REVIEW

Natural groundwater protection standards shall be utilized in review of development activities as provided by the Land Development Code.

POLICY 5.1.1.

Saltwater intrusion shall be prevented by limiting potentially harmful water extraction and ensuring adequate recharge.

POLICY 5.1.2.

The use of native and drought-resistant vegetation in landscaping shall be encouraged by providing developers with a list of appropriate native vegetation at site plan application.

POLICY 5.1.3.

The City shall continue to deliver effluent for reuse as a component of its effluent disposal program for environmentally and economically suitable areas. ~~The City shall consider providing economic incentives to developments, agricultural operations and businesses which limit potable water consumption by using effluent reuse systems.~~

POLICY 5.1.4.

The City shall continue to administer an emergency water shortage plan.

POLICY 5.1.5.

Land use decisions and development approvals shall be consistent with adopted comprehensive water basin management plans. Water supply, production facilities, conveyance lines and Consumptive Use Permit C.U.P. capacity shall be available for new site plan and/or subdivision developments, prior to the issuance of development orders.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 5.1.6.

The use of ~~procreation~~ of native vegetation and/or drought-resistant vegetation shall be required on development projects ~~when irrigation water is drawn from sources which are critical to limiting saltwater intrusion.~~

POLICY 5.1.7.

Industries which utilize or generate hazardous materials shall be sited and designed so as to minimize the threat of surface water or groundwater contamination.

POLICY 5.1.8.

The City shall continue to apply regulations and procedures to control permanent water table drawdown in accordance with the County minimum environmental standards and the provisions of the Land Development Code.

~~POLICY 5.1.9.~~

~~Encourage Volusia County to maintain a functioning positive (pumped) drawdown system, in its "high-rise" landfills, to continually extract the mass of accumulating leachate and properly treat it.~~

~~POLICY 5.1.10.~~ POLICY 5.1.9.

Removal of the confining layer of material separating the bottom of borrow pits from the top of the Floridan Aquifer shall be prohibited as provided by the Land Development Code.

~~POLICY 5.1.11.~~ POLICY 5.1.10.

Water management plans shall be designed to approximate pre-development recharge conditions.

~~POLICY 5.1.12.~~ POLICY 5.1.11.

Land use planning and land development approvals shall reflect the limitations of available water supplies. The City shall continue to use its concurrency management system to limit development potential in accordance with available raw water production, treatment, distribution and permitted withdrawal capacity.

~~POLICY 5.1.13.~~ POLICY 5.1.12.

The watershed upstream of surface water potable water supplies shall be protected. Activities within the watershed should not reduce the volume of water available under low-flow conditions; or reduce the quality of the surface water below State standards.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 5.1.14.~~ POLICY 5.1.13.

The disposal of non-hazardous waste shall be managed and controlled to prevent surface water and groundwater contamination. The City shall continue to implement a groundwater and surface water monitoring program to detect potential contamination by leachate.

~~POLICY 5.1.15.~~ POLICY 5.1.14.

Marinas which service boats with on-board sewage facilities shall be required to provide sewage pump out and treatment facilities and to provide for the appropriate effluent disposal method. Such pump out and treatment facilities shall be maintained in good working order to assure the contamination of groundwater or surface water, in accordance with the provisions of the Florida Administrative Code, F.A.C. does not occur.

~~POLICY 5.1.16.~~ POLICY 5.1.15.

Industries which use hazardous materials or generate hazardous waste shall be regulated to prohibit the release of hazardous materials in violation of State water quality standards for groundwater and surface waters.

~~POLICY 5.1.17.~~ POLICY 5.1.16.

The withdrawal or discharge of water which alters hydroperiods, discharge volumes, in-stream velocities, surface water stages or groundwater levels so as to cause a significant, adverse effect on natural water-dependent ecosystems is prohibited. Such projects shall be permitted only in cases of overriding public benefit, such as alterations in the stage or flow of surface waters as a part of any government sanctioned program of flood control, water quality restoration, habitat restoration or exotic plant control and shall be designed and operated so as to minimize harm to non-target organisms or natural ecosystems.

~~POLICY 5.1.18.~~ POLICY 5.1.17.

The City shall determine water supply levels-of-service in conjunction with the St. John River Water Management District. Land development permits will be subject to those limitations.

~~POLICY 5.1.19.~~ POLICY 5.1.18.

The City shall issue no development orders or development permits without first consulting appropriate water suppliers to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the City of a Certificate of Occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a Certificate of Occupancy or its functional equivalent.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 5.2. INTERGOVERNMENTAL COORDINATION

The City shall coordinate with the St. Johns River Water Management District to develop intergovernmental responses to groundwater problems.

POLICY 5.2.1.

The City shall maintain a ~~w-Water s-Supply w-Work p-Plan~~ that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2.

The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3.

The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

OBJECTIVE 5.3. WATER CONSERVATION

The City shall continue to review water conservation measures that encourage water conservation. The City shall follow all water conservation plans approved by St. John's River Water Management District as part of the City's Consumptive Use Permit (C.U.P.).

POLICY 5.3.1.

The Public Works and Utilities Department shall monitor per capita finished water consumption rates and shall develop an action plan to reduce per capita consumption if the per capita consumption exceeds by 25 percent% the average gross per capita consumption of 110 gallons per day (gpd).

POLICY 5.3.2.

Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

- a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, ~~and xeriscape~~.
- b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.
- c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. ~~Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.~~
- d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system ~~through the use of leak noise loggers~~.

POLICY 5.3.3.

Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs should be used, wherever economically and environmentally feasible, to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.

POLICY 5.3.4.

The City shall utilize a low-pressure ~~reverses~~ reverse osmosis (LPRO) treatment process which permits the use of brackish groundwater which is lower quality water source from the Upper Floridan Aquifer. Future needs may require ~~to~~ the City to use the Lower Floridan Aquifer as an alternative water source.

POLICY 5.3.5.

The City shall maintain a comprehensive program responsible for educating businesses and residents of the City's current water conservation policies, the fragility of the aquifer, methods to reuse and conserve water, well abandonment problems and rules, and encouragement of the use of drought resistant plants (~~xeriscape~~).

POLICY 5.3.6.

The City of Ormond Beach will plan for municipal service areas or extend water and sewer services into unincorporated Volusia County in a manner consistent with the Volusia County Comprehensive Plan.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 5.3.7.

The City of Ormond Beach will implement all water conservation practices that are conditions of the Consumptive Use Permit C.U.P.

OBJECTIVE 5.4. NATURAL GROUNDWATER AQUIFER PROTECTION

The City shall protect the functions of designated natural groundwater aquifer recharge areas as provided by the Land Development Code.

POLICY 5.4.1.

The City shall regulate land use and development to protect functions of the designated recharge areas.

POLICY 5.4.2.

Prime groundwater recharge areas and other recharge areas which have been identified by the St. Johns River Water Management District the ECFRPC or subsequently by the City to maintain the quality and quantity of water in aquifers from which potable water supplies are drawn, shall be protected. Activities within recharge areas shall not reduce the volume of recharge (i.e., increase the total volume of post-development runoff), or reduce the quality of groundwater below State standards.

POLICY 5.4.3.

No commercial or industrial mining shall be allowed in prime groundwater recharge areas or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.

OBJECTIVE 5.5. PUBLIC WATER SUPPLY WELLFIELD PROTECTION

The City of Ormond Beach will safeguard the public health, safety and welfare of its citizens by appropriately regulating the storage, handling, use or production of hazardous substances within the well field protection areas surrounding public water supply wells and well fields.

POLICY 5.5.1.

The City shall continue to apply regulations and procedures contained in the Land Development Code concerning Public Water Supply Well Field Protection.

POLICY 5.5.2.

UTILITIES ELEMENT



GOALS, OBJECTIVES AND POLICIES

Land uses or activities which, by their nature, represent a substantial risk to the quality or quantity of water from established public well fields or the watershed of surface water supplies shall be excluded from the immediate vicinity of such well fields or surface water supplies so as to minimize the threat to the public water supply. Conversely, the siting of new public water supplies shall avoid proximity to established land uses which may harm the water supply from that source.

POLICY 5.5.3.

The storage, use, disposal or production of hazardous or toxic substances ~~and that certain land uses~~ involving regulated or generic substances located within the "Primary and Secondary Well Field Protection Zones" surrounding public water supply wells and well fields that are potentially harmful to the drinking water of the City will be prohibited or severely restricted.

POLICY 5.5.4.

The City shall maintain a 'Primary Well Field Protection Zone,' which is defined as the land area immediately surrounding any public water supply well and extending a radial distance of two hundred (200') feet, or that area that is within the first twenty (20%) percent of the total radial distance of the cone of influence, whichever is greater.

POLICY 5.5.5.

The City shall maintain a 'Secondary Well Field Protection Zone' which is defined as the land area surrounding the 'Primary Well Field Protection Zone,' and extending a radial distance of eight hundred (800') feet from the 'Primary Well Field Protection Zone,' or that area within the cone of influence exclusive of the 'Primary Zone,' whichever is greater.

UTILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



APPENDIX A - WATER SUPPLY WORK PLAN

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF ORMOND BEACH, RELATING TO COMPREHENSIVE PLANNING, ADOPTING A 2024 WATER SUPPLY WORK PLAN; ADOPTING COMPREHENSIVE PLAN AMENDMENTS TO *THE CITY OF ORMOND BEACH COMPREHENSIVE PLAN*, RELATED TO THE WATER SUPPLY WORK PLAN, INCLUDING THE UTILITIES ELEMENT, CONSERVATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT, IN ACCORDANCE WITH CHAPTER 163, PART II AND CHAPTER 373 *FLORIDA STATUTES*; PROVIDING FOR TRANSMITTING COPIES OF THE NOTICE AND AMENDMENTS TO THE STATE REVIEWING AGENCIES, THE VOLUSIA GROWTH MANAGEMENT COMMISSION, THE COUNTY OF VOLUSIA, AND ANY OTHER LOCAL GOVERNMENT OR GOVERNMENTAL AGENCY REQUESTING A COPY; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 90-36, the City Commission did adopt the *City of Ormond Beach Comprehensive Plan* (“*Comprehensive Plan*”) as required by the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, *Florida Statutes*) which *Comprehensive Plan* has been subsequently amended, and

WHEREAS, by Ordinance 2008-60 the City Commission did adopt certain amendments to the *City of Ormond Beach Comprehensive Plan* related to the 2008 Water Supply Work Plan; and

WHEREAS, to promote consistency among local government comprehensive plans and the Central Springs/East Coast Regional Water Supply Plan, Section 163.3177(6)(c)(4), *Florida Statutes*, requires each local government within the Central Springs/East Coast Regional

Water Supply Plan planning area to amend its comprehensive plan to adopt an updated Water Supply Work Plan within 18 months of the governing board approval of the 2022 Central Springs/East Coast Regional Water Supply Plan; and

WHEREAS, the City of Ormond Beach is required to amend the city's *Comprehensive Plan* to include an updated Water Supply Work Plan that is consistent with and reflects changes mandated by State law; and

WHEREAS, the proposed amendments to the *City of Ormond Beach Comprehensive Plan* are being submitted under the expedited state review process as provided in Section 163.3184, *Florida Statutes*; and

WHEREAS, on April 11, 2024 the Planning Board serving as the local planning agency, conducted a public meeting with due public notice on the *Comprehensive Plan* amendments, and recommended approval thereof, and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested *Comprehensive Plan* amendments, as described in §163.3184(3) and (11), *Florida Statutes*, and

WHEREAS, the City Commission has duly conducted a public hearing adopting the requested *Comprehensive Plan* amendments, as described in §163.3184(3)(c)(1), (4)(e)(1) and (11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the *Comprehensive Plan* amendments will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the *City of Ormond Beach Comprehensive Plan* amendments to the Utilities Element, Conservation Element, and Capital Improvements Element are attached to this Ordinance as Exhibit “A” attached hereto and incorporated herein by reference, and

WHEREAS, the Water Supply Work Plan is adopted as an Appendix A to the Utilities Element and is attached to this Ordinance as Exhibit “B” attached hereto and incorporated herein by reference, and

WHEREAS, for the purposes of this Ordinance, underlined type constitutes additions to the original text and ~~strikethrough~~ shall constitute deletions to the original text, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Utilities Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION THREE. The Conservation Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION FOUR. The Capital Improvements Element of the *City of Ormond Beach Comprehensive Plan*, is hereby amended with the text amendments as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION FIVE. The City of Ormond Beach Water Supply Work Plan is updated in its entirety from the 2008 Water Supply Work Plan to the 2024 Water Supply Work Plan as set forth in Exhibit “B” (Appendix A) attached hereto and incorporated herein by reference.

SECTION SIX. In order to make the *City of Ormond Beach Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the *City of Ormond Beach Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION SEVEN. The Planning Director is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendments within ten (10) days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, Florida Statutes and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION EIGHT. Pursuant to §163.3184(3) and (4), *Florida Statutes*, the second reading of this *Comprehensive Plan* amendment shall not exceed 180 days after the receipt of the Florida Department of Commerce comments.

SECTION NINE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION TEN. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION ELEVEN. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City of Ormond Beach that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED UPON at the first reading of the City Commission, this 21st day of May, 2024.

PASSED UPON at the second and final reading of the City Commission, this 6th day of August, 2024.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



WATER SUPPLY WORK PLAN UPDATES TO COMPREHENSIVE PLAN

Utilities Element

POLICY 1.2.5

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~Work Plan.

POLICY 1.2.6.

The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 1.7.2.

Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 5.2.1.

The City shall maintain a ~~w~~Water ~~s~~Supply facilities ~~w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2.

The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3.

The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.

POLICY 5.3.2.

Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

- a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, and xeriscape.
- b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.
- c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.
- d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system through the use of leak noise loggers.

Conservation Element

POLICY 1.2.7.

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 5.3.8.

The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

Capital Improvements Element

POLICY 1.3.2.

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

- a. **Fire Fighting:** All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 1,000 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer or National Fire Protection Associates (NFPA) guidelines (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.
- b. **Parks (acres per population):** 13 acres per 1,000 population
A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.
Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.
- c. **Roads:** The following level-of-service standards are adopted for roadways Citywide:

City County State	LOS Daily	LOS Peak Hour
	C	D
	D	E
	C (SIS/FIHS)	D (TRIP)

- d. **Water:**

Raw:	An average daily volume of 124 gallons of raw water per capita per day. <u>An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).</u>
Potable:	An annual average daily volume of 110 gallons per capita per day. <u>An average daily volume of 300 gallons per ERU.</u>

<u>Sewer:</u>	<u>An average daily volume of 270 gallons per ERU.</u>
<u>Reclaimed:</u>	<u>An average of daily volume of 600 GPD per ERU.</u> <u>An average daily volume of 300 GPD per ERU.</u>

Other uses water standards:

<u>Types of Establishments*</u>	
<u>Apartments</u>	<u>0.7 ERU per unit</u>
<u>Bars and cocktail lounges</u>	<u>0.05 ERU per seat</u>
<u>Barbershop</u>	<u>0.25 ERU per seat</u>
<u>Beauty Shop</u>	<u>0.5 ERU per seat</u>
<u>Car Wash</u>	<u>8.5 ERU minimum</u>
<u>Dentist</u>	<u>0.7 ERU per wet chair</u>
<u>Factories (with Showers or Chemicals)</u>	<u>0.1 ERU per 100 Sq. Ft.</u>
<u>Factories (without Showers or Chemicals)</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>General Commercial / Office Buildings</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>Gas Stations (no car wash)</u>	<u>1.5 ERU per bathroom</u>
<u>Hospitals</u>	<u>0.7 ERU per bed</u>
<u>Hotels and Motels</u>	<u>0.4 ERU per room</u>
<u>Movie theaters, auditoriums, churches</u>	<u>0.02 ERU per seat</u>
<u>Nursing Homes / A.L.F.</u>	<u>0.5 ERU per bed</u>
<u>Restaurants</u>	<u>0.15 ERU per seat</u>
<u>Single-Family residence</u>	<u>1.00 ERU per unit</u>
<u>Schools</u>	<u>0.05 ERU per seat</u>
<u>Townhouse residence</u>	<u>0.7 ERU per unit</u>

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

- e. Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).

Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater

treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

f. Solid Waste:

Average residential pick-ups per truck.....	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day.....	226
Pounds/capita/day for residential, commercial and industrial waste.....	5.69
Pounds/capita/day for special wastes.....	3

- g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse.

Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.

Table D
Utilities
Capital Improvements Schedule
November, 2020

#	Project Description/ Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Water Improvements									-
1	Consumptive Use Permit Renewal	Water & Sewer charges	\$350,000	\$0	\$0	\$0	\$0	\$350,000	Utilities Element—Objs. 1.1, 1.7, and 1.8
2	Hudson Wellfield Expansion	Water & Sewer charges	\$0	\$300,000	\$2,300,000	\$0	\$0		Utilities Element—Objs. 1.1, 1.7, and 1.8
3	Secondary Raw Water Main	Water Impact Fees	\$2,384,175	\$0	\$0	\$0	\$0		Utilities Element—Objs. 1.1, 1.7, and 1.8
Water and Sewer Improvements									
4	General Facility and Systems Upgrades	Upgrades—Water 409221	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000	Utilities Element—Objs. 1.1, 1.7, and 1.8
		Upgrades—Sewer 409222	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000	
5	Utility Master Plan Update	Utility Master Plan & Rate Study	\$0	\$0	\$220,000	\$0	\$0		Utilities Element—Objs. 1.1, 1.7, and 1.8
Reclaim Water									
6	Reclaimed Water System Improvements	Water & Sewer charges	\$130,000	\$0	\$0	\$0	\$0	\$130,000	Utilities Element—Objs. 1.1, 1.7, and 1.8
7	New Reuse Ground Storage Tank	Water & Sewer Charges	\$0	\$0	\$0	\$385,000	\$0		Utilities Element—Objs. 1.1, 1.7, and 1.8
Total:			\$3,214,175	\$650,000	\$2,870,000	\$735,000	\$350,000	\$7,819,175	

Table D
Utilities
Capital Improvements Schedule
November, 2020

Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
Water & Sewer charges	\$480,000	\$300,000	\$2,300,000	\$385,000	\$0	\$3,465,000
Upgrades Water 4092221	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
Upgrades Sewer 4092222	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
Utility Master Plan & Rate Study	\$0	\$0	\$220,000	\$0	\$0	\$220,000
Water Impact Fees	\$2,384,175	\$0	\$0	\$0	\$0	\$2,384,175
Total	\$3,214,175	\$650,000	\$2,870,000	\$735,000	\$350,000	\$7,819,175

Table D
Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
<u>1.</u>	<u>Water Main Replacements</u>	<u>Bond Proceeds</u>	<u>\$2,600,000</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,900,000</u>
<u>2.</u>	<u>Existing Wellfield Repairs</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$145,000</u>	<u>\$1,778,750</u>	<u>\$1,923,750</u>
<u>3.</u>	<u>Hudson Wellfield Expansion</u>	<u>Water Impact Fees</u>	<u>\$2,572,500</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,572,500</u>
<u>4.</u>	<u>West Ormond Utilities Potable Tank and Station</u>	<u>To be determined</u>	<u>\$375,000</u>	<u>\$5,025,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,400,000</u>
<u>5.</u>	<u>West Ormond Utilities, New Rima Wells</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$3,007,500</u>	<u>\$0</u>	<u>\$3,307,500</u>
<u>6.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$300,000</u>	<u>\$0</u>	<u>\$300,000</u>
<u>7.</u>	<u>West Ormond Utilities – New Raw Water Wellfield</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$20,452,500</u>	<u>\$20,452,000</u>
<u>8.</u>	<u>West Ormond Utilities Water Treatment Plant</u>	<u>To be determined</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$47,250,000</u>	<u>\$47,250,000</u>
Wastewater Improvements								
<u>9.</u>	<u>Water Reclamation Facility Modifications</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$320,000</u>	<u>\$5,215,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$5,535,000</u>
<u>10.</u>	<u>Halifax River Force Main Crossing</u>	<u>Water & Sewer Charges & Bond Proceeds</u>	<u>\$0</u>	<u>\$0</u>	<u>\$153,000</u>	<u>\$1,913,000</u>	<u>\$0</u>	<u>\$2,066,300</u>
<u>11.</u>	<u>West Ormond Utilities Area A Water Main & Force Main</u>	<u>To be determined</u>	<u>\$200,000</u>	<u>\$2,500,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$2,700,000</u>
<u>12.</u>	<u>West Ormond Utilities Water Reclamation Facility</u>	<u>To be determined & Daytona Beach</u>	<u>\$6,500,000</u>	<u>\$37,250,000</u>	<u>\$37,250,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$81,000,000</u>
<u>13.</u>	<u>West Ormond Utilities Water Reclamation Facility Site Improvements</u>	<u>To be determined</u>	<u>\$1,620,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,620,000</u>

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	\$0	\$275,000	\$3,059,500	\$0	\$0	\$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	\$0	\$0	\$300,000	\$4,020,000	\$0	\$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	\$0	\$0	\$225,000	\$2,880,000	\$0	\$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	\$33,000	\$0	\$0	\$0	\$0	\$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	\$0	\$320,000	\$0	\$0	\$0	\$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	\$6,280,000	\$0	\$0	\$0	\$0	\$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	\$1,110,000	\$0	\$0	\$0	\$0	\$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	\$415,000	\$0	\$0	\$0	\$0	\$415,000
TOTAL:			\$21,705,500	\$45,990,000	\$46,502,500	\$12,265,500	\$69,481,250	\$195,944,250
Utilities Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds			\$3,710,000	\$300,000	\$5,215,000	\$1,913,000	\$1,778,750	\$12,916,750
Daytona Beach			\$1,890,000	\$9,550,000	\$10,353,000	\$0	\$0	\$21,793,000
To be determined			\$13,085,000	\$35,500,000	\$30,781,500	\$10,207,500	\$67,702,500	\$157,276,000
Wastewater Impact Fee			\$0	\$160,000	\$0	\$0	\$0	\$160,000
Water & Sewer Charges			\$448,000	\$320,000	\$153,000	\$145,000	\$0	\$1,066,000
Water Impact Fees			\$2,572,500	\$160,000	\$0	\$0	\$0	\$2,732,500
Total			\$21,705,500	\$45,990,000	\$46,502,500	\$12,265,500	\$69,481,250	\$195,944,250



WATER SUPPLY WORK PLAN 2024

City of Ormond Beach

Updated May 15, 2024

Michael Stephenson, P.E.
Florida Registration #87390

TABLE OF CONTENTS

1. INTRODUCTION.....	1
1.1 GENERAL	1
1.2 REQUIREMENTS OF THE WATER SUPPLY FACILITIES WORK PLAN	1
2. DATA AND ANALYSIS.....	2
2.1 SERVICE AREA.....	2
2.2 EXISTING RAW WATER INFRASTRUCTURE	5
2.3 EXISTING WATER QUALITY.....	7
2.4 EXISTING RAW WATER PIPING	9
2.5 EXISTING CONSUMPTIVE USE PERMIT STATUS	11
2.6 HISTORIC RAW WATER USAGE.....	12
2.7 EXISTING WATER TREATMENT SYSTEM.....	13
2.8 EXISTING RECLAIMED WATER INFRASTRUCTURE.....	15
2.9 RECLAIMED WATER SCHEDULING	16
2.10 RECLAIMED WATER CONSERVATION CHALLENGES.....	18
2.11 INTERCONNECTS	18
3. IDENTIFICATION OF NEEDED FACILITIES	18
3.1 ANTICIPATED WATER DEMAND PROJECTIONS	18
3.2 PROJECTED WASTEWATER SUPPLY/RECLAIMED WATER AVAILABILITY	20
3.3 PROJECTED CONSUMPTIVE USE PERMIT ALLOCATION.....	21
3.4 RAW WATER SOURCE NEEDS.....	21
3.5 RAW WATER CAPITAL PROJECTS	22
3.5.1 Raw Water Main Reinforcement	22
3.5.2 Hudson Wellfield Expansion	22
3.5.3 Rima Ridge Wellfield Expansion	23
3.5.4 Establish New Wellfield	23
3.6 WASTEWATER TREATMENT SYSTEM CAPACITY IMPROVEMENT PROJECT	24
3.6.1 Future Water Treatment Plant Evaluation Report	24
3.7 WATER SYSTEM CAPACITY IMPROVEMENT PROJECT	24
3.8 RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECTS	25
3.8.1 Reclaim Main Extension to Reservoir	25
3.8.2 Reclaim Water Reservoir Tank and Station	26
3.8.3 New Reclaim Water Storage Tank and Pump Station.....	27

3.8.4 Southern Peninsula Reclaimed Expansion	27
3.8.5 Ormond Crossings Reclaimed Transmission Loop	27
4. FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS	29
5. WATER SUPPLY POLICY UPDATES TO COMPREHENSIVE PLAN.....	31
Utilities Element.....	31
Conservation Element	32
Capital Improvements Element.....	33

LIST OF FIGURES

Figure 1: Service Area.....	4
Figure 2: Primary Water Components	8
Figure 3: Existing Raw Watermains	10
Figure 4: WTP Process Diagram.....	14
Figure 5: Irrigation Zones with Reclaimed Water Storage Tanks	17

LIST OF TABLES

Table 1: Existing Wellfield Summary	5
Table 2: Existing Wellfield Chloride Levels.....	9
Table 3: Raw Water System Pipe Material Tabulation	9
Table 4: Current CUP #8932 Groundwater Allocations	11
Table 5: Permitted Average Daily Withdrawals from Each Wellfield	12
Table 6: Historical Raw Water Usage.....	12
Table 7: 2022 Historical Reuse Flows	16
Table 8: Current Reclaimed Water Irrigation Schedule	16
Table 9: Projected Potable Water Demands in MGD - 2024 to 2034	20
Table 10: Projected Reclaimed Water Supply in MGD - 2024 to 2034	20
Table 11: Projected CUP Values.....	21
Table 12: Raw Water Main Reinforcement - Preliminary Cost Estimate	22
Table 13: Hudson Wellfield Expansion - Preliminary Cost Estimate	23
Table 14: Rima Ridge Wellfield Expansion - Preliminary Cost Estimate	23
Table 15: Future Water Treatment Plant - Evaluation Report	24
Table 16: New Western Water Treatment Plant - Preliminary Cost Estimate.....	25
Table 17: Reclaimed Main Extension to Reservoir - Preliminary Cost Estimate	26
Table 18: Reclaimed Water Reservoir Tank and Station - Preliminary Cost Estimate ..	26
Table 19: Reclaimed Water Storage Tank/Pump Station - Preliminary Cost Estimate..	27
Table 20: Fund 409, Water and Wastewater R and R (Annual)	29
Table 21: Fund 409, Water and Wastewater R and R (Capital)	29
Table 22: Fund 434, Water Impact Fees	30
Table 23: Fund 499, Water and Wastewater R and R (West Ormond)	30



1. INTRODUCTION

1.1 GENERAL

Chapters 163 and 373 of Florida Statutes create a link between a regional water supply adopted by the Saint John's River Water Management District (SJRWMD) and local government comprehensive plans. Florida Statutes require water management districts to prepare a water supply plan for a twenty-year planning period to ensure that existing water sources are adequate to meet projected water demand. Local governments within a regional water supply planning area must develop a Water Supply Work Plan (WSWP) to ensure that adequate water supply is available to meet future demands over a 10-year planning period.

The overall purpose of this Water Supply Facilities Work Plan is to summarize the City of Ormond Beach's current water supply, water treatment, and effluent disposal methods, along with projecting future water demands based upon anticipated development projects scheduled to occur over the next ten years. The city is working towards meeting the projected water demands and the requirements of Senate Bill 64, which dictates the elimination of nonbeneficial surface water discharge. The City has selected a multi-tiered planning period for this document. Flows are projected, and capital projects are planned through 2033, representing a ten (10) year time horizon. The identified infrastructure improvement timeframes within this report are categorized by the following planning periods: Short Term (0-2 years), Intermediate (3-5 years), and Long Term (5-10 years). This categorization is aimed at creating an implementation schedule for the City. Actual implementation of recommended projects would occur yearly through adopting the Capital Improvement plan. The Water Supply Facilities Work Plan has been prepared in accordance with Sections 373.709 and 163.3177(6)(c)3 of the Florida Statutes. The Water Supply Facilities Work Plan demonstrates adequate water supply over the next ten years to serve utility customers within the adopted utility service area. The Water Supply Facilities Work Plan is intended to facilitate discussions between the city and the Saint John's River Water Management District's (SJRWMD) governing board and other regional government agencies that the city could form partnerships with.

1.2 REQUIREMENTS OF THE WATER SUPPLY FACILITIES WORK PLAN

The Florida Department of Economic Opportunity (now known as Florida Commerce) published "A Guide to the Preparation of the Water Supply Facilities Work Plan" and provides the statutory requirements for water supply and facility planning as follows:

1. Coordinate appropriate aspects of their comprehensive plan with the appropriate water management district's regional water supply plan. [Section 163.3177(4)(a), F.S.]
2. Revise the Potable Water Sub-Element to adopt a water supply facility work plan covering at least a 10-year planning period to meet existing and projected demand. The work plan should address those water supply facilities for which the local government is responsible and include the facilities needed to develop alternative



water supplies. The work plan should also identify conservation and reuse measures to meet future needs. [Section 163.3177(6)(c), F.S.]

3. Revise the Conservation Element to assess current and projected water needs and sources for at least a 10-year planning period. The analysis must consider the existing levels of water conservation, use, and protection, as well as the applicable policies of the water management district and the district's approved regional water supply plan. Without an approved regional water supply plan, the analysis must consider the district's approved water management plan. [Section 163.3177(6)(d)3, F.S.]
4. Revise the Capital Improvements Element to identify capital improvements projects to be implemented in the first five years of the work plan for which the local government is responsible, including both publicly and privately funded water supply projects necessary to achieve and maintain adopted level of service standards; and adopt a 5-year schedule of capital improvements to include those projects as either funded or unfunded, and if unfunded, given a level of priority for funding [163.3177(3)(a)4, F.S.]
5. Revise the Intergovernmental Coordination Element to adopt principles and guidelines to coordinate the comprehensive plan with the regional water supply authority (If applicable) and the applicable regional water supply plan. [163.3177(6)(h)1, F.S.]
6. During the Evaluation and Appraisal review, determine if comprehensive plan amendments are necessary to reflect statutory changes related to water supply and facilities planning since the last update to the comprehensive plan. If required, transmit the amendments to incorporate the statutory changes as appropriate. [Section 163.3191(1) and (2), F.S.]

2. DATA AND ANALYSIS

2.1 SERVICE AREA

The City of Ormond Beach is in northeastern Volusia County, North of Daytona Beach and Holly Hill, and South of Flagler County. It has a municipal boundary encompassing approximately 38 square miles and a utility service area encompassing approximately 57 square miles. The city provides potable water service to residential, retail, commercial, and industrial customers throughout its service area. The City currently has approximately 56,000 potable water customers. In addition to the corporate limits of the City of Ormond Beach, the utility service area includes:

1. The North Peninsula Water District: This area includes portions of unincorporated Volusia County, including Ormond by the Sea;
2. Hunter's Ridge-Flagler County Development of Regional Impact (DRI): The City of Ormond Beach and Flagler County entered into an interlocal agreement for the provision by the City of water and wastewater services to that portion of the Hunter's Ridge Development of Regional Impact that is located in the unincorporated territory of Flagler County (Hunter's Ridge-Flagler County DRI



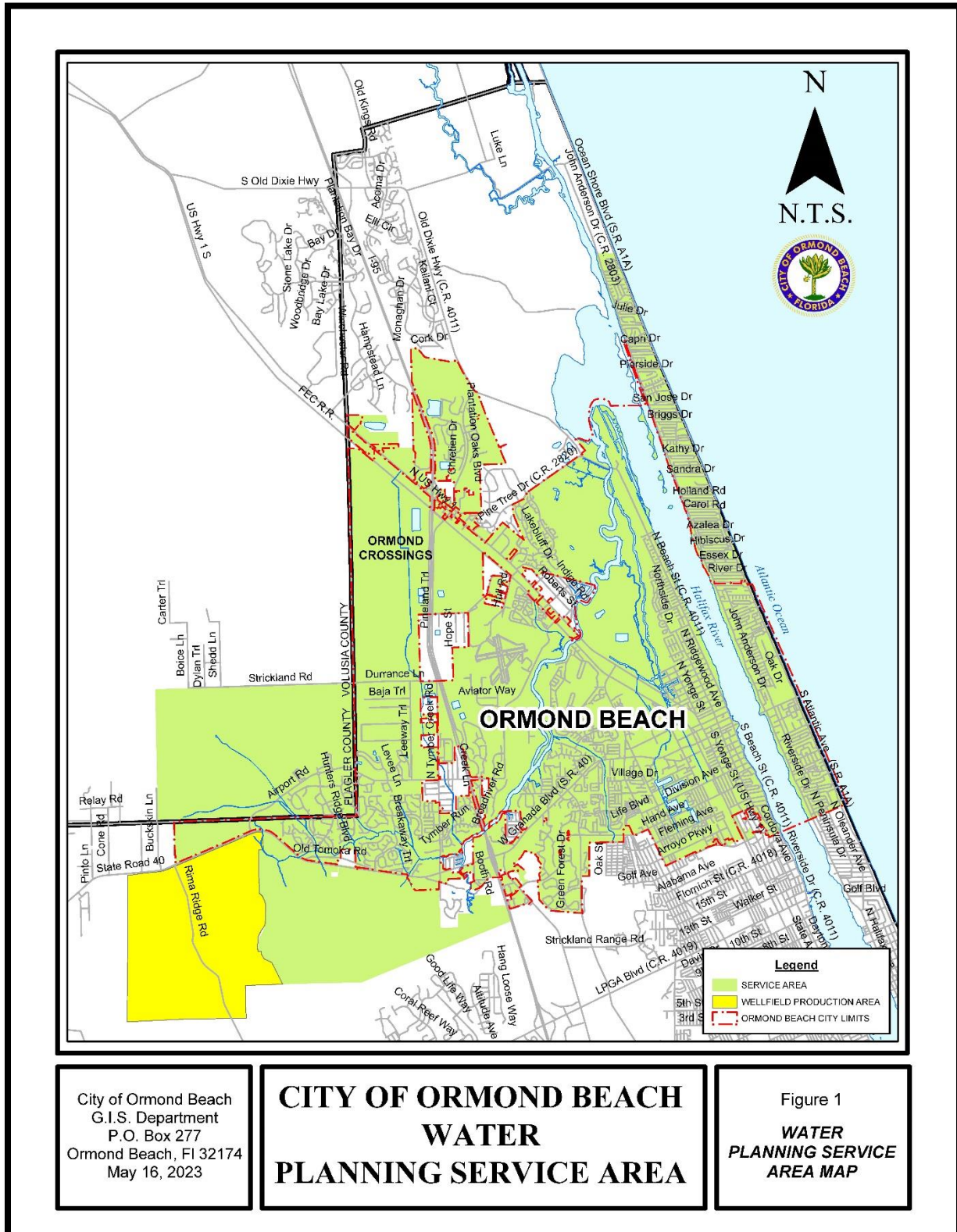
Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, pages 2821-2829 in the Public Records of Volusia County, Florida; and

3. West Ormond Utilities District that includes lands within the City of Daytona Beach. This area contains multiple land areas including the Chelsea Place subdivision, Pineland subdivision, lands west of Tymber Creek Road, including Hunter's Ridge, Breakaway Trails, and a land area within the City of Daytona Beach. In 2006, Ormond Beach and Daytona Beach each approved a Settlement Agreement that governs the portion of the Ormond Beach utility service area within the City of Daytona Beach. The Settlement Agreement incorporates four interrelated documents: (1) a Second Amended Water and Sewer Service Area Agreement; (2) an Interlocal Wholesale and Wastewater Treatment Service Agreement; (3) an Interlocal Agreement for the Operation, Administration, and Maintenance of Finished Water Interconnects East [and West] of I-95; and (4) a Wholesale Water and Wastewater Rate Analysis by Black & Veatch.

A Utility Service Area Map illustrating Ormond Beach's municipal boundary and service area is included **Figure 1**. Residents within the utility service area receive potable water, wastewater, and reclaimed water services from the City where service is available.



Figure 1: Service Area





2.2 EXISTING RAW WATER INFRASTRUCTURE

The City obtains its water supply to serve the utility service areas from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, 33 active primary and secondary groundwater production wells are drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region. These BAT wells are currently only being utilized for reclaimed augmentation purposes as needed. **Table 1** Below is summarized current information regarding the city's wellfields and corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included **Table 1**. These three new wells are currently in the design process and are scheduled to be constructed in 2024 as part of a capital improvement project.

Table 1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D/10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Active
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total						2,980		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total						475		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active



Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H/34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	300	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	300	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	300	TBD	Proposed
Existing Hudson WF Total GPM						1,537		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF						4,000		



Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total						700		
Maximum Production (All Wellfields)						9,692		

Utilizing the maximum production GPM value calculated within **Table 1**, the City can theoretically withdraw 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). However, removing the BAT reclaimed augmentation wells from the equation results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. **Figure 2** shows the approximate geographic location of wells throughout the City's service area.

2.3 EXISTING WATER QUALITY

The primary water quality concern for the City's existing wellfields is chloride levels. **Table 2** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded. Typical chloride levels are a concern and are considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D have experienced 'high' levels of chlorides within the past few years. Having chloride levels exceeding 250 mg/L is not a critical concern because the city has a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the city would like to reduce the overall usage of the wells above with higher chloride levels to the maximum extent allowable within their CUP limits during the renewal process.

Wells 18SR and 20SR are offline and need repairs or relocation. The city is working on re-establishing these wells soon. Having them back online will aid the City with raw water supply capacity and wellfield rotation and will likely help lower the measured chloride levels. The city intends to discuss these out-of-service wells with SJRWMD during their CUP renewal process.



Figure 2: Primary Raw Water Components

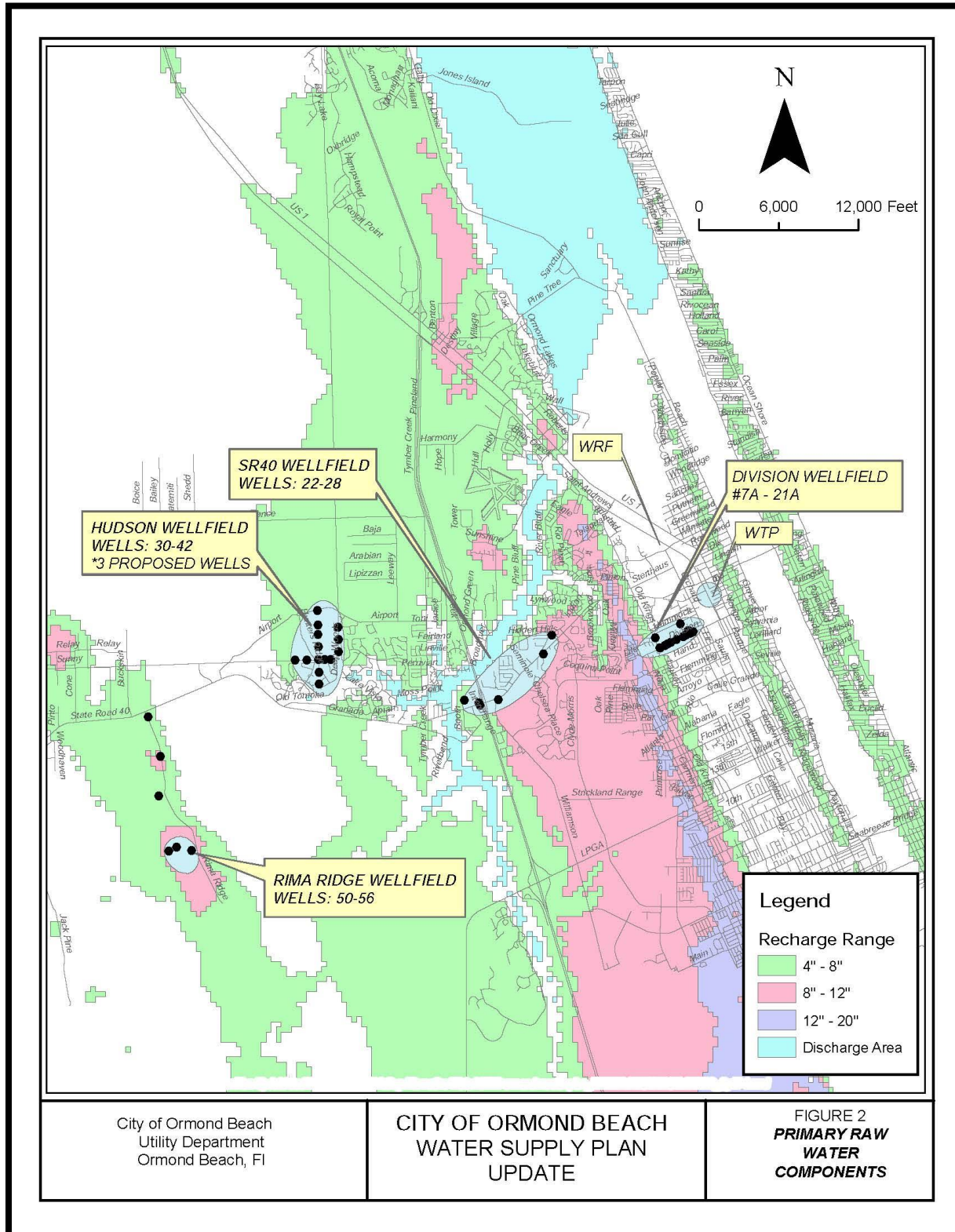




Table 2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D*	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6

*Well, 10D was returned to active service near the end of the calendar year 2023.

2.4 EXISTING RAW WATER PIPING

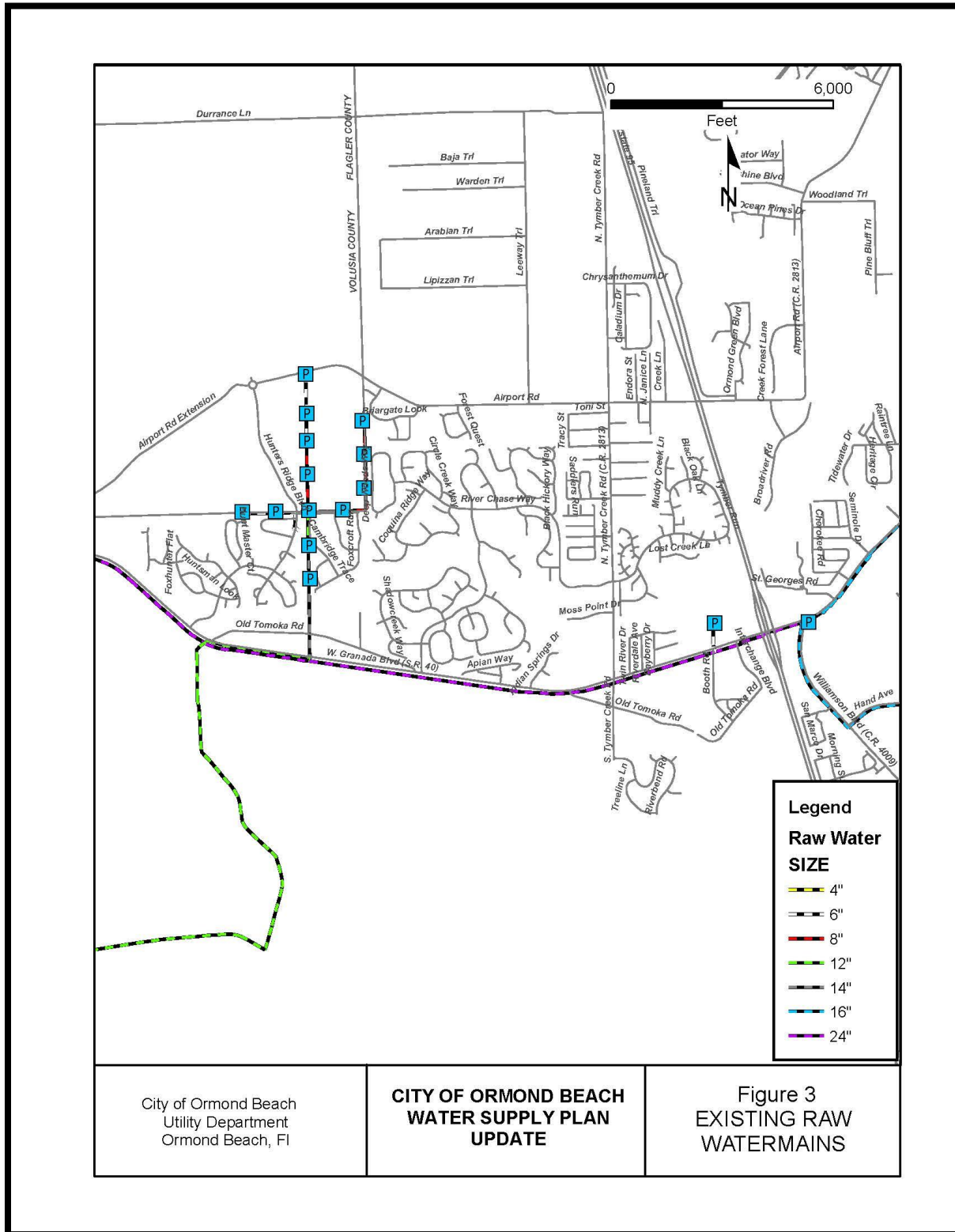
The raw water transmission system comprises approximately 134,701 lineal feet, or approximately 25.5 miles, of various pipe sizes. **Table 3** illustrates the estimated length of each type of material present throughout the raw water transmission system according to the latest GIS information. **Figure 3** show a portion of the existing raw water main system in the western portion of the City's service area. The purpose of the raw water transmission piping system is to transfer all water withdrawn from the aquifer by the city's wells to the water treatment plant, where it can be treated and distributed to the city's potable customers.

Table 3: Raw Water System Pipe Material Tabulation

Size	Ductile Iron (LF)	PVC (LF)	Other/Unknown (LF)	Total (LF)
24-inch	39,468			39,468
16-inch	50,626	938		51,565
14-inch	174	2,953		3,127
12-inch	24,592	900	53	25,545
8-inch	755	5,869	117	6,741
6-inch	3,793	3,574	602	7,969
4-inch	287			287
Total	119,694	14,235	772	134,701



Figure 3: Existing Raw Watermains





2.5 EXISTING CONSUMPTIVE USE PERMIT STATUS

The City's current Consumptive Use Permit (CUP) was established in 2012 by the SJRWMD and is set to expire in 2024. **Table 4** The chart shows the City's current permitted withdrawal limit and historical usage for past years through 2022. The City is currently in the process of renewing its CUP with the SJRWMD. SJRWMD is currently calibrating the Springs model, and the City looks forward to discussing the revised model with the management district.

Table 4: Current CUP #8932 Groundwater Allocations

Year		Permitted Annual Average Withdrawal (MGD)	Historical Annual Average Withdrawals (MGD)
Historical	2009	7.39	6.03
	2010	7.53	6.61
	2011	7.55	7.06
	2012	7.14	7.02
	2013	7.22	6.27
	2014	7.07	5.72
	2015	7.14	6.32
	2016	7.24	6.71
	2017	7.32	6.59
	2018	7.48	6.59
	2019	7.56	6.91
	2020	7.69	6.85
	2021	7.8	6.33
	2022	7.93	6.20
Permitted Withdrawal	2023	8.04	5.95
	2024	8.18	-

The city has an overall permitted daily flow withdrawal limit from all wells and established withdrawal limits for each wellfield. ^{(b)(1)} The table shows the currently permitted withdrawal limits for each of the City's existing wellfields.



Table 5: Permitted Average Daily Withdrawals from Each Wellfield

Year	Division Avenue Wellfield (MGD)	SR 40 Wellfield (MGD)	Hudson Wellfield (MGD)	Rima Ridge Wellfield (MGD)	Breakaway Trails Wellfield (MGD)
2014	1.65	0.58	1.51	3.15	0.312
2015	1.65	0.59	1.58	3.15	0.312
2016	1.65	0.60	1.69	3.15	0.312
2017	1.65	0.61	1.76	3.15	0.312
2018	1.65	0.61	1.93	3.15	0.312
2019	1.65	0.61	2.01	3.15	0.312
2020	1.65	0.61	2.16	3.15	0.312
2021	1.65	0.61	2.28	3.15	0.312
2022	1.65	0.61	2.43	3.15	0.312
2023	1.65	0.61	2.45	3.15	0.312
2024	1.65	0.61	2.45	3.15	0.312

2.6 HISTORIC RAW WATER USAGE

Historical raw water use data has been compiled from records kept by the City. **Table 6** The data range from 2015 to 2022. The main point is that the City's raw water system has experienced peak day ratios up to 1.43 times the annualized average daily flow values.

Table 6: Historical Raw Water Usage

Year	Annualized Average Daily Flow (MGD)	Peak Month Flow (MGD)	Peak Day Flow (MGD)	Peak Day Ratio to AADF	Annual % Increase of ADF Flow Values
2015	6.322	6.740	7.870	1.25	
2016	6.713	7.260	8.070	1.20	6.18%
2017	6.588	7.100	7.620	1.16	-1.86%
2018	6.588	7.110	7.880	1.20	0.00%
2019	6.913	7.250	8.540	1.24	4.93%
2020	6.845	7.270	8.660	1.27	-0.98%
2021	6.330	6.990	7.930	1.25	-7.52%
2022	6.203	6.560	7.720	1.24	-2.01%
2023	5.945	6.140	8.490	1.43	-4.08%
Averages	6.563	7.034	8.036	1.25	-0.67%



2.7 EXISTING WATER TREATMENT SYSTEM

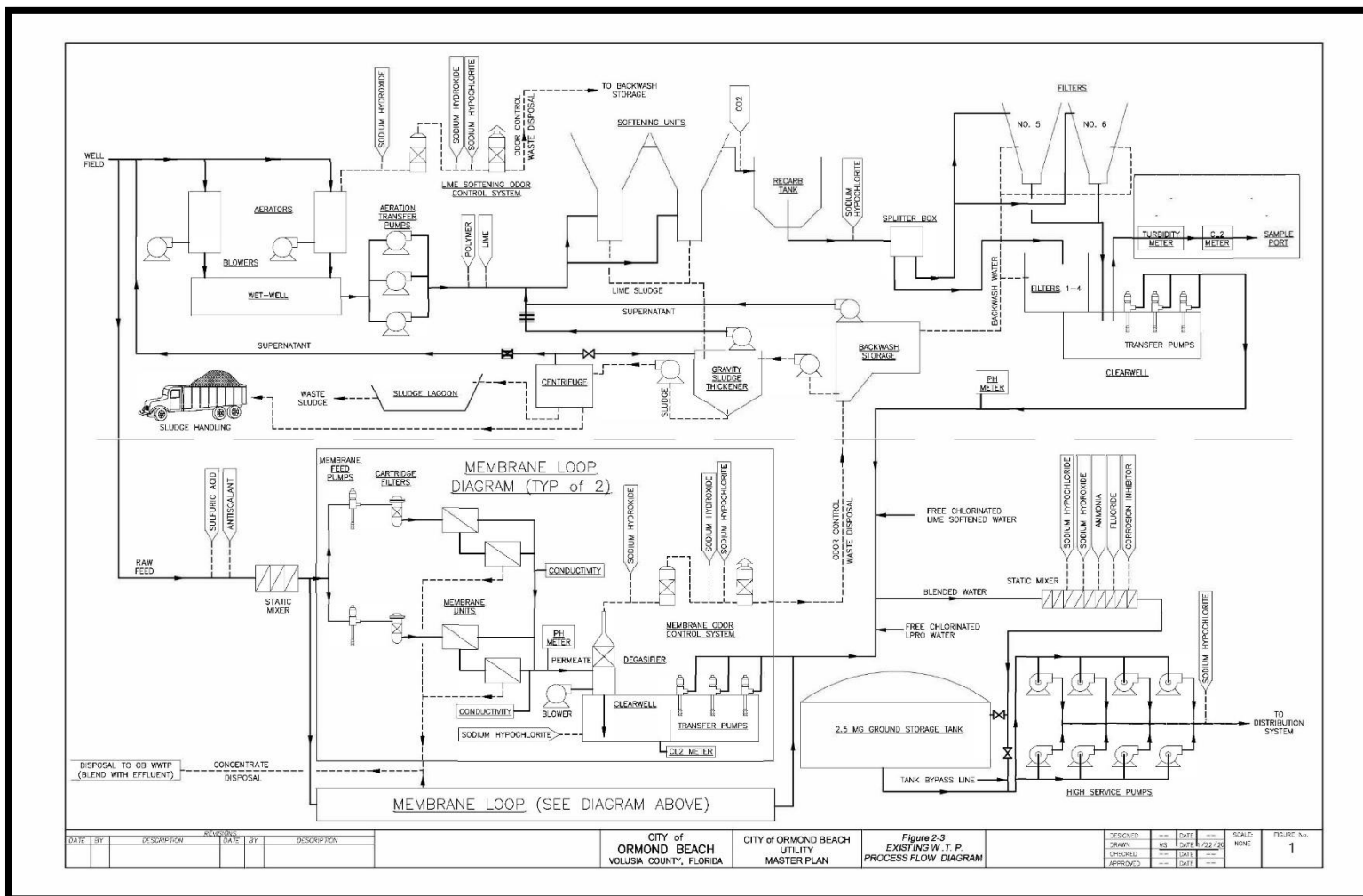
Once raw water is pulled from the upper Floridan aquifer from the City's wellfields, the water is transferred to the City's water treatment plant (WTP), which is treated and conditioned before entering the potable distribution system. The permitted capacity of the City's WTP is listed as 12.0 MGD. This 12.0 capacity is split between an 8.0 MGD lime softening process and a 4.0 MGD low-pressure reverse osmosis (LPRO) process, with both processes being at the same plant location. The physical address of the plant is 298 Tomoka Avenue. The lime softening process includes the following treatment processes: aeration, lime softening, recarbonation, filtration, and disinfection. The LPRO process consists of the following treatment processes: pre-treatment via cartridge filters, feed pumps, membrane skids, chlorine contact chambers, and transfer pumps. The LPRO plant has the advantage of treating raw water with higher chloride levels, but the treatment process requires sacrificing additional raw water. This sacrificed water is designated as a concentrate, which ultimately gets sent to the City's water reclamation facility (WRF) for blending with the City's reclaimed water. **Figure 4** showcases the City's WTP process diagram.

The potable water distribution system primarily includes the following components:

- Four (4) inline booster pump stations
- Main plant storage tanks (2.5 MG Capacity split between two (2) tanks)
- Standish storage tank (1.0 MG Capacity)
- Leeway storage tank (1.0 MG Capacity)
- Approximately 370 miles of distribution piping



Figure 4: WTP Process Diagram





2.8 EXISTING RECLAIMED WATER INFRASTRUCTURE

The City operates a public-access reclaimed water system. The primary source of reclaimed water produced and distributed in the system is treated effluent generated at the City's Regional WRF at 550 North Orchard Street. The Florida Department of Environmental Protection (FDEP) regulates the system under the terms of operating permit # FL0020532.

The City's reclaimed water distribution system primarily includes the following components:

- WRF plant storage tanks (7.0 MG split between two tanks)
- WRF high-service pumping station
- A 2.0 MG storage tank and pump station at Breakaway Trails
- A 0.8 MG storage tank and pump station at Shadow Crossings
- One (1) inline booster station on Airport Road
- Approximately 75 miles of distribution piping

Table 7 showcases the City's average daily reclaimed water flow by month throughout the calendar year of 2022, with the yearly average daily flow into the WRF being 5.39 MGD. The showcased data is based on data recorded by WRF personnel. The primary item to note is that while the city has an annual average reuse rate of 80%, the overall reuse rate fluctuates from roughly 60% to nearly 100% based on the months or time of year. In essence, the city has enough reclaimed supply during the wetter (winter) months but generally does not have enough supply during the drier (summer) months. Additionally, the City does not currently have adequate storage capacity to allow for a more uniform year-round distribution of reclaimed demand. As such, the city is forced to discharge the excess reclaimed water to the Halifax River during periods of low usage, both during the non-growing season (Oct-March) and during periods of high rainfall.



Table 7: 2022 Historical Reuse Flows

Month	Average Flow Thru Plant (MGD)	Average Flow from WTP Concentrate (MGD)	Average Flow to River (MGD)	Flow to Reuse to (MGD)	Percent Reused
January	5.36	0.12	1.34	4.14	76%
February	4.94	0.12	1.09	3.97	78%
March	5.16	0.34	1.45	4.05	74%
April	5.27	0.36	1.21	4.42	79%
May	4.73	0.36	0.43	4.66	92%
June	4.39	0.37	0.01	4.75	100%
July	4.49	0.37	0.23	4.63	95%
August	4.52	0.37	0.21	4.68	96%
September	5.60	0.32	1.42	4.50	76%
October	8.08	0.37	3.45	5.00	59%
November	6.78	0.36	2.96	4.18	59%
December	5.37	0.37	1.47	4.27	74%
Average	5.39	0.32	1.27	4.44	80%

Other sources of reclaimed water, aside from treated effluent, include:

- Concentrate from the City's WTP RO process: Approx. 0.5-1.0 MGD
- Holly Hill reclaimed interconnect: Approx. 0.5-1.0 MGD
- Five (5) irrigation wells in the Hudson Wellfield (turned on as needed)

2.9 RECLAIMED WATER SCHEDULING

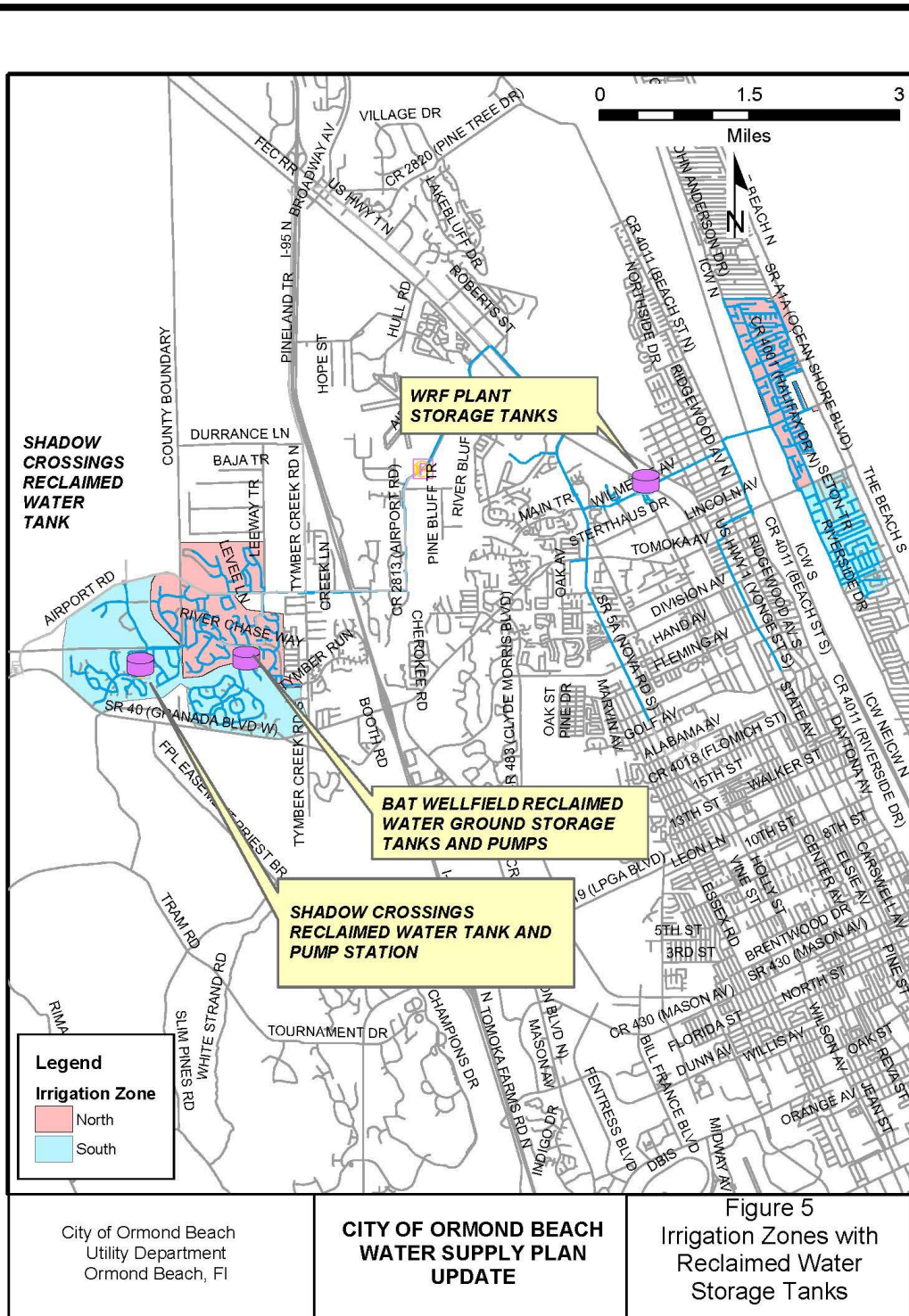
City ordinances state that under normal conditions, irrigation may only occur between 4 PM and 10 AM. Available reclaimed water, however, is generally fully utilized on most nights, especially during the drier months in the early growing season. During these peak irrigation periods, the city regularly runs out of reclaimed water before 10 AM, showcasing the city's current reclaimed water schedule. Conceptually, the schedule was set up to allow half of the City's customers to irrigate at a time, thereby reducing excess consumption and helping to alleviate pressure drops. Implementing this watering schedule has enabled the city to meet the demands of its reclaimed water customers on most days.

Table 8: Current Reclaimed Water Irrigation Schedule

Location	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
North Breakaway	OFF	ON	OFF	OFF	OFF	ON	OFF
South Breakaway	OFF	OFF	ON	OFF	OFF	OFF	ON
Hunters Ridge	OFF	OFF	ON	OFF	OFF	OFF	ON
North Peninsula	OFF	OFF	ON	OFF	OFF	OFF	ON
South Peninsula	OFF	ON	OFF	OFF	OFF	ON	OFF
Forest Quest, Briargate, & Deer Creek	OFF	ON	OFF	OFF	OFF	ON	OFF
Pineland	OFF	OFF	ON	OFF	OFF	OFF	ON
Mallards Reach	OFF	ON	OFF	OFF	OFF	ON	OFF



Figure 5: Irrigation Zones with Reclaimed Water Storage Tanks





2.10 RECLAIMED WATER CONSERVATION CHALLENGES

The City currently serves approximately 3,000 reclaimed customers. Based upon the average reclaimed demand of 4.44 MGD showcased in **Table 7**, this equates to the average City customer using approximately 1,480 gallons per day of reclaimed water. According to SJRWMD's recommendations, the average reclaimed customer should utilize no more than 500-900 gallons of reclaimed water per day. As such, the current demand data suggests that the City's existing customers are using more reclaimed water than they should be.

In the future, the City would like to add additional reclaimed water customers to the City's infrastructure. Adding reclaimed customers would likely reduce potable irrigation demand and also likely reduce surface water effluent discharges. In order to add additional customers, however, the City will need to look at the use of large volume storage to buffer the reclaimed demand, as well as implementing additional policy changes aimed at curbing excess reclaimed water usage. The City welcomes any input or discussion SJRWMD would like to have regarding reclaimed water conservation practices. Implementing the watering scheduling system has been shown to curb some of the excess usage that was present many years ago, but there is still room for improvement. Some methods for managing reclaimed water currently being discussed internally by City staff include public education, metering, remote valving, and increasing enforcement of existing regulations.

2.11 INTERCONNECTS

The City of Ormond Beach currently has six (6) local interconnects with utilities in the surrounding area. These interconnects are not typically utilized, but they are inspected and maintained by City staff on a routine basis as the City recognizes the overall importance of these interconnects.

The City of Holly Hill has three (3) emergency interconnects with the City. These are generally located on Ridge Avenue, South Center Street, and South Nova Road. The City of Daytona Beach has two (2) emergency interconnects with the City. These are generally located on Williamson Boulevard and North Atlantic Avenue. Volusia County has one (1) emergency interconnect with the City. This interconnect is generally located north of Plantation Oaks Boulevard.

3. IDENTIFICATION OF NEEDED FACILITIES

3.1 ANTICIPATED WATER DEMAND PROJECTIONS

The City of Ormond Beach anticipates developments throughout the service area over the next ten years. These planned developments include Avalon Park Daytona Beach, Hunter's Ridge—Flagler County Development of Regional Impact, Plantation Oaks, and Ormond Crossing.

Table 9 and **Table 10** have been created to showcase the projected potable and wastewater demands anticipated for the city over the next 10 years. This includes the demands from the aforementioned developments along with an additional column being added to the account for overall organic growth. This column is meant to represent the



overall increase in demand that would occur on its own regardless of any development. The organic growth rate of 1.5% was chosen based upon historical data and previous master plan documents. This growth values are subject to change and are monitored as part of the annual; Capital Improvement Plan. Additionally, a projected population for the City's service area has also been included within **Table 9**. The initial population for calendar year of 2024 was obtained by multiplying the City's current potable water meter count of 23,685 by 2.30. Subsequent projection years were estimated by taking the increase in total project average annual daily flow (AADF) value per each calendar year and dividing it by 125 gallons per person while rounding to four digits. These aforementioned values of 2.30 and 125 are estimates utilized by Staff based primarily off of historical trends within the City's service area.

Table 10 utilizes the same projection values of **Table 9**, but the 2024 calendar year value for the reclaimed AADF was obtained by reviewing 2023 discharge monitoring reports (DMR) for the City's water reclamation facility (WRF). The different starting values for the water demand and the reclaimed availability are predominately due to not every existing customer within the City's service area utilizing the City's sewer services. When considering the values present in **Table 10**, staff would like to inform the SJRWMD team that the city currently plans on constructing a secondary WRF in the upcoming calendar years. This new facility will aid the City with future wastewater treatment capacity. Additional detail pertaining to this planned facility was left out of this report due to staff feeling such information was not pertinent to a water supply planning document. With that being said, however, staff welcomes any conversations that the SJRWMD team would like to have with the City regarding this facility if reviewers at the district feel it would be beneficial to conservation efforts.



Table 9: Projected Potable Water Demands in MGD - 2024 to 2034

Year	Projected AADF with 1.5% Organic Growth	Projected AADF of Planned Developments	Total Projected AADF Potable Demand*	Projected Population in City Service Area
2024	6.296	0.521	6.817	54,475
2025	6.390	1.736	8.126	64,950
2026	6.486	1.955	8.441	67,470
2027	6.584	2.207	8.791	70,260
2028	6.682	2.528	9.210	73,620
2029	6.783	2.801	9.584	76,610
2030	6.884	2.930	9.814	78,450
2031	6.988	3.059	10.047	80,310
2032	7.092	3.189	10.281	82,190
2033	7.199	3.318	10.517	84,070
2034	7.307	3.447	10.754	85,970

*Projected potable water demands are for planning purposes and actual development trend will be reviewed with the annual Capital Improvement Plan.

3.2 PROJECTED WASTEWATER SUPPLY/RECLAIMED WATER AVAILABILITY

Table 10: Projected Reclaimed Water Supply in MGD - 2024 to 2034

Year	Projected AADF with 1.5% Organic Growth	Projected AADF of Planned Developments	Total Projected AADF Reclaimed Supply*
2024	5.40	0.521	5.921
2025	5.48	1.736	7.217
2026	5.56	1.955	7.518
2027	5.65	2.207	7.854
2028	5.73	2.528	8.259
2029	5.82	2.801	8.618
2030	5.90	2.930	8.835
2031	5.99	3.059	9.052
2032	6.08	3.189	9.272
2033	6.17	3.318	9.492
2034	6.27	3.447	9.714

*Projected wastewater/reclaimed water supply are for planning purposes and actual development trend will be reviewed with the annual Capital Improvement Plan.



3.3 PROJECTED CONSUMPTIVE USE PERMIT ALLOCATION

Table 11 showcases the City's current permitted raw water withdrawal limit and the projected raw water demands for the years 2024 to 2034. The anticipated CUP requested allocation was calculated by adding 1.0 MGD to the projected raw water demands previously shown in **Table 9**. The values showcased within **Table 11** suggests that the City's projected raw water withdrawal requirements will escalate in the upcoming years primarily due to the proposed developments mentioned in section 3 of this report. The City is currently in discussion with SJRWMD regarding renewing their CUP allocations. As such, the request allocation values in this report are subject to change.

Table 11: Projected CUP Values

Year	Current Permitted Annual Average Raw Water Withdrawal (MGD)	Projected Raw Water Demands (MGD)	Anticipated CUP Request Allocation (MGD)
2024	8.18	6.817	
2025		8.126	9.126
2026		8.441	9.441
2027		8.791	9.791
2028		9.210	10.21
2029		9.584	10.584
2030		9.814	10.814
2031		10.047	11.047
2032		10.281	11.281
2033		10.517	11.517
2034		10.754	11.754

3.4 RAW WATER SOURCE NEEDS

Based upon the projected raw water usage requirements shown in **Table 11**, the City will need the ability to withdrawal at least 11.754 MGD worth of raw water by 2033. Using the existing wellfield information summarized in **Table 2** of this report, the City's existing wells can currently supply a theoretical maximum of 13.9 MGD worth of raw water withdrawal. Typical raw water rotation guidelines recommend that the City should have the capability to withdrawal at least 2.0 times the anticipated demand from the upper Floridan aquifer. Having this 2.0 factor of safety allows for rotation of wells and also reduces the criticality of any single well going out of service. In order to reach this 2.0 factor of safety, the City will need to look at adding approximately 7.6 MGD worth of withdrawal capabilities over the course of the next ten years. Assuming approximately 500 GPM from a new well, this would correspond to the City needing to construct approximately 12 new wells. The location, depth, and GPM value for these new wells is currently being discussed within the CUP renewal process.

Alternative options for the City to obtain additional raw water include: utilizing Lower Floridan Aquifer (LFA) ground water, withdrawing surface water from the St. Johns River, and demineralization of seawater. Implementation of any of these alternative ideas, however, would have a significant cost burden placed upon the City. As such, these ideas



are not currently being pursued, but may be considered if significant funding opportunities or partnerships present themselves.

3.5 RAW WATER CAPITAL PROJECTS

The projects listed within this section are intended to highlight the City's anticipated path forward with regard to capital project construction for anticipated raw water needs identified in section 3 of this report. The capital improvement projects shall be reviewed annually as part of the city's budget and capital improvement plan process. In order to meet the projected demands of the raw water projection of 10.75 listed in **Table 11** for the calendar year 2034 with a 2.0 factor of safety, the City's existing raw water system will need to be reinforced and expanded upon. The projects listed within this section are aimed at establishing redundancy and adequate supply for the City in the years to come.

3.5.1 Raw Water Main Reinforcement

One of the main concerns the City has regarding the existing raw water transmission system is the overall dependence on the existing 24-inch main that runs along Granada Blvd from the utility easement located between Shadow Crossings and Breakaway Trails to the existing Walmart. If anything were to ever happen to this 24-inch main, the City would lose the capability to transfer water from the Hudson and Rima Ridge wellfields back to the existing water treatment plant. To reduce this overall potential vulnerability, the City is currently in the process of completing the design of a secondary, redundant, raw water main from Hunter's Ridge to Williamson Boulevard. A preliminary cost estimate is shown in **Table 12**. This project is intended to be implemented in the short term.

Table 12: Raw Water Main Reinforcement - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
16-inch Raw Water Main	13,500	LF	\$120	\$1,620,000
Valves and Fittings	1	LS	\$380,000	\$380,000
Construction Sub-Total				\$2,000,000
Contingency @ 20%				\$400,000
Engineering & CEI @ 15%				\$300,000
Total Estimated Project Cost				\$2,700,000

3.5.2 Hudson Wellfield Expansion

The City currently has three (3) additional wells permitted for construction within the Hudson Wellfield as was permitted in the previous CUP application. The City has executed a task order with one of the consultants for the design of these new wells and the goal is to bring these wells online by the end of calendar year 2024. As such, this project is categorized as short term. A preliminary cost estimate is included in **Table 13**.



Table 13: Hudson Wellfield Expansion - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
New UFA Wells, Pumps and Mechanical Equipment	3	EA	\$300,000	\$900,000
Well Access and Sitework	1	LS	\$500,000	\$500,000
Raw Water Main Piping	1	LS	\$200,000	\$200,000
Electrical and Instrumentation	1	LS	\$100,000	\$100,000
Emergency Power Generator	1	EA	\$200,000	\$200,000
Construction Sub-Total				\$1,900,000
Contingency @ 20%				\$380,000
Engineering & CEI @ 15%				\$285,000
Total Estimated Project Cost				\$2,565,000

3.5.3 Rima Ridge Wellfield Expansion

The City would benefit from constructing additional raw water wells in the Rima Ridge wellfield. This proposed project currently seeks to add three (3) new wells in the medium to long term time horizon. Estimated withdrawal capacity from each future well is approximately 500 GPM. A preliminary cost estimate is included in **Table 14**. This project along with the prospect of a new wellfield will be discussed with SJRWMD during the CUP renewal process and is listed an intermediate project in the City's capital improvement program.

Table 14: Rima Ridge Wellfield Expansion - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
New UFA Wells, Pumps and Mechanical Equipment	3	EA	\$375,000	\$1,125,000
Well Access and Sitework	1	LS	\$650,000	\$650,000
Raw Water Main Piping	1	LS	\$275,000	\$275,000
Electrical and Instrumentation	1	LS	\$200,000	\$200,000
Emergency Power Generator	1	EA	\$200,000	\$200,000
Construction Sub-Total				\$2,450,000
Contingency @ 20%				\$490,000
Engineering & CEI @ 15%				\$367,500
Total Estimated Project Cost				\$3,307,500

3.5.4 Establish New Wellfield

The projected raw water demands demonstrate that the city will need to add raw water withdrawal capabilities in the upcoming years and construction of a new wellfield will be the most cost-effective option. Achieving a factor of 2.0 for raw water production to raw water demand would give the city greater flexibility to rotate wells, reducing saltwater up-coning and allowing for better control over elevated chloride levels. As previously mentioned, in order to reach this recommended 2.0 production capability, the city would



need to construct at least 12 new wells in the future. Assuming three (3) additional wells are installed within the Hudson Wellfield and three (3) additional wells are installed within the Rima Wellfield, the City should anticipate approximately six (6) wells within the new wellfield. At this point in time, no cost estimate has been established due to the unknown future wellfield site location. This project will be discussed with SJRWMD during the CUP renewal process and is considered a long-term project.

3.6 WATER TREATMENT SYSTEM CAPACITY IMPROVEMENT PROJECT

Based upon the average day potable water demand flow projection of 10.75 listed in **Table 9** for the year 2034, the City's existing water treatment plant will be challenged to provide adequate treated potable water in the long-term future. Typical FDEP recommendations are to plan for additional treatment capacity once the facility nears 80% capacity, which would be 9.6 MGD for the City. As such, the City is currently looking at constructing an additional potable water treatment facility in the future. The projects listed below are aimed at establishing such a facility.

3.6.1 Future Water Treatment Plant Evaluation Report

Due to the complexity of bringing a water treatment plant online, the City plans on conducting an evaluation report prior to the design process. The evaluation report is aimed at reviewing the following items as a minimum: site usability, technology selection, permitting requirements, staffing requirements, raw water quality, any potential blending requirements, and storage and pumping needs. **Table 15** shows a conceptual cost estimate for this evaluation report. This project is currently listed as long term.

Table 15: Future Water Treatment Plant - Evaluation Report

Item Description	Qty	Unit	Unit Cost	Total Cost
Site Evaluation and Technology Report	1	LS	\$250,000	\$250,000
			Contingency @ 20%	\$50,000
			Total Estimated Project Cost	\$300,000

3.7 WATER SYSTEM CAPACITY IMPROVEMENT PROJECT

The City currently owns undeveloped property west of I-95 near the intersection of Airport Road and Granada Boulevard. This property has been discussed as being a suitable location for a new water treatment facility. Establishing a new facility at this site would allow the City to treat raw water and distribute finished water to the western service area from this location, as opposed to pumping raw water from the western wellfields to the existing WTP only to then have the existing WTP redistribute the treated water back to the western region. The final site location and potential treatment process, however, will be impacted by the evaluation report. The City would welcome any input from SJRWMD for this upcoming facility. This project is currently listed as long term and a preliminary cost estimate is included in **Table 16**.



Table 16: New Western Water Treatment Plant - Preliminary Cost Estimate

Item Description	Qty	Unit	Unit Cost	Total Cost
3.0 MGD Water Treatment Plant	1	LS	\$30,000,000	\$30,000,000
Construction Sub-Total				\$30,000,000
Contingency @ 20%				\$6,000,000
Engineering & CEI @ 15%				\$4,500,000
Total Estimated Project Cost				\$40,500,000

3.8 RECLAIMED WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECTS

With the establishment of Policy 1.3.5, which is aimed at 100% reuse utilization by 2030, the City will need to add additional storage capacity and also add additional customers to its existing reclaimed water system. The projects within this section are poised to achieve this objective by creating and connecting a reclaimed water reservoir and by showcasing regions of the City's service area that the reclaimed system could be expanded to in the upcoming years.

3.8.1 Reclaim Main Extension to Reservoir

Based upon previous hydraulic modeling endeavors, the existing 10-inch reclaimed main on Airport Road has been identified as experiencing velocities around 12.0 ft/s during the daytime when filling the City's western storage tanks. For reclaimed water distribution systems, velocities greater than 8 ft/s are typically considered unacceptable. As such, this main is considered undersized and is considered by Staff as being the primary issue with transferring reclaimed water to the western portion of the City's service area. To remedy this situation, the City intends to replace the existing reclaimed main with a new pipe of a greater diameter to increase reliability, reduce experienced velocities, and add capacity to accommodate increased future demand. Additionally, this proposed project would also install a new main to the north of Airport Road such that it would connect the City's existing water reclamation facility to a future reclaimed water reservoir site. The City currently believes an 18-inch diameter main from the Airport Road booster station to the reclaimed reservoir site will achieve the desired outcomes of reducing velocities while also increase storage capabilities. A conceptual cost estimate for this project is shown in **Table 17**. City staff is currently in the initial design phase of this project. As such, this project is listed as being short term.



Table 17: Reclaimed Main Extension to Reservoir - Preliminary Cost Estimate

<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Mobilization and General Conditions	1	LS	\$350,000	\$350,000
18-inch Reclaimed Water Main	28,000	LF	\$110	\$3,080,000
18-inch Gate Valves	14	EA	\$14,000	\$196,000
18-inch Reclaimed Main Tie-In	2	EA	\$15,000	\$30,000
Air Release Valve Assemblies	5	EA	\$5,000	\$25,000
As-Built	1	LS	\$75,000	\$75,000
Clearing and Restoration	1	LS	\$650,000	\$650,000
Total Estimated Construction				\$4,406,000
Contingency @ 20%				\$881,200
Eng., C.A., & Inspection @ 15%				\$660,900
TOTAL ESTIMATED PROJECT COST				\$5,948,100

3.8.2 Reclaim Water Reservoir Tank and Station

Creating a reclaimed water reservoir would allow the City's WRF to store additional reuse water during periods of low demand while also providing an augmentation source when periods of high demand occur. The City is currently in the planning process of constructing a reservoir in Flagler County near Strickland Road. A conceptual cost estimate is included in **Table 18**. This project is currently listed with a short-term designation.

Table 18: Reclaimed Water Reservoir Tank and Station - Preliminary Cost Estimate

<i>Item Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Mobilization and General Conditions	1	LS	\$300,000	\$300,000
Sitework	1	LS	\$125,000	\$125,000
18-inch Reclaimed Main	100	LF	\$110	\$11,000
2 MG Storage Tank	1	EA	\$1,500,000	\$1,500,000
Pump Station	1	LS	\$750,000	\$750,000
Filtration Unit	1	LS	\$350,000	\$350,000
Electrical and Instrumentation	1	LS	\$375,000	\$375,000
As-Built and Restoration	1	LS	\$80,000	\$80,000
Reservoir Excavation*	1	LS	\$0	\$0
Construction Sub-Total				\$3,491,000
Contingency @ 20%				\$698,200
Engineering Design and CEI @ 15%				\$523,650
Total Estimated Project Cost				\$4,712,850

*Excavation of Reservoir assumed to be sold as a borrow pit



3.8.3 New Reclaim Water Storage Tank and Pump Station

With the potential construction of a new water treatment plant and a new water reclamation facility in the western service area, the construction of a reclaimed water storage tank and pump station in the same general vicinity would be a reasonable addition. As such, the City anticipates constructing a 3.0 MG reclaimed water storage tank to add additional reclaimed water storage.

A conceptual cost estimate for this project is included in **Table 19**. This is considered an intermediate term project. This project is partially dependent on the completion of the new western plants projects previously mentioned, and may ultimately be combined within those future projects.

Table 19: Reclaimed Water Storage Tank/Pump Station - Preliminary Cost Estimate

<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Mobilization and General Conditions	1	LS	\$250,000	\$250,000
3.0 MG Reuse Storage Tank	1	LS	\$1,600,000	\$1,600,000
Reuse Pump Station	1	LS	\$750,000	\$750,000
Sitework and Yard Piping	1	LS	\$150,000	\$150,000
20-inch Reclaimed Water Main	100	LF	\$150	\$15,000
20-inch Valves	2	EA	\$14,500	\$232,000
Electrical and Instrumentation	1	LS	\$150,000	\$150,000
As-builts / Layout	1	LS	\$81,000	\$81,000
Clearing, MOT, and Restoration	1	LS	\$50,000	\$50,000
Total Estimated Construction				\$3,278,000
Contingency @ 20%				\$655,600
Eng., C.A., & Inspection @ 15%				\$491,700
TOTAL ESTIMATED PROJECT COST				\$4,425,300

3.8.4 Southern Peninsula Reclaimed Expansion

The City currently has a large number of reclaimed customers on the peninsula portion of the City's service area. As such, expansion of the reclaimed water system on the peninsula to serve customers that do not currently have reclaimed available would make practical sense. Based upon recent hydraulic modeling reports, however, the City has found that the reclaimed system cannot accommodate additional flow due to having only one subaqueous reclaimed crossing. To alleviate this bottleneck, the City is currently in the process of planning for a secondary subaqueous crossing under the Halifax River in the intermediate time frame. With this project completed, the City would be able to expand the existing reclaimed water system on the beachside to serve additional customers. Establishing additional customers on the peninsula would allow for the City to reduce the amount of potable water used for irrigation purposes. This project is currently on the City's long-term radar and conceptual cost estimate will be made during the next major master plan update.

3.8.5 Ormond Crossings Reclaimed Transmission Loop

With the proposed Ormond Crossings development, the developer is currently looking at the potential for installing a reclaimed water main system in the developed area. Theoretically, if the City and developer could work together to install a reclaimed system



that spanned to both the north and south side of the Ormond Crossings region, then this would allow for the City to establish a reclaimed water main looped system from US1 to Airport road. Doing so would allow the City to add additional customers to the reclaimed water system, decrease the amount of potable water used for irrigation purposes in the planned development, and improve reliability in the overall reclaimed system. This project, however, is currently tentative due to the overall nature of development. As such, this project is currently listed as a long-term endeavor dependent upon the developer's timetable. A conceptual cost estimate will be made during the next major master plan update.



4. FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

Below is water, wastewater and reclaim projects within the city's five-year capital improvement plan.

Table 20: Fund 409, Water and Wastewater R and R (Annual)

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
409-Water and Wastewater R and R (Annual)						
EXPENDITURE						
148 Fire Hydrant and Valve Expansion Pro	175,000	175,000	175,000	175,000	175,000	875,000
150 General Facility and System Upgrade	850,000	850,000	850,000	850,000	850,000	4,250,000
152 Lift Station Rehabilitation	75,000	1,383,362	600,000	600,000	600,000	3,258,362
155 Manhole Rehabilitation Program	150,000	150,000	150,000	150,000	150,000	750,000
157 Meter Installation	90,000	90,000	90,000	90,000	90,000	450,000
158 Pretreatment Effluent Pump Replace	180,000	180,000	180,000	180,000	0	720,000
160 Sanitary Sewer Inflow Infiltration	300,000	300,000	300,000	300,000	300,000	1,500,000
TOTAL EXPENDITURES	1,820,000	3,128,362	2,345,000	2,345,000	2,165,000	11,803,362

Table 21: Fund 409, Water and Wastewater R and R (Capital)

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
409-Water and Wastewater R and R (Capital)						
EXPENDITURE						
164 Airport Road Reclaim Water Main PH	1,100,000	0	0	0	0	1,100,000
165 Shadow Crossings Reuse Pump Facil	415,000	0	0	0	0	415,000
167 Water Main Replacement	2,600,000	300,000	0	0	0	2,900,000
172 SR40 Utility Adjustments	33,000	0	0	0	0	33,000
173 WRF Filter Modifications	0	320,000	5,215,000	0	0	5,535,000
175 Halifax River Force Main Crossing	0	0	153,000	1,913,300	0	2,066,300
177 Existing Wellfield Repairs	0	0	0	145,000	1,778,750	1,923,750
TOTAL EXPENDITURES	4,148,000	620,000	5,368,000	2,058,300	1,778,750	13,973,050



Table 22: Fund 434, Water Impact Fees

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
<u>434-Water Impact Fees</u>						
EXPENDITURE						
180 Hudson Wellfield Expansion	2,572,500	0	0	0	0	2,572,500
182 Utility Master Plan Update	0	320,000	0	0	0	320,000
TOTAL EXPENDITURES	2,572,500	320,000	0	0	0	2,892,500
FUNDING						
Wastewater Impact Fees	0	160,000	0	0	0	160,000
Water Impact Fees	2,572,500	160,000	0	0	0	2,732,500
TOTAL FUNDING	2,572,500	320,000	0	0	0	2,892,500

Table 23: Fund 499, Water and Wastewater R and R (West Ormond)

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
<u>499-Water and Wastewater R and R (West Ormond)</u>						
EXPENDITURE						
186 West Ormond Utilities Area A WM FM	200,000	2,500,000	0	0	0	2,700,000
188 West Ormond Utilities Potable Tank a	375,000	5,025,000	0	0	0	5,400,000
190 West Ormond Utilities SR40 WM FM	6,280,000	0	0	0	0	6,280,000
192 West Ormond Utilities WRF	6,500,000	37,250,000	37,250,000	0	0	81,000,000
194 West Ormond Utilities WRF Site Impr	1,620,000	0	0	0	0	1,620,000
196 West Ormond Utilities Airport Rd FM	0	275,000	3,059,500	0	0	3,334,500
198 West Ormond Utilities - New Rima W	0	0	300,000	3,007,500	0	3,307,500
200 West Ormond Utilities Hand Ave FM	0	0	300,000	4,020,000	0	4,320,000
202 West Ormond Utilities SR40 Parallel	0	0	225,000	2,880,000	0	3,105,000
204 West Ormond Utilities WTP Evaluatio	0	0	0	300,000	0	300,000
206 West Ormond Utilities - New Raw Wat	0	0	0	0	20,452,500	20,452,500
208 West Ormond Utilities WTP	0	0	0	0	47,250,000	47,250,000
TOTAL EXPENDITURES	14,975,000	45,050,000	41,134,500	10,207,500	67,702,500	179,069,500



5. WATER SUPPLY POLICY UPDATES TO COMPREHENSIVE PLAN

Utilities Element

POLICY 1.2.5 (Modified)

The City will implement the traditional and alternative water supply projects ~~scheduled for completion by 2013~~ as identified in the Water Supply ~~w~~Work Plan.

POLICY 1.2.6. (New)

The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 1.7.2. (Modified)

Projected demands ~~through the year 2015~~ shall be met by undertaking those projects as identified in the Capital Improvements Element.

POLICY 5.2.1. (Modified)

The City shall maintain a ~~w~~Water ~~s~~Supply ~~facilities w~~Work ~~p~~Plan that is coordinated with St. Johns River Water Management District's ~~District~~ Regional Water Supply Work Plan by updating the work plan within 18 months of an update to the District's ~~District~~ Regional Water Supply Plan that affects the City.

POLICY 5.2.2. (Modified)

The City will participate in the development of updates to St. Johns River Water Management District's water supply assessment and ~~District~~ Regional Water Supply Plan and other water supply development-related initiatives facilitated by the District's that affect the City.

POLICY 5.2.3. (New)

The City's Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.



POLICY 5.3.2. (Modified)

Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:

- a. The City shall ~~work through the Water Authority of Volusia (WAV)~~ continue to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation, and xeriscape.
- b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications.
- c. The City shall require new development to install 'dry-lines' for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund.
- d. The City shall ~~purchase a~~ continue its leak detection systems ~~by 2010~~ which will enable water distribution crews to monitor the entire City's water distribution system through the use of leak noise loggers.

Conservation Element

POLICY 1.2.7. (Modified)

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge

POLICY 5.3.8. (New)

The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.



Capital Improvements Element

POLICY 1.3.2. (Modified)

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

- a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 1,000 gpm or greater as determined by the Chief Fire Official in conjunction with the City Engineer or National Fire Protection Associates (NFPA) guidelines (or its equivalent where a sprinkler system is used) and minimum 20 psi residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

- b. Parks (acres per population): 13 acres per 1,000 population

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level of service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

- c. Roads: The following level-of-service standards are adopted for roadways Citywide:

City County State	LOS Daily	LOS Peak Hour
	C	D
	D	E
	C (SIS/FIHS)	D (TRIP)

- d. Water:

Raw:	An average daily volume of 124 gallons of raw water per capita per day. <u>An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).</u>
------	--



Potable:	An annual average daily volume of 110 gallons per capita per day. <u>An average daily volume of 300 gallons per ERU.</u>
Sewer:	<u>An average daily volume of 270 gallons per ERU.</u>
Reclaimed:	An average of daily volume of 600 GPD per ERU. <u>An average daily volume of 300 GPD per ERU.</u>

Other uses water standards:

<u>Types of Establishments*</u>	
<u>Apartments</u>	<u>0.7 ERU per unit</u>
<u>Bars and cocktail lounges</u>	<u>0.05 ERU per seat</u>
<u>Barbershop</u>	<u>0.25 ERU per seat</u>
<u>Beauty Shop</u>	<u>0.5 ERU per seat</u>
<u>Car Wash</u>	<u>8.5 ERU minimum</u>
<u>Dentist</u>	<u>0.7 ERU per wet chair</u>
<u>Factories (with Showers or Chemicals)</u>	<u>0.1 ERU per 100 Sq. Ft.</u>
<u>Factories (without Showers or Chemicals)</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>General Commercial / Office Buildings</u>	<u>0.05 ERU per 100 Sq. Ft.</u>
<u>Gas Stations (no car wash)</u>	<u>1.5 ERU per bathroom</u>
<u>Hospitals</u>	<u>0.7 ERU per bed</u>
<u>Hotels and Motels</u>	<u>0.4 ERU per room</u>
<u>Movie theaters, auditoriums, churches</u>	<u>0.02 ERU per seat</u>
<u>Nursing Homes / A.L.F.</u>	<u>0.5 ERU per bed</u>
<u>Restaurants</u>	<u>0.15 ERU per seat</u>
<u>Single-Family residence</u>	<u>1.00 ERU per unit</u>
<u>Schools</u>	<u>0.05 ERU per seat</u>
<u>Townhouse residence</u>	<u>0.7 ERU per unit</u>

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.



- e. ~~Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU).~~

Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

- f. Solid Waste:

Average residential pick-ups per truck.....	1,600
Average commercial pick-ups/truck/route	155
Average residential pick-ups/man/day.....	226
Pounds/capita/day for residential, commercial and industrial waste.....	5.69
Pounds/capita/day for special wastes.....	3

- g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA FIRM maps.



Table D
Utilities
Capital Improvements Schedule
November, 2020

#	Project Description/ Area	Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25	Relationship to Comprehensive Plan
Water Improvements									-
1	Consumptive Use Permit Renewal	Water & Sewer charges	\$350,000	\$0	\$0	\$0	\$0	\$350,000	Utilities Element— Objs. 1.1, 1.7, and 1.8
2	Hudson Wellfield Expansion	Water & Sewer charges	\$0	\$300,000	\$2,300,000	\$0	\$0		Utilities Element— Objs. 1.1, 1.7, and 1.8
3	Secondary Raw Water Main	Water Impact Fees	\$2,384,175	\$0	\$0	\$0	\$0		Utilities Element— Objs. 1.1, 1.7, and 1.8
Water and Sewer Improvements									
4	General Facility and Systems Upgrades	Upgrades— Water 409221	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000	Utilities Element— Objs. 1.1, 1.7, and 1.8
		Upgrades— Sewer 409222	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000	
5	Utility Master Plan Update	Utility Master Plan & Rate Study	\$0	\$0	\$220,000	\$0	\$0		Utilities Element— Objs. 1.1, 1.7, and 1.8
Reclaim Water									
6	Reclaimed Water System Improvements	Water & Sewer charges	\$130,000	\$0	\$0	\$0	\$0	\$130,000	Utilities Element— Objs. 1.1, 1.7, and 1.8
7	New Reuse Ground Storage Tank	Water & Sewer Charges	\$0	\$0	\$0	\$385,000	\$0		Utilities Element— Objs. 1.1, 1.7, and 1.8
Total:			\$3,214,175	\$650,000	\$2,870,000	\$735,000	\$350,000	\$7,819,175	



Table D
Utilities
Capital Improvements Schedule
November, 2020

Funding Source	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 20-25
Water & Sewer charges	\$480,000	\$300,000	\$2,300,000	\$385,000	\$0	\$3,465,000
Upgrades Water 4092221	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
Upgrades Sewer 4092222	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$875,000
Utility Master Plan & Rate Study	\$0	\$0	\$220,000	\$0	\$0	\$220,000
Water Impact Fees	\$2,384,175	\$0	\$0	\$0	\$0	\$2,384,175
Total	\$3,214,175	\$650,000	\$2,870,000	\$735,000	\$350,000	\$7,819,175



Table D
Utilities

Capital Improvements Schedule

Based upon adopted Capital Improvement Plan, December 5, 2023

#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Water Improvements								
1.	Water Main Replacements	Bond Proceeds	\$2,600,000	\$300,000	\$0	\$0	\$0	\$2,900,000
2.	Existing Wellfield Repairs	Water & Sewer Charges & Bond Proceeds	\$0	\$0	\$0	\$145,000	\$1,778,750	\$1,923,750
3.	Hudson Wellfield Expansion	Water Impact Fees	\$2,572,500	\$0	\$0	\$0	\$0	\$2,572,500
4.	West Ormond Utilities Potable Tank and Station	To be determined	\$375,000	\$5,025,000	\$0	\$0	\$0	\$5,400,000
5.	West Ormond Utilities, New Rima Wells	To be determined	\$0	\$0	\$300,000	\$3,007,500	\$0	\$3,307,500
6.	West Ormond Utilities Water Treatment Plant	To be determined	\$0	\$0	\$0	\$300,000	\$0	\$300,000
7.	West Ormond Utilities – New Raw Water Wellfield	To be determined	\$0	\$0	\$0	\$0	\$20,452,500	\$20,452,000
8.	West Ormond Utilities Water Treatment Plant	To be determined	\$0	\$0	\$0	\$0	\$47,250,000	\$47,250,000
Wastewater Improvements								
9.	Water Reclamation Facility Modifications	Water & Sewer Charges & Bond Proceeds	\$0	\$320,000	\$5,215,000	\$0	\$0	\$5,535,000
10.	Halifax River Force Main Crossing	Water & Sewer Charges & Bond Proceeds	\$0	\$0	\$153,000	\$1,913,000	\$0	\$2,066,300
11.	West Ormond Utilities Area A Water Main & Force Main	To be determined	\$200,000	\$2,500,000	\$0	\$0	\$0	\$2,700,000
12.	West Ormond Utilities Water Reclamation Facility	To be determined & Daytona Beach	\$6,500,000	\$37,250,000	\$37,250,000	\$0	\$0	\$81,000,000



#	Project Description/Area	Funding Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
13.	West Ormond Utilities Water Reclamation Facility Site Improvements	To be determined	\$1,620,000	\$0	\$0	\$0	\$0	\$1,620,000
14.	West Ormond Utilities Airport Road FM Extension	To be determined & Daytona Beach	\$0	\$275,000	\$3,059,500	\$0	\$0	\$3,334,500
15.	West Ormond Utilities Hand Avenue FM	To be determined	\$0	\$0	\$300,000	\$4,020,000	\$0	\$4,320,000
16.	West Ormond Utilities SR40 Parallel FM	To be determined	\$0	\$0	\$225,000	\$2,880,000	\$0	\$3,105,000
Water and Sewer Improvements								
17.	SR40 Utility Adjustments	Water & Sewer Charges	\$33,000	\$0	\$0	\$0	\$0	\$33,000
18.	Utility Master Plan Update	Wastewater impact fees and Water impact fees	\$0	\$320,000	\$0	\$0	\$0	\$320,000
19.	West Ormond Utilities SR40 WM FM Loop	To be determined	\$6,280,000	\$0	\$0	\$0	\$0	\$6,280,000
Reclaim Water								
20.	Airport Road Reclaim Water Main, Phase 2	Bond proceeds	\$1,110,000	\$0	\$0	\$0	\$0	\$1,110,000
21.	Shadow Crossings Reuse Pump Facility	Water & Sewer Charges	\$415,000	\$0	\$0	\$0	\$0	\$415,000
TOTAL:			\$21,705,500	\$45,990,000	\$46,502,500	\$12,265,500	\$69,481,250	\$195,944,250
Utilities Funding Schedule								
Funding Source			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	TOTAL FY 23-24 to FY 27-28
Bond Proceeds			\$3,710,000	\$300,000	\$5,215,000	\$1,913,000	\$1,778,750	\$12,916,750
Daytona Beach			\$1,890,000	\$9,550,000	\$10,353,000	\$0	\$0	\$21,793,000
To be determined			\$13,085,000	\$35,500,000	\$30,781,500	\$10,207,500	\$67,702,500	\$157,276,000
Wastewater Impact Fee			\$0	\$160,000	\$0	\$0	\$0	\$160,000
Water & Sewer Charges			\$448,000	\$320,000	\$153,000	\$145,000	\$0	\$1,066,000
Water Impact Fees			\$2,572,500	\$160,000	\$0	\$0	\$0	\$2,732,500
Total			\$21,705,500	\$45,990,000	\$46,502,500	\$12,265,500	\$69,481,250	\$195,944,250

NEW PAGE ADDED



CONSERVATION ELEMENT



CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. WATERSHEDS, LAKES AND RIVERS.....	3
OBJECTIVE 1.1. SPECIES DIVERSITY	3
OBJECTIVE 1.2. SURFACE WATER QUALITY	4
OBJECTIVE 1.3. INTERGOVERNMENTAL COORDINATION	6
OBJECTIVE 1.4. ECOLOGICAL BALANCE	6
OBJECTIVE 1.5. ARTIFICIAL LAKES.....	7
OBJECTIVE 1.6. REZONING	8
GOAL 2. FLOODPLAINS.....	9
OBJECTIVE 2.1. FLOOD DAMAGE	9
OBJECTIVE 2.2. FLOODPLAIN MANAGEMENT	10
GOAL 3. GROUNDWATER.....	13
OBJECTIVE 3.1. SALTWATER INTRUSION AND RECHARGE	13
OBJECTIVE 3.2. INTERGOVERNMENTAL COORDINATION	13
OBJECTIVE 3.3. AQUIFER PROTECTION.....	14
OBJECTIVE 3.4. GROUNDWATER CONTAMINATION.....	14
OBJECTIVE 3.5. DEVELOPMENT	15
GOAL 4. POTABLE WATER	17
OBJECTIVE 4.1. POTABLE WATER SERVICES	17
OBJECTIVE 4.2. INTERGOVERNMENTAL COORDINATION	17
OBJECTIVE 4.3. WATER CONSERVATION.....	18
GOAL 5. VEGETATION	19
OBJECTIVE 5.1. ECOLOGICAL COMMUNITIES	19
OBJECTIVE 5.2. HABITAT AND DEVELOPMENT	20
OBJECTIVE 5.3. NATIVE LANDSCAPING.....	23
OBJECTIVE 5.4. WETLAND PRESERVATION	24

CONSERVATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

GOAL 6. FISH AND WILDLIFE	32
OBJECTIVE 6.1. CONSERVATION	32
GOAL 7. USES OF NATURAL RESOURCES.....	39
OBJECTIVE 7.1. LAND ACQUISITION	39
OBJECTIVE 7.2. IMPACT ASSESSMENT	39
OBJECTIVE 7.3. SUSTAINABILITY	40
GOAL 8. AIR QUALITY	41
OBJECTIVE 8.1. STANDARDS	41
OBJECTIVE 8.2. SITE PLAN REVIEW	42
GOAL 9. MINING AND MINERALS	45
OBJECTIVE 9.1. SAFETY STANDARDS	45
OBJECTIVE 9.2. HISTORICAL SITES	45
OBJECTIVE 9.3. COMMUNITY BENEFIT	46
OBJECTIVE 9.4. RESOURCE PROTECTION	46
GOAL 10. HAZARDOUS WASTES.....	48
OBJECTIVE 10.1. SARA TITLE III COMPLIANCE HAZARDOUS WASTE COORDINATION	48
OBJECTIVE 10.2. EMERGENCY PREPAREDNESS.....	49
GOAL 11. SOIL AND EROSION	50
OBJECTIVE 11.1. DEVELOPMENT	50
GOAL 12. LOW IMPACT DEVELOPMENT.....	52
OBJECTIVE 12.1. LAND DEVELOPMENT CODE AMENDMENTS <u>REGULATIONS</u>	52

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 1. WATERSHEDS, LAKES AND RIVERS

THE CITY SHALL MAINTAIN AND, TO THE MAXIMUM EXTENT FEASIBLE, PROMOTE PROGRAMS TO ENHANCE THE FUNCTIONAL, AESTHETIC AND QUALITATIVE VALUE OF THE HALIFAX RIVER, THE TOMOKA RIVER, THEIR MAJOR TRIBUTARIES, AND ARTIFICIALLY CONSTRUCTED LAKES.

OBJECTIVE 1.1. SPECIES DIVERSITY

The City shall coordinate with the appropriate state and federal agencies to maintain the native aquatic and wetland floral and faunal species diversity of the upper Halifax River and Tomoka River.

POLICY 1.1.1.

The City shall ~~continue to~~ cooperate with State and regional agencies and adjacent local governments in a comprehensive study and inventory of invertebrates and seagrasses in the portions of the Halifax River and the Tomoka Marsh Aquatic Preserve which are located within the City.

POLICY 1.1.2.

The City shall ~~continually~~ coordinate with the appropriate state and federal agencies to identify and prohibit activities that would have a significantly adverse effect on existing eelgrass or seagrass beds. When specific activities are identified, provisions to prohibit and mitigate adverse impacts from said activities shall be incorporated into the Land Development Code.

POLICY 1.1.3.

The City shall ~~continue to request~~ encourage that the State ~~adopt~~ maintain an effective management plan with appropriate funding and personnel to provide meaningful management for the Tomoka Marsh Aquatic Preserve.

POLICY 1.1.4.

~~The City,~~ In cooperation with State, regional, and local agencies, the City shall participate in a program to enhance the aesthetic, recreational, botanical, fish, and wildlife values, of spoil islands.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.1.5.

The City shall continue to work with the Florida Department of Environmental Protection to expand the Tomoka Marsh Aquatic Preserve boundaries to include Dodson Creek, Strickland Creek, and the portion of Thompson Creek east of US 1.

POLICY 1.1.6.

The City shall cooperate with State, regional and local governmental agencies, in an endangered species information program.

POLICY 1.1.7.

Historic stream courses, saltwater marshes, freshwater marshes, and other wetlands shall not be channelized or impeded and shall be retained in their current condition consistent with the wetland regulations of Objective 5.4.

OBJECTIVE 1.2. SURFACE WATER QUALITY

The City shall coordinate with the appropriate state and federal agencies to protect, enhance, and improve the ambient surface water quality of the Halifax River, the Tomoka River and their tributaries.

POLICY 1.2.1.

The City shall coordinate with the Florida Department of Environmental Protection, the St. Johns River Water Management District, the Ponce De Leon Port Authority, and other local governments in the maintenance of an on-going water quality sampling and monitoring program that identifies baseline conditions and standards as parameters to measure changes in water quality.

POLICY 1.2.2.

The City shall, in cooperation with local, regional and State agencies, adopt standards to identify, monitor, and manage point and non-point pollution source discharges. ~~This shall include, at a minimum, a review and update of all non-point source discharge permits, checking for accuracy and completeness.~~

POLICY 1.2.3.

If a central wastewater system is not available, on-site sewage treatment and disposal systems shall not be allowed on lots less than one acre in size.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.2.4.

On-site waste treatment system facilities and drain fields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high-water mark of any surface waterbody, whichever is greater. On-site waste treatment systems should be located as far inland from a waterbody or wetlands as possible.

POLICY 1.2.5.

The City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system when it is within 100 feet of the lot line. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.

POLICY 1.2.6.

The City shall continue to expand its effluent reuse program consistent with the St. Johns River Water Management District permit conditions and recommendations.

POLICY 1.2.7.

~~By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant.~~

The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system drawdown restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.

POLICY 1.2.8.

The operation of the stormwater control utility and the retrofitting of stormwater outfalls shall comply with the recommendations of the adopted Stormwater Master Plan.

POLICY 1.2.9.

The City shall coordinate with State, regional, and local agencies in permitting the construction of new marina facilities; marinas shall not be located in the Tomoka River or its tributaries.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.2.10.

In order to protect surface waters from the activities of adjacent property owners, the City shall educate residents regarding deliberate deposition of lawn debris, washing paint brushes, the use of fertilizers and chemicals or the storage of hazardous chemicals and fuel supplies in close proximity to water bodies. "Close proximity" shall be defined with regard to the proposed activity and the degree to which the adjacent waterbody is to be protected.

OBJECTIVE 1.3. INTERGOVERNMENTAL COORDINATION

The City shall continue to promote intergovernmental coordination to maintain or improve the water quality, water quantity, recreational, fish, and wildlife resource values of the Halifax River, the Tomoka River, and their tributaries.

POLICY 1.3.1.

~~On a continuous basis, t~~The City shall support and promote state and federal agencies programs to improve natural tidal flushing action for the Halifax River to restore ambient water quality.

POLICY 1.3.2.

The City shall ~~coordinate its~~ encourage a water quality testing program with appropriate State, regional and local government testing programs to ensure efficient use of resources and to eliminate duplication of effort.

POLICY 1.3.3.

In cooperation with State, regional, and local agencies, including the Volusia County Sheriff's Department, the City shall participate, where possible, in a river safety program that utilizes to the maximum extent possible, miscellaneous media sources, newspaper advertising, signs, and literature to prevent surface water pollution, to protect manatees and other wildlife, and to promote proper boating safety standards.

OBJECTIVE 1.4. ECOLOGICAL BALANCE

The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River and the Tomoka River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.4.1.

~~On a continuing basis, the City shall coordinate with the appropriate State, regional, and local agencies in the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Tomoka River with other agencies and private organizations.~~ The City shall coordinate with the appropriate State, regional, and local agencies in the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Tomoka River with other agencies and private organizations. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.

POLICY 1.4.2.

On a continuous basis, the City shall encourage college and university studies of the Halifax and Tomoka Rivers.

POLICY 1.4.3.

On a continuous basis, the City shall seek to acquire suitable property to meet public access requirements adjacent to the Tomoka River and its tributaries and the Halifax River for passive park and canoe access facilities.

POLICY 1.4.4.

In order to effectively monitor the effects of development activities on surface water conditions, the applicant or its successors shall provide, as determined by the City, the establishment and operation of a surface water and wetland biological monitoring program.

POLICY 1.4.5.

In calculating maximum potential density or maximum permitted density for any given parcel of property, such calculations shall be exclusive of that portion of the property which is considered to be submerged lands.

OBJECTIVE 1.5. ARTIFICIAL LAKES

Artificially constructed lakes shall be designed and located so as to not negatively affect the aesthetics, ambient water quality, biotic composition/diversity, environmental integrity, flood capacity, public health and safety, or recreational values of the upper Halifax River, the Tomoka River, or their tributaries.

POLICY 1.5.1.

Artificially constructed lakes shall not be included in stormwater management systems which have outfalls into the upper Halifax River, the Tomoka River, or their tributaries

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



without review and recommendations by the Site Plan Review Committee that all pertinent ordinances and standards have been met and that the discharge to the receiving waters will not degrade ambient surface water quality.

POLICY 1.5.2.

Artificially constructed lakes shall not be excavated in wetland systems in the upper Halifax River, the Tomoka River, or their tributaries and shall not lower water levels in these systems.

OBJECTIVE 1.6. REZONING

Rezoning shall be consistent with the Comprehensive Plan and with the objective of preserving ecological systems and the aesthetic qualities of the community.

POLICY 1.6.1.

All rezoning shall be compatible with the objective of protecting wildlife and the environment consistent with the Comprehensive Plan.

POLICY 1.6.2.

The City shall maintain the zoning district entitled "Special Environmental District" (SE). The following criteria shall apply to the implementation of this policy:

- A. The SE district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines:
 - 1. not protected or preserved by a conservation easement; and
 - 2. or part of an approved Master Land Use Plan for a Planned Residential Development.

This area includes mosquito impoundment districts.

- B. The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

POLICY 1.6.3.

In cases where land development regulations and land use classifications will eliminate any reasonable use of real upland property, consideration will be given to public acquisition.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 2. FLOODPLAINS

THE CITY SHALL CONTINUE TO IMPLEMENT CURRENT PROGRAMS AND STUDY AND ADOPT NEW PROGRAMS TO MINIMIZE PUBLIC AND PRIVATE LOSSES AND THREATS TO THE PUBLIC HEALTH, SAFETY AND WELFARE DUE TO FLOOD CONDITIONS AND HAZARDS.

OBJECTIVE 2.1. FLOOD DAMAGE

Flood damage prevention shall be accomplished through restricting new development from obstructing the flow of water and increasing flood heights within a floodplain. To offset any loss of flood storage capacity, compensatory storage is required for new fill, or other obstruction, put in the floodplain by providing an at least equal volume to replace the lost flood storage volume.

POLICY 2.1.1.

The City shall protect the natural functioning values of the floodplains to the maximum extent feasible through wetland buffer requirements, compensatory storage, conservation easements and tree protection ordinances.

POLICY 2.1.2.

The City shall require all new development occurring within the 100-year floodplain to provide for the protection of adjacent properties.

POLICY 2.1.3.

The City shall regulate the deposition of fill material within a floodway in order to prevent damage to the public, as an uncontrolled river may at flood state, pose a threat to life and property in excess of that is anticipated by the 100-year storm in the floodway fringe areas.

POLICY 2.1.4.

Sites for the creation of compensatory storage volume, commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain, shall be on the same or adjacent site, or within the same hydraulically connected basin in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, such as wildlife corridors, or as being within the jurisdictional wetland limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage capacity.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 2.1.5.

Special Flood Hazard Areas shall be interpreted as that portion of the site lying within the boundaries of the 100-year floodplain based on the Official Federal Emergency Management Agency Flood Insurance Study and corresponding Flood Insurance Rate Maps.

POLICY 2.1.6.

The City shall ensure that fill material or other structures do not adversely obstruct the movement of floodwaters natural overland sheet flow or pose a threat to the public health, safety, and welfare.

POLICY 2.1.7.

Areas not filled within the floodplain are to be generally left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design of development is consistent with City codes and standards.

OBJECTIVE 2.2. FLOODPLAIN MANAGEMENT

All development shall continue to be reviewed in accordance with the floodplain management criteria of the City's Flood Hazard Area section of the Land Development Code, as amended, and other applicable policies as contained within the Code of Ordinances and the Comprehensive Plan.

POLICY 2.2.1.

The City shall constantly enforce the flood hazard provisions of Chapter 3, Article II of the Land Development Code which shall contain, at a minimum, provisions for:

- a. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- b. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- c. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- d. Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- e. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 2.2.2.

The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.

POLICY 2.2.3.

The City shall continue to participate in the National Flood Insurance Program.

POLICY 2.2.4.

All development, rezoning, and changes in land classifications shall be reviewed and measured against the environment's capacity to accommodate such action and the extent of harm which the proposed development, rezoning and change in land use may impose upon the established and proper use of neighboring lands.

POLICY 2.2.5.

The City shall periodically review its zoning regulations to ensure that the density which is permitted under each zoning category is consistent with the City's desire to protect the natural functioning values of the floodplain and to protect the quality and quantity of surface water resources.

POLICY 2.2.6.

Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, by acquisition of historic floodplain lands. Various state, regional and local land acquisition programs shall be used for this purpose.

POLICY 2.2.7.

The City shall perpetually enforce the flood hazard provisions of the Land Development Code and amend it as necessary to incorporate recently updated flood insurance studies and flood insurance rate maps and to further bring it into full compliance with revisions of the national flood insurance program floodplain management criteria.

POLICY 2.2.8.

All new public buildings and infrastructure shall be located outside the 100-year floodplain to the maximum extent feasible. Appropriate flood proofing measures shall be undertaken for any public buildings located within the floodplain. Any pump stations or other electrical and mechanical equipment shall be designed to be protected from physical damage by the 100-year flood.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 2.2.9.

The City shall coordinate its floodplain management programs with appropriate Federal, State, regional, and local governments.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 3. GROUNDWATER

THE CITY SHALL SECURE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE, AND PROTECT THE QUALITY AND QUANTITY OF GROUNDWATER RESOURCES IN ORDER TO ENSURE A SAFE AND ADEQUATE WATER SUPPLY FOR PRESENT AND FUTURE GENERATIONS AND, TO PRESERVE GROUNDWATER RESOURCES PRESENTLY IN USE.

OBJECTIVE 3.1. SALTWATER INTRUSION AND RECHARGE

The City shall prevent saltwater intrusion by limiting potentially harmful water extractions and ensuring recharge occurs to the maximum extent practical and technically feasible.

POLICY 3.1.1.

Water conservation measures shall be maintained in the plumbing codes (e.g., require new construction to install water conserving plumbing fixtures) and shall be updated as the technology becomes available.

POLICY 3.1.2.

The City shall continue to deliver effluent for reuse as a component of its effluent disposal program to the maximum extent possible. This shall include “dry-line” requirements for new developments.

~~POLICY 3.1.3.~~

~~The City shall obtain water through interconnections with adjacent utility systems.~~

POLICY 3.1.34.

Potable water withdrawal from areas east of the County buffer zone shall be pumped at an appropriate volume and rate to avoid both saltwater intrusion and decreased aquifer levels. These actions shall be consistent with the City’s approved wellfield operating plan.

OBJECTIVE 3.2. INTERGOVERNMENTAL COORDINATION

Coordinate with Federal, State, regional, and other local agencies to develop intergovernmental responses to groundwater problems.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 3.2.1.

The City shall maintain and periodically review potable water supply wellfield protection standards; by designing land use controls that provide long-term protection from contamination, and by establishing criteria for regulations to ensure proper handling, utilization, storage, and disposal of chemicals, fuels, and other hazardous materials within the City, to avoid groundwater contamination.

POLICY 3.2.2.

The City shall maintain formal lines of communication with Federal, State, and local agencies so that the City Police and Fire Departments can be prepared when hazardous materials are transported through the City.

POLICY 3.2.3.

On a continuous basis, the City's Engineering Division shall revise its estimates of safe yield for the Volusia-Floridan Sole Source Aquifer.

OBJECTIVE 3.3. AQUIFER PROTECTION

Excavation projects shall not harm the Volusia-Floridan Sole Source Aquifer.

POLICY 3.3.1.

The City shall prohibit removal of the confining layer of material separating the bottom of borrow pits from the top of the Volusia-Floridan Sole Source Aquifer.

OBJECTIVE 3.4. GROUNDWATER CONTAMINATION

The City shall act to prevent groundwater contamination and to ensure that any contamination will be quickly detected and subjected to a swift and effective response.

POLICY 3.4.1.

On a continuous basis, the City shall maintain its extensive water quality testing program at and near the City landfill in order to monitor groundwater quality parameters.

POLICY 3.4.2.

The City shall maintain and periodically review the provisions of the Land Development Code concerning abandoned gasoline tanks, to comply with applicable State and County regulations.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 3.4.3.

Groundwater resources shall be protected from leaking underground storage tanks by the utilization of state-of-the-art leak prevention technology (such as double-walled storage tanks).

OBJECTIVE 3.5. DEVELOPMENT

All requests for development shall be reviewed to ensure that potential impacts of the proposed development activity do not degrade the quantity and quality of groundwater resources.

POLICY 3.5.1.

Depending upon site locations and intensity of development, applicants for development may be required to provide the City with sufficient information for review of the potential impact on the groundwater resources of the City and region.

POLICY 3.5.2.

The City shall continue to require such information which shall include, but not be limited to, site hydrology, geology, geologic maps, surficial aquifer characteristics, confining unit definitions, water table contour map, direction and rate of groundwater flow, maximum/minimum recorded water table elevations, aquifer relationship to local geology, location of local discharge features, background water quality, suitability for irrigation and wastewater reuse, Volusia-Floridan Sole Source Aquifer characteristics, and potentiometric surface map.

POLICY 3.5.3.

Development within the zone of influence of wellfields shall be regulated and permitted to ensure no degradation of the quality and quantity of groundwater.

POLICY 3.5.4.

Fuel dispensing and storage facilities shall be prohibited within the zone of influence of any wellhead and wellfield.

POLICY 3.5.5.

To the maximum extent possible, the City shall encourage irrigation water to be furnished from community suppliers such as a City or neighborhood reuse system; and the City should discourage the use of individual non-potable wells.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 3.5.6.

The Volusia-Floridan Sole Source Aquifer should not be used to meet non-potable irrigation needs.

POLICY 3.5.7.

Individual well pumpage rates shall be matched to site specific hydrological characteristics in order to avoid excessive groundwater drawdowns in the Floridan Aquifer.

POLICY 3.5.8.

The use of air/water heat pumps shall be consistent with the requirements of the Land Development Code.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 4. POTABLE WATER

THE CITY SHALL PROVIDE AN ADEQUATE QUANTITY AND QUALITY OF POTABLE WATER TO ACCOMMODATE EXISTING AND FUTURE DEMANDS WITHOUT HARMING GROUNDWATER RESOURCES.

OBJECTIVE 4.1. POTABLE WATER SERVICES

Provision of potable water services shall be extended where needed, economically feasible, and environmentally acceptable.

POLICY 4.1.1.

The City shall provide potable water service to existing or platted subdivisions throughout its service area.

POLICY 4.1.2.

The availability of groundwater supplies which may effectively be extracted, treated, and delivered in a cost-effective manner shall be a contingency for development approval.

OBJECTIVE 4.2. INTERGOVERNMENTAL COORDINATION

The City shall cooperate and coordinate the provision of water supplies with State, regional, and local governments.

POLICY 4.2.1.

The City shall cooperate with Volusia County through County grants or County established assessment districts to retrofit subdivisions approved by the County that were developed with individual wells, and are in need of central water service.

POLICY 4.2.2.

The City shall maintain a combined and connected series of finished water interconnects with adjoining utilities' water systems.

POLICY 4.2.3.

The City shall continue to cooperate with the St. Johns River Water Management District in dealing with water shortages and enforcing water use restrictions. Implementation of this policy shall include the following:

CONSERVATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

- a. Interpret District procedures associated with declaring and rescinding a water shortage;
- b. Designate one or more persons to be a liaison with the District concerning water shortage related matters and the enforcement of District water use restrictions;
- c. Amend its ordinance, as needed, to facilitate local enforcement of District water use restrictions;

OBJECTIVE 4.3. WATER CONSERVATION

In order to maintain adequate potable water supplies to meet public health, safety, and welfare needs and minimize adverse economic, social, and environmental impacts, the City shall encourage and require water conservation.

POLICY 4.3.1.

The City shall continue to participate in Local, District, State, and Federal public awareness programs to inform the public of the benefits of reducing water usage.

POLICY 4.3.2.

The City shall discourage the over-watering of lawns and other landscaping plants, particularly when automatically timed sprinkler systems are used. The City shall require the use of “rain sensors” as required by Florida Statutes.

POLICY 4.3.3.

The City shall continue to prohibit the sprinkling of lawns during hours of high evaporation potential.

POLICY 4.3.4.

Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water use applications which do not require potable water. This requirement includes dry-lines for reclaimed water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.

POLICY 4.3.5.

The City shall encourage the implementation of a combined effluent reuse system, with adjacent utility providers, including Holly Hill, Daytona Beach and Volusia County.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 5. VEGETATION

THE CITY SHALL PROVIDE FOR THE PROTECTION, ENHANCEMENT, AND MANAGEMENT OF SIGNIFICANT NATURAL VEGETATIVE COMMUNITIES IN ORDER TO MAINTAIN THEIR ECOLOGICAL, AESTHETIC, ECONOMIC AND RECREATIONAL VALUES.

OBJECTIVE 5.1. ECOLOGICAL COMMUNITIES

The City shall maintain and periodically review standards and programs that maintain upland ecological communities to the maximum extent feasible within the City.

POLICY 5.1.1.

An inventory of natural vegetative communities shall be provided by the applicant for all development proposals requiring site plan or plat approval. The applicant shall provide a plan for protection of species which are designated by either State or Federal agencies as endangered, threatened, or of special concern.

POLICY 5.1.2.

~~The City shall maintain, refine, and expand its FLUCCS inventory and make such information available to land developers.~~ Land developers and other interested parties shall consult with state agencies who maintain the Florida Land Use, Cover, and Forms Classification System (FLUCCS) as desired.

POLICY 5.1.3.

Ecologically viable portions of natural upland plant communities including, but not limited to, rare or endangered ecosystems within proposed urban development sites, should be preserved and maintained in their original state, to the greatest extent practicable.

POLICY 5.1.4.

The City shall maintain and periodically review provisions in the Land Development Code to preserve the upland buffers of native vegetation; significant habitat area (including wildlife corridors); scenic vistas; areas where native vegetation is important to impede erosion; and other areas where the public interest is best served by preserving native vegetation.

CONSERVATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 5.1.5.

The City shall maintain and periodically review standards that preserve the present forested tree cover to the maximum extent practical.

POLICY 5.1.6.

The City shall preserve designated canopy roads and Greenbelts as implemented by the Land Development Code.

POLICY 5.1.7.

The City shall minimize the clearing of trees for rights-of-way, to protect existing habitats as implemented by the Land Development Code.

POLICY 5.1.8.

Significant mesic or ~~xeric~~ native communities shall not be disturbed or affected by water detention, retention, or reuse activities or structures as implemented by the Land Development Code.

OBJECTIVE 5.2. HABITAT AND DEVELOPMENT

Balance the combination of aesthetic, ecological, recreational, and utilitarian qualities of the land for the long-term public interest.

POLICY 5.2.1.

Require habitat corridors and buffers of sufficient length and width to protect the long-term viability of significant habitat areas; for designated plant and animal species.

POLICY 5.2.2.

The development plan review process shall consider the overall impact of a project on adjoining ecosystems.

POLICY 5.2.3.

Require property owners to protect wetland systems in accordance with the criteria and standards for each wetland classification as noted under Objective 5.4 of this Element and in the City Wetlands Protection section of the Land Development Code, Chapter 3, Article II.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 5.2.4.

In cooperation with adjacent governmental entities, ensure the survival of significant habitat areas, habitat corridors, and specimen and historic trees.

POLICY 5.2.5.

Work with adjacent governmental entities to ensure that planned wildlife corridors are contiguous and provide for unimpeded movement of wildlife.

POLICY 5.2.6.

Manage undeveloped City-owned lands for the long-term public interest, doing so in a manner by which the City sets an example for private development to follow. For example, the City should follow Ecosystems Management Practices as defined by the Department of Environmental Protection when applicable.

POLICY 5.2.7.

Development may incorporate isolated wetlands into effective stormwater management systems, provided that the stormwater runoff is treated prior to entering any wetland system, so that the wetland is used for nutrient and volume attenuation.

POLICY 5.2.8.

Make land use decisions in conjunction with the carrying capacity of the land and its ecosystems.

POLICY 5.2.9.

On a continuous basis, the City shall study and upgrade as necessary its buffer width requirements for projects abutting waterways and wetlands.

POLICY 5.2.10.

On a continuous basis, the City shall coordinate and cooperate with contiguous governmental entities to protect environmentally sensitive vegetative habitats which extend into contiguous jurisdictions.

POLICY 5.2.11.

The area of land disturbed by development shall be as small as practicable. Those areas which are not to be disturbed shall be protected by an adequate barrier from construction activity. Whenever possible, natural vegetation shall be retained and protected.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 5.2.12.

Land that has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to revegetate the area.

POLICY 5.2.13.

Wherever feasible, site design shall accommodate any designated plant species with protected status which are in the path of development; where this is not feasible, these plants will be relocated to protected sites having appropriate growing conditions, whenever possible.

POLICY 5.2.14.

To preserve wetlands, the lateral distance of groundwater drawdown influence shall not adversely affect protected wetlands or their functions. The applicant shall demonstrate to the City Engineer through a series of borings or field permeability tests that the subsurface, groundwater, and permeability conditions shall not receive a significant negative impact. The applicant shall provide a calculation of the maximum horizontal or vertical drawdown that can be anticipated beyond the maximum perimeters of any borrow pit, detention, or retention area.

POLICY 5.2.15.

The City of Ormond Beach shall cooperate with Volusia County in the development of an interpretive/educational signage program along the Ormond Scenic Loop & Trail. The program shall include a requirement for signage and information that highlight the flora, fauna, land forms, water bodies, and historical/archeological resources allocated along the corridor.

POLICY 5.2.16.

The City and Volusia County, in conjunction with the Ormond Scenic Loop & Trail Corridor Management Entity shall ~~develop~~ maintain and implement a plan for safe, public parking to allow the safe enjoyment of the natural and scenic resources.

POLICY 5.2.17.

The City of Ormond Beach shall cooperate with Volusia County in efforts to Regrow the Loop and Regrow Volusia.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



OBJECTIVE 5.3. NATIVE LANDSCAPING

The City shall promote the use of native drought-resistant vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust, heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.

POLICY 5.3.1.

The City shall continue to promote and encourage ~~xeriscape~~ native design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures describing ~~xeriscape~~ native plantings.

POLICY 5.3.2.

The City shall require that at least 50% of the landscape vegetation used on a project reviewed by the Site Plan Review Committee be comprised of drought resistant native vegetation in harmony with site specific conditions.

POLICY 5.3.3.

Vegetation on new City landscaping projects shall be comprised of at least 50% native drought resistant vegetation.

POLICY 5.3.4.

All new developments and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or re-landscaping becomes necessary.

POLICY 5.3.5.

Native vegetation shall be used to the maximum extent possible to meet landscaping and open space requirements.

POLICY 5.3.6.

Exotic plant species, as identified by the Florida Invasive Species Council ~~listed as exempt species in chapter 3, Article II of the Land Development Code~~, shall be removed from development sites during the time of construction.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 5.3.7.

Development shall preserve fifty (50%) percent of ecologically viable portions of natural upland plant communities, including rare or endangered ecosystems, present on-site.

POLICY 5.3.8.

The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.

POLICY 5.3.9.

The removal of invasive species on City owned and maintained lands shall be funded through the annual budget process.

OBJECTIVE 5.4. WETLAND PRESERVATION

Wetland areas within the City shall be preserved in accordance with a City that incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; promotes economic development that creates long-term jobs by establishing a means to allow wetland impacts for industrial land uses in platted industrial parks; inventories existing wetlands within the City; sets performance criteria to maintain wetland functions; establishes transition zones; and—establishes land use policies for transition zones; and establishes standards for mitigation based on a policy of no-net-loss of wetland functions as a last resort.

POLICY 5.4.1.

It is the policy of the City to require proper planning to avoid or minimize damage to wetlands; to require that activities not dependent upon a wetland location be located at upland sites; to allow wetland losses only where all practicable measures have been applied; to reduce those losses that are unavoidable and in the public interest; to require silviculture to comply with all requirements; to provide for mitigation in the form of wetland restoration, wetland creation or upland preservation; to offset further losses; to promote economic development that creates long-term, value added jobs by allowing wetland impacts in excess of minimum requirements under certain conditions for commercial, industrial, ~~and~~ residential, office, ~~and~~ retail, land uses, subject to applicable ~~e~~ County, ~~s~~ State, and ~~f~~ Federal wetland regulations; and to provide for the protection of wetlands under the City's land development regulations to be adopted and implemented consistent with Section 163.3202, F.S.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 5.4.2.

Land use planning and site design shall support development patterns which minimize the impact of development on wetland communities. As a result of development, there shall be no net loss of wetlands functions or values, nor shall wetlands functions and values be degraded.

POLICY 5.4.3.

All development shall comply with wetland protection requirements of all Federal, State, and regional agencies.

POLICY 5.4.4.

The City shall require a wetland permit for any development that proposes to alter a wetland system and the permit shall clearly show the proposed alteration and mitigation. A Wetland Management Plan shall be required for all development that may adversely affect wetland systems and the requirements shall be contained in the Land Development Code.

POLICY 5.4.5.

No activities in or affecting wetlands shall destroy natural wetland functions that are important, unless otherwise mitigated, to the general welfare by:

- a. Decreasing breeding, spawning, nesting, wintering, feeding, or other critical habitat for fish and wildlife, including rare, threatened and endangered plant and animal species, commercially and recreationally important fish and wildlife and species of special concern;
- b. Interfering with the natural exchange of nutrients needed by fish and other forms of wildlife;
- c. Reducing groundwater recharge;
- d. Destroying sites needed for educational and scientific research.

POLICY 5.4.6.

The City shall continue to require and enforce the provision and maintenance of adequate and undisturbed upland buffers of native vegetation adjacent to the Halifax River, the Tomoka River, and all of their associated tributaries and wetlands.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



A minimum shoreline requirement shall be applied for all new development to protect wildlife and marine life habitat areas and the adjacent surface water quality. The minimum shoreline setbacks shall be as follows:

- a. Tomoka River and the Little Tomoka River: A minimum of 120 feet from the mean high-water mark or 50 feet from the upland/wetland interface line, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten feet (10') above the mean high-water mark exists along the river.
- b. Halifax River: A minimum of 30 feet from the mean high-water line or upland/wetland interface, or as stipulated by a specific zoning district rear yard setback contained in the Land Development Code, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten (10') feet above the mean high-water mark exists along the river.
- c. Mosquito Control Ditches; Strickland, Dodson, and Thompson Creeks; and Misner's and Groover Branches: A minimum of 60 feet from the mean high-water mark or 50' from the upland/wetland interface line, whichever is greater.
- d. For those waterways listed under "c" above, the shoreline and wetland setback may be adjusted downward on a case-by-case basis, to be no less than 30 feet from the mean high-water mark or no less than 25 feet from the upland/wetland interface, whichever is greater. A request for a reduction may be considered, provided that the associated wetland and upland buffer areas are predominantly herbaceous in nature, and the functioning values of the wetland and upland buffer areas are poor for such factors as wetland wildlife quality, and quantity; and sediment and turbidity control; and surface water runoff control. A determination to allow a reduction in the buffer width shall be based on a finding of conformance to all of the following criteria as conducted through the development review process:
 1. The developable portion of the property is less than 150 feet deep for existing lots of record, as of the date of adoption of the Comprehensive Plan.
 2. The proposed development shall be connected to a central water and sewer system.
 3. The proposed development shall not adversely impact the hydroperiod and other functioning values of the adjacent wetland as determined by review of a Wetlands Management Plan, which is required to be submitted under the Wetlands Protection Ordinance.
 4. The proposed development shall provide one-to-one mitigation for reduction in standard, by enhancing the functioning values of the on-site upland and wetland buffer areas.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 5.4.7.

The City shall maintain Land Development Code regulations consistent with the minimum standards for wetland protection as approved by Volusia County. These standards address the identification of wetlands, mitigation requirements to ensure that there is no net loss of wetlands within the City limits, and a minimum 25-foot-wide buffer upland and adjacent to wetlands requirements.

POLICY 5.4.8.

All new development shall submit to the City a description of all watercourses, water bodies and wetlands on or adjacent to the site or into which surface waters flow. Information regarding their water quality and the current water quality classification, if any, given them by the Florida Department of Environmental Regulation, the Army Corps of Engineers, the St. Johns River Water Management District, and the Florida Department of Environmental Protection shall be included.

POLICY 5.4.9.

No development shall be approved unless it satisfies the provisions of the City's Land Development Code and the ~~SJRWD~~ St. Johns River Water Management District rules for Management and Storage of Surface Waters (MSSW), Chapter 40C-4, F.A.C.

POLICY 5.4.10.

The City will protect wetland systems through public acquisition or purchase of development rights, environmental conservation easements, cluster zoning, land banking and mitigation.

POLICY 5.4.11.

The City shall encourage the incorporation of isolated wetlands into stormwater management systems as detention facilities to avoid the filling and excavating of wetlands. Whenever isolated wetlands are used for stormwater detention, hydroperiods and stage elevations shall be designed to maintain the existing natural wetlands community, except where permitting agencies agree that the imposition of conditions which favor a different plant community is more desirable for the purpose of providing habitat, improving water quality or enhancing other wetland values. In order to maintain the long-term viability of isolated wetlands used for retention, stormwater shall be treated to meet the general water quality criteria of c.62, F.A.C., prior to its discharge in isolated wetlands.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 5.4.12.

The City shall continue to investigate methods to safely utilize wetlands to further treat treated wastewater as an alternative to discharging effluent into the surface waters of the City.

POLICY 5.4.13.

Any drainage that occurs adjacent to a wetland will be separated by an adequate buffer, liner or other means to avoid changes in the wetland's hydroperiod.

POLICY 5.4.14.

Biological monitoring activities, including shallow groundwater levels, shall be undertaken by the developer at various locations for the purpose of evaluating wetland biological productivity and condition.

POLICY 5.4.15.

The applicant shall take positive steps to correct or mitigate any unnecessary degradation of water or wetland quality caused by site development as determined by the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Army Corps of Engineers, or the City.

POLICY 5.4.16.

Roadway designs in or near wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge into receiving water bodies.

POLICY 5.4.17.

On-site wastewater treatment systems shall not be allowed within 75 feet landward of the upland/wetland interface or the 100-year floodplain boundary or within 120 feet of the shoreline edge, whichever is more restrictive.

POLICY 5.4.18.

No wells shall be allowed to be constructed in wetlands.

POLICY 5.4.19.

Where artificially constructed lakes adjoin or are within 100 feet of a wetland, design elevations of such lakes will be controlled to maintain or recreate historic water levels and

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



hydroperiods of the adjacent or nearby wetland system. Under no circumstances shall the lakes be allowed to draw down the water table within 300 feet of a wetland.

POLICY 5.4.20.

The City shall prohibit construction projects utilizing any dewatering process from discharging into a designated wetlands area.

POLICY 5.4.21.

Limit the extensive utilization of fill material in uplands if its utilization results in extensive or significant wetland alteration.

POLICY 5.4.22.

Wetlands shall not be used as primary sediment traps during development. No grading, cutting or filling shall be commenced until erosion and sedimentation control devices have been installed between the disturbed area and the wetlands.

POLICY 5.4.23.

The City shall prohibit direct discharge of stormwater into wetland areas.

POLICY 5.4.24.

The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 300 feet, unless the St. Johns River Water Management District and/or the City accepts tests, calculations or other information furnished by the applicant through the permitting process which clearly demonstrates that deviation from the 300 feet distance would not degrade the wetlands in any way.

POLICY 5.4.25.

Although the use of wetlands for storing and purifying water is encouraged, care must be taken not to overload their capacity, thereby harming the wetlands and transitional vegetation. Wetlands should not be damaged by the construction of detention ponds.

POLICY 5.4.26.

Retention and detention ponds shall be used to retain and detain the increased and accelerated runoff which the development generates. Water shall be released from detention ponds into wetlands at a rate and in a manner approximating the natural flow which would have occurred before development.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 5.4.27.

Agricultural drainage ditches and mosquito control ditches that adversely affect the hydroperiod of natural wetland systems shall be prohibited.

POLICY 5.4.28.

Proposed activities which would destroy or degrade the function of wetlands shall not be permitted except where such activities are not contrary to the public interest and where there is no practical alternative which reduces or avoids impacts to wetlands. Unavoidable losses of viable wetlands should be mitigated through the demonstrably successful restoration, creation or (where no other alternative is feasible) preservation of wetlands.

POLICY 5.4.29.

The purpose of mitigation is to offset unavoidable environmental impacts. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the following methods, in order of priority in which they should be utilized:

- a. Avoiding the impact altogether by not taking a certain action or parts of an action;
- b. Minimizing impacts by limiting the degree or magnitude of the action or its implementation;
- c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and
- e. Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or re-establishment of wetlands or significant upland areas which are no longer functioning due to significant alteration in the past.

POLICY 5.4.30.

Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:

- a. Compensatory wetland mitigation ratios shall be consistent with the ratio established for each wetland classification. Wetland-to-wetland compensation should be like kind replacement, i.e., saltwater system for saltwater system, freshwater for freshwater where practicable;

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



- b. Specific design requirements based upon conditions of the site and the type of wetland to be treated or restored;
- c. Periodic monitoring to remove exotic or nuisance vegetation;
- d. Monitoring and replacement to assure a survival rate of 80% wetland vegetation for a minimum of three (3) years; and
- e. An upland habitat as an adjacent buffer on mitigated sites.

POLICY 5.4.31.

An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands or preservation of significant upland areas is preferred over wetland creation.

POLICY 5.4.32.

Mitigation shall take place as follows (ranked in preference): (1) on site or (2) in close proximity and within the same drainage basin or (3) an approved mitigation bank.

POLICY 5.4.33.

A mitigation plan approved by a Federal, State, or regional agency shall be presumed to be acceptable provided, however, if no such mitigation plan is required by the approved permit from the Federal, State, or regional agency, then the local government may at its option adopt a mitigation plan in compliance with this section.

POLICY 5.4.34.

An applicant who carries out a compensatory mitigation plan shall at least grant to the City a conservation easement on the newly created or restored wetland and buffer or preserved significant upland area to protect it from future development. A legal mechanism which protects the area in perpetuity other than a conservation easement may be deemed appropriate on a case by case basis to carry out the purpose of the subsection.

POLICY 5.4.35.

The City shall utilize the Uniform Mitigation Assessment Method (UMAM), pursuant to Section 62-345, F.A.C., to determine the amount of mitigation needed to offset a wetland impact.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 6. FISH AND WILDLIFE

MAINTAIN, PROTECT, PRESERVE, OR INCREASE EXISTING NATIVE FISH AND WILDLIFE SPECIES IN TERMS OF OVERALL POPULATION AND DIVERSITY.

OBJECTIVE 6.1. CONSERVATION

The City and any development activity shall ensure that viable sized tracts of unique and significant natural habitat areas and wildlife corridors are preserved and protected with adequate buffers of native vegetation and an effective management plan in order to minimize the adverse effect of development or recreation activity on fish and wildlife. Fisheries, fishes, wildlife, and wildlife or marine life habitats shall be conserved, appropriately used, and protected, particularly those which are threatened, endangered, or of special concern.

POLICY 6.1.1.

The City shall maintain the provisions of the Land Development Code that incorporate 1) the creation of viable wildlife habitats and corridors and 2) the preservation of sustainable vegetative mosaics of significant native faunal and floral habitat and wildlife corridors into the development review process to ensure that natural habitat areas are protected to the maximum extent feasible on both site-specific and macro levels from the cumulative effects of growth and development.

POLICY 6.1.2.

If it is presumed that a designated species may be present on the basis of general characteristics, including the number and types of plant communities, the linear amount of “edge” such as the boundaries between woods and grasslands, the presence of water, and the presence of movement corridors between habitat areas, the City shall require applicants for development to assess the impact of development on designated species. Designated species shall include those classified, by either the Florida Game and Freshwater Fish Commission or the U.S. Fish and Wildlife Service, as endangered, threatened, or species of special concern, or those species actively being considered for designation. When estimating the impact of proposed development, the applicant may be required to conduct an inventory of existing wildlife and vegetation on the site.

POLICY 6.1.3.

No more than 20% of the habitat area for designated species may be disturbed, whether cleared, filled or otherwise altered. Any development which disturbs designated species habitat areas shall prepare a workable management plan for those affected species. Such management plan shall be reviewed and approved by the respective State agencies.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 6.1.4.

The City shall monitor and review development and recreation activities, in conjunction with other agencies, along the Tomoka River and its tributaries to identify the impacts that development and recreation have on fish and wildlife within the rivers' and creeks' riparian wildlife corridor.

POLICY 6.1.5.

In order to maintain the biological integrity of the riparian wildlife corridor associated with the Tomoka River and its tributaries, the City shall continue to ensure that the width of the corridor does not diminish below present levels by preserving all connected wetland areas and requiring upland and shoreline buffers.

POLICY 6.1.6.

The City shall coordinate with the St. John's River Water Management District (SJRWMD) to inventory and analyze the extent of wildlife and make recommendations to maintain or prevent the significant decline of wildlife diversity in SJRWMD the St. John's River Water Management District designated Riparian Habitat Protection Zones.

POLICY 6.1.7.

The City shall maintain in the development review process the review and consideration of the cumulative and macro level impacts upon native faunal and floral species, their habitats, and wildlife corridors.

POLICY 6.1.8.

The City shall cooperate with local, State, regional, and Federal agencies as needed to update inventory and analysis of the quantity and quality of existing aquatic and terrestrial habitat and movement corridors.

POLICY 6.1.9.

The City will cooperate with state agencies to implement the ~~enforce riparian wildlife corridor standards to prevent the diminishing of wildlife diversity beyond the baseline diversity similar to but not less than the six hundred (600') foot St. John's River Water Management District (SJRWMD)~~ Tomoka River Riparian Habitat Protection Zone.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 6.1.10.

On a continuous basis, the City shall update its Land Development Code to incorporate the most recent information and to best ensure protection of sea turtles.

POLICY 6.1.11.

The City shall prohibit the release of balloons into the atmosphere, except for balloons associated with educational, scientific, or transportation purposes.

POLICY 6.1.12.

The City shall maintain standards, within the land development regulations for identification and preservation of floral and faunal habitats and wildlife corridors.

POLICY 6.1.13.

Site development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon the project site, the developer shall cease all activities which might negatively affect that individual or population and immediately notify the Florida Game and Freshwater Fish Commission or the Florida Department of Environmental Protection, the United States Fish and Wildlife Service, and the City. Proper protection and habitat management, to the satisfaction of all agencies, shall be provided by the developer.

POLICY 6.1.14.

To minimize dependency on groundwater for irrigation and to prompt retention of wildlife habitat, native vegetation shall be utilized in landscaping to maximum extent practicable.

POLICY 6.1.15.

The City shall ensure that protected and designated environmental system corridors remain intact even after annexation.

POLICY 6.1.16.

If a habitat mitigation plan is required by an agency, the City shall ensure that the applicant provides for on-site direct supervision during the construction process and any post-construction modifications. Permit conditions of other agencies shall be submitted to the City and enforced.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



~~POLICY 6.1.17.~~

~~The City shall encourage the Volusia Council of Governments to maintain a clearinghouse for environmental and natural resource studies and recommendations by both public and private organizations.~~

POLICY 6.1.187.

Marinas shall not be permitted in areas which are determined to be critical to the survival of the manatee. This includes the Tomoka River, Thompson Creek, Strickland Creek, and Dodson Creek. In addition, construction of new or the expansion of existing boat facilities in these areas shall be consistent with the Manatee Protection Plan for Volusia County dated ~~August 23, 2005~~ (adopted by Volusia County on September 8, 2005) and the requirements of the City of Ormond Beach Land Development Code, whichever is more restrictive.

POLICY 6.1.198.

Where a site is found to be inhabited by a gopher tortoise population that meets or exceeds the Florida Game and Freshwater Fish Commission's threshold of "significant" gopher tortoise habitat or which comprises part of a gopher tortoise population that may, in the aggregate, meet or exceed this threshold, the property owner shall protect such habitat areas through the use of conservation easements, deed restrictions, or common open space areas. As an alternative, gopher tortoises may be relocated only in conformance with an approved gopher tortoise relocation plan.

POLICY 6.1.2019.

Any bridge or road crossings over water bodies and/or wetlands shall be designed and constructed to minimize the right-of-way width, minimize overstory removal, and provide adequate space under the span of road to accommodate large wildlife movement and shall not impede anticipated water flows.

POLICY 6.1.210.

Land development proposals shall be reviewed to protect the natural functions of ecologically viable wildlife, fisheries and marine habitats. Applicants for development shall prepare a suitable alternative management plan, as per Policy 6.1.2., when local, State, or Federally listed vegetative, wildlife and marine species occur within project boundaries.

POLICY 6.1.221.

The City shall maintain development review standards for projects which impact habitats of endangered and threatened species or species of special concern. The type and

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



occurrence of such habitats shall be as determined by the City, the County or the appropriate Federal (USFWS) and State (FGWFC, FDEP, ECFRPC) agencies. These review standards shall address at minimum:

- a. Proper siting of development structures and infrastructure, including clustering of dwelling units or buildings away from such habitats;
- b. Management plans which protect fish and wildlife designated as endangered, threatened or species of special concern;
- c. Mitigation plans for such habitat which is unavoidably altered;
- d. Restrictions on the use of such habitats to those which are found to be compatible with the requirements of wildlife species which are threatened, endangered, or of special concern.

~~POLICY 6.1.23.~~

~~The City shall establish management plans for specific endangered and otherwise designated species. At minimum, these plans shall:~~

- ~~a. Provide for the coordination of Federal, State, local, and private activities involving protection of the particular species;~~
- ~~b. Establish public education programs;~~
- ~~c. Provide for the minimization of activities which directly or indirectly adversely impact the particular species listed above; and~~
- ~~d. Establish standards for habitat protection, and/or relocation of species, where appropriate.~~

POLICY 6.1.242.

The City shall establish and maintain programs to reduce, and eliminate, where possible, pollution activities which adversely impact endangered species, including illegal dumping of solid and hazardous waste, littering near open waterbodies, and the outdoor release of balloons.

POLICY 6.1.253.

Marine, brackish, and freshwater habitats necessary for the continued ecological stability of fisheries and water-dependending wildlife shall be identified and protected through, at minimum, coordination with the Florida Game and Freshwater Fish Commission, Florida Department of Environmental Protection, and other governmental agencies as appropriate.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 6.1.264.

The City shall continue to ensure the protection of manatees by, at minimum: supporting the Tomoka River Manatee Sanctuary; supporting the regulation and enforcement of boat speeds; regulating safety and water sport activities; utilizing the boat facility siting plan in Phase II of the Manatee Protection Plan for Volusia County ~~dated August 23, 2005~~; monitoring and ensuring the proper maintenance of extensive signage denoting manatee habitat and associated boat speed zone; requiring mitigation through contributions to the Manatee Conservation Fund; and ensuring the distribution of educational materials about manatees and their protection at boat launch and marina facilities. All manatee protection measures shall be consistent with the Manatee Protection Plan for Volusia County ~~dated August 23, 2005 (adopted by Volusia County on September 8, 2005)~~.

POLICY 6.1.275.

Land use activities adjacent to the following areas:

- Open space/conservation areas and recreation/open space areas designated in the Future Land Use and Recreation/Open Space Elements;
- Tomoka Marsh Aquatic Preserve;
- Tomoka River Manatee Sanctuary;
- Tomoka River ~~OFW~~ Outstanding Florida Water;
- Tomoka State Park; and
- Wetlands,

shall be limited to non-intensive uses such as Environmental Systems Corridors, Agriculture, rural, or low density residential and residential, office, retail or neighborhood commercial. All proposed land use activities must ensure that such activities will not degrade the natural physical, biological, aesthetic, or recreational functions of such lands and shall provide for the preservation and protection of such areas in accordance with the appropriate standards including, but not limited to, setback requirements, buffers, wetland and floodplain policies.

POLICY 6.1.286.

Planning and approval of development projects shall avoid adverse impacts to species listed as endangered, threatened or species of special concern to the greatest extent practicable. Where suitable habitat on a project site is utilized by a listed species, a management plan designed to minimize harm to the species and its habitat should be prepared by the developer and adherence to the plan made a condition of development approval. Management plans shall be reviewed and approved by the appropriate State

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



agency (~~FGFWFC or FDEP~~) and the U.S. Fish & Wildlife Service prior to their approval by the City.

POLICY 6.1.297.

The City shall support the protection of critical habitat for endangered and threatened species to the maximum extent feasible. "Critical habitat" shall include those habitat types, or specific geographical locations, which are designated as such by the appropriate State and Federal agencies. ~~USFWS, NMFS, FGFWFC, FDEP, FDACS, or the RPC.~~

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 7. USES OF NATURAL RESOURCES

THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATIONS AND PUBLIC PROGRAMS.

OBJECTIVE 7.1. LAND ACQUISITION

The City shall support the acquisition of unique or environmentally significant properties for public conservation reservations and maintain its proposed level-of-service for passive parks.

POLICY 7.1.1.

Upon adoption of the Comprehensive Plan, the City shall require developments along the Tomoka River and its tributaries with individual properties of five acres or larger to include all wetlands in a conservation easement to the City. The easement shall not prohibit the construction of an elevated wooded catwalk to the waterway, provided the construction is done in the most environmentally sound manner. Developments, when property along a waterway or wetland is divided into tracts of less than 5 acres, shall put those wetlands in either public or semipublic (e.g., homeowner's association) control; properties with multiple riparian ownership of less than 5 acres which are under homeowner association control shall grant a conservation easement to the City. For lots of less than 5 acres, if part of a subdivision project, only one community dock shall be allowed.

POLICY 7.1.2.

On a continuous basis, the City shall consider acquisition of vacant lands abutting the Tomoka River, its tributaries, Dodson Creek, and the Halifax River.

POLICY 7.1.3.

The City shall, in coordination with local and State agencies, participate in a strategy to acquire environmentally sensitive lands.

OBJECTIVE 7.2. IMPACT ASSESSMENT

All development activities shall properly assess impacts on the environment and provide an effective mitigation plan as required.

POLICY 7.2.1.

The City shall require Environmental Assessment Reports for all planned unit developments, subdivisions, and other development that must comply with the special

CONSERVATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

requirements of the ~~residential-s~~ Suburban Residential zoning district and that must prepare a water management plan in accordance with the provisions of the Land Development Code.

OBJECTIVE 7.3. SUSTAINABILITY

Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

POLICY 7.3.1.

Encourage the production and use of energy generated from renewable resources.

POLICY 7.3.32.

The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

POLICY 7.3.43.

Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).

POLICY 7.3.54.

Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.

POLICY 7.3.65.

Encourage site design techniques that restore natural “green infrastructure” (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 8. AIR QUALITY

MAINTAIN THE PRESENT HIGH LEVEL OF AIR QUALITY FOR HUMAN HEALTH, SAFETY, AND WELFARE, AND PROTECTION OF THE NATURAL ENVIRONMENT.

OBJECTIVE 8.1. STANDARDS

Prevent the degradation of the City's air quality below baseline standards.

POLICY 8.1.1.

No industrial or commercial business which emits air pollutants which would degrade the City's ambient air quality will be permitted unless it can be proven to the City that all available pollution control devices and practices will be installed as a part of the development upon occupancy.

POLICY 8.1.2.

The City shall encourage alternative modes of transportation by promoting the use of bicycles by building more bike lanes, bike paths, and bike racks, and requiring more improved pedestrian sidewalks.

~~POLICY 8.1.3.~~

~~The City shall support, by Resolution, an inspection program by the Police Department to identify vehicles which fail to meet pollution control standards as mandated by Florida Statutes.~~

POLICY 8.1.43.

New facilities housing the young, the elderly or the handicapped shall be prohibited from locating near point air pollution sources and vice versa. Playgrounds and active recreation areas shall also be located a safe distance from these sources.

POLICY 8.1.54.

Construction, excavation, and land clearing activities shall minimize the exposed ground surface area. Any area that is to be exposed for an extended time period shall be mulched or sodded.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 8.1.65.

In the interest of safety and air quality control, residential development shall construct a system of bikeways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between:

- a. Homes and schools
- b. Homes and employment centers
- c. Homes and neighborhood commercial centers.

POLICY 8.1.76.

External bicycle systems which provide for bicycle traffic to adjacent residential, employment, and educational centers shall be connected by development and the provision for facilitating the movement of bicycle traffic to nearby external residential, employment and educational centers shall be considered during the site plan review process.

POLICY 8.1.87.

Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.

POLICY 8.1.98.

The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

POLICY 8.1.409.

The City shall enforce Section 104.1.10 of the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.

OBJECTIVE 8.2. SITE PLAN REVIEW

~~The City shall review through the site plan review process the change in levels of air pollutants considered hazardous to health or damaging to property (including but not limited to carbon monoxide, sulfur oxides, hydrocarbons, particulates, nitrogen oxides, photochemical oxides); the effective or visual aesthetics, in terms of opacity and shade of emitted smoke plumes. Should the City determine the need for the review of the impacts to the air quality, the developer shall pay for the services of a 3rd party consultant to review the project for change in levels of air pollutants, considered hazardous to health or damaging to~~

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



property. The City shall coordinate with the Florida Department of Environmental Protection as the regulatory body for -air permits.

POLICY 8.2.1.

The City shall require all industrial and certain commercial development and residential development to prepare an Environmental Assessment Report to analyze and estimate the net change in levels and distribution of pollution caused by the development activity.

POLICY 8.2.2.

The shade and opacity of smoke emitted from developments can be quickly determined by a trained inspector making comparisons with a Ringelmann Chart, which is simply a set of illustrations of different densities.

POLICY 8.2.3.

Development activity which creates an odor on the scale of 2, 3, or 4 shall be located at sufficient distances from residential neighborhoods to reduce the odor to, at minimum, a level of 1.

The intensity of odors can most simply be determined by using a zero-to-four scale, as follows:

- 0 No sensation of odor.
- 1 Just detectable odor (the threshold dilution).
- 2 Distinct and definite odor whose unpleasant characteristics are revealed or foreshadowed (the recognition threshold).
- 3 Odor strong enough to cause a person to attempt to avoid it completely.
- 4 Odor so strong as to be overpowering and intolerable for any length of time.

POLICY 8.2.4.

~~Air modeling shall be accomplished using guidelines adopted by the FDEP or, if none are adopted, using a methodology agreed upon by the City, Volusia County, and FDEP. If the air modeling specified above results in any predictions of one hour or eight hour CO concentrations at or above the Federal and State standards, then ambient air monitoring for CO will be conducted at an appropriate locations(s) determined by the City of Ormond Beach, Volusia County, FDEP and the East Central Florida Regional Planning Council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance. Should the City determine the need for the applicant to provide the air modeling using the guidelines adopted by the Florida Department of Environmental Protection, the applicant~~

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



shall pay for the services of a 3rd party consultant to review and provide comments in accordance with State and Federal standards.

POLICY 8.2.5.

Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten (10%) percent or more of the CO is attributable to project traffic, then the applicant shall pursue one or any combination of the following until modeling indicates that the FAAQ's will be achieved:

- a. Not commence the next development or monitoring phase;
- b. Participate in cost-sharing of roadway improvements;
- c. Implement an active Transportation System Management program.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 9. MINING AND MINERALS

MINING EXTRACTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER THAT MINIMIZES IMPACT ON THE ENVIRONMENT AND SURROUNDING LAND USES.

OBJECTIVE 9.1. SAFETY STANDARDS

Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation, and safety standards.

POLICY 9.1.1.

The City shall maintain the provisions of the Land Development Code concerning effective mineral extraction to achieve an aesthetically pleasing landscape compatible with adjacent land uses. Native vegetative buffers shall be used to minimize soil erosion. Buffers shall also be established between the mining activity and adjacent existing and planned future land uses.

POLICY 9.1.2.

On a continuous basis, the City shall coordinate with local governments, the FDEP Florida Department of Environmental Protection and SJRWMD the St. Johns River Water Management District to ensure that the mined areas are reclaimed in accordance with current law and permit conditions.

POLICY 9.1.3.

If a mine requires “dewatering,” the discharge shall occur from one cell of the project site to another cell. Off-site discharge shall be prohibited.

OBJECTIVE 9.2. HISTORICAL SITES

Mineral extraction activities shall “respect” paleontological, archaeological, and historical sites.

POLICY 9.2.1.

The City shall initiate cooperative efforts with other government agencies and private organizations to identify and evaluate existing or potential extraction sites that are likely to contain significant paleontological, archaeological or historical resources.

POLICY 9.2.2.

Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be held in abeyance until a preliminary

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



assessment can determine the probability of significant archaeological or paleontological assets.

POLICY 9.2.3.

The City shall maintain the regulations in the Land Development Code that regulate the process for dealing with potential archaeological or paleontological resources. This shall include cooperation with the Museum of Arts and Sciences, the ~~Volusia~~ Central Florida Anthropological Society, and the ~~State Bureau~~ Florida Division of Historical Resources.

OBJECTIVE 9.3. COMMUNITY BENEFIT

Mineral extraction activities will generate a net benefit to the community.

POLICY 9.3.1.

The City shall require developers or owners to provide restoration plans for new or currently active borrow pits, so that once the material extraction has been completed, the former pits will continue to benefit the overall community.

POLICY 9.3.2.

The City ~~shall~~ may require dry hydrants be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate fire protection capacity.

POLICY 9.3.3.

Mining operators shall ~~demonstrate financial responsibility~~ be responsible to pay for necessary corrective actions or repairs to roadways, buildings, other structures, groundwater, or surface water and to reclaim the site to prescribed specifications upon completion of mineral extraction activities.

OBJECTIVE 9.4. RESOURCE PROTECTION

Mining activities shall not adversely affect the quality of air, groundwater and surface water and land and wildlife.

POLICY 9.4.1.

Phasing of extractive activities shall be used as a device to assure that only small areas are affected by such activities at one time.

POLICY 9.4.2.

The City shall require that a geophysical log series (from wells or other acceptable means) be prepared for the proposed site to assess the hydrogeologic character of the site.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 9.4.3.

Mineral and sand extraction activities shall not remove or disturb any impervious layer (e.g., clay) that naturally segregates the surficial aquifer from the Floridan Aquifer.

POLICY 9.4.4.

Once extraction ceases, appropriate usage limits regarding septic and stormwater systems are to be implemented to ensure protection of surface water, groundwater and the Volusia-Floridan Sole Source Aquifer.

POLICY 9.4.5.

Formerly mined areas may not be incorporated into a stormwater retention or detention system until an engineering, hydrologic, or hydrogeologic determination has been made showing an adequate confining layer, segregating water in the pit from the Volusia-Floridan Sole Source Aquifer.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 10. HAZARDOUS WASTES

THE CITY SHALL ENSURE THAT THE GENERATION, USE, STORAGE, TRANSPORTATION, AND COLLECTION OF HAZARDOUS OR TOXIC CHEMICALS, MATERIALS, OR SUBSTANCES WITHIN THE CITY SHALL CONSTITUTE NO SIGNIFICANT THREAT TO THE GENERAL HEALTH, SAFETY, AND WELFARE.

OBJECTIVE 10.1. ~~SARA TITLE III COMPLIANCE~~ HAZARDOUS WASTE COORDINATION

~~The City shall ensure compliance with SARA Title III provisions and shall ensure the proper management of hazardous materials to protect the public health, safety, and welfare and to protect natural resources. The City shall coordinate with Volusia County's hazardous waste management program in accordance with Volusia County's Comprehensive Plan.~~

POLICY 10.1.1.

~~The City shall continue to identify all industries and businesses within its boundaries which generate, use, or store hazardous or toxic chemicals, materials, or wastes.~~

The City shall cooperate with the implementation of the Volusia County hazardous waste management program.

POLICY 10.1.2.

~~The Fire Department shall maintain the information from Policy 10.1.1 (above) in its computer database.~~

The City shall publicize through various communication platforms to advertise the locations where Volusia County will accept household and small business hazardous waste as part of their collection program.

~~POLICY 10.1.3.~~

~~The City shall continue a public information campaign oriented to industries, businesses, and homes to educate people about safe use and disposal of hazardous or toxic substances.~~

~~POLICY 10.1.4.~~

~~The City, in conjunction with the Central Florida Local Emergency Planning Committee (LEPC) shall regulate and manage hazardous waste to protect the public health, safety and welfare and to protect natural resources as per the standards and guidelines established under Goal 3.2 in the Utilities Element.~~

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



OBJECTIVE 10.2. — EMERGENCY PREPAREDNESS

~~The City shall be fully prepared for a hazardous or toxic accident or incident, with up-to-date plans, training, and equipment.~~

~~POLICY 10.2.1.~~

~~On a continuous basis, the appropriate personnel shall be kept abreast of the appropriate accident/incident response training.~~

~~POLICY 10.2.2.~~

~~On a continuous basis, up to date monitoring and accident/incident response equipment shall be maintained in quantities specified by Federal or State guidelines.~~

~~POLICY 10.2.3.~~

~~The City shall update its Hazardous Materials Response Plan on a continuous basis.~~

~~POLICY 10.2.4.~~

~~The City shall attempt to recover from any potentially liable third party any cost that it incurs from any hazardous or toxic accident/incident.~~

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 11. SOIL AND EROSION

THE CITY SHALL ENSURE THE APPROPRIATE CONSERVATION AND USE OF SOIL RESOURCES.

OBJECTIVE 11.1. DEVELOPMENT

Incorporate the inherent limitation of existing soils in land planning and development, and minimize impacts, which result in soil erosion.

POLICY 11.1.1.

Prior to any land disturbance associated with land development activities, except in previously approved subdivisions, the applicant shall indicate on a site plan those areas of highly erodible soils, as defined by the U.S. Department of Agriculture Soil Conservation Service, and avoid and minimize disturbance to those areas to the maximum extent feasible.

POLICY 11.1.2.

Building and other construction in soils which are determined to be hydric in character, as defined by the U.S. Department of Agriculture Soil Conservation Service USDASCS and the Florida Department of Agriculture, shall be prohibited except to accommodate an overriding public interest and except as allowed within the wetland regulations.

POLICY 11.1.3.

The City shall require excavation sites to be designed and executed to resemble and function as natural systems.

POLICY 11.1.4.

Residential site design shall be based on data contained in the U.S. Soil Conservation Service's soils report, unless a detailed soils analysis is undertaken and accepted by the City and the U.S. Department of Agriculture Soil Conservation Service USDASCS regional field or State soil scientist.

POLICY 11.1.5.

The applicant of proposed development activities shall be responsible for implementing measures prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other water-bodies.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 11.1.6.

Septic tanks shall not be located in areas designated by the U.S. Soil Conservation Service as having severe or moderate limitations for septic tank development.

POLICY 11.1.7.

In connection with development, all swales, slopes of retention, and detention areas shall be sodded or vegetated to help prevent erosion and facilitate efficient maintenance.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 12. LOW IMPACT DEVELOPMENT

FOR NEW DEVELOPMENT AND REDEVELOPMENT, APPLY BETTER SITE DESIGN AND LOW IMPACT DEVELOPMENT (LID) TECHNIQUES, AND PURSUE COMMITMENTS TO REDUCE STORMWATER RUNOFF VOLUMES AND PEAK FLOWS, TO INCREASE GROUNDWATER RECHARGE, AND TO INCREASE PRESERVATION OF UNDISTURBED AREAS.

OBJECTIVE 12.1. LAND DEVELOPMENT CODE AMENDMENTS-REGULATIONS

~~By 2010~~ The City shall maintain ~~amend~~ the Land Development Code regulations for ~~to~~ implement Low Impact Development techniques.

POLICY 12.1.1.

Integrate into the Land Development Code (LDC) the source control concept which places a greater importance on managing smaller, cost-effective landscape features located on each lot rather than through costly pipe and pond stormwater management design.

POLICY 12.1.2.

Maintain or improve infiltration, frequency and volume of discharges, and groundwater recharge by placing greater emphasis on reducing impervious surfaces, functional grading, open channel sections, and the increasedu use of bioretention/filtration landscaped areas.

POLICY 12.1.3.

Integrate alternative stormwater management practices such as on-lot micro-storage, functional landscaping, open drainage swales, reduced imperviousness, flatter grades, increased runoff travel time, and depression storage into a multifunctional site design.

POLICY 12.1.4.

Reduce the use of centralized ~~b~~-Best ~~m~~-Management ~~p~~-Pactices (BMPs) such as storm water ponds through the use of Integrated Management Practices (IMPs) which are distributed in small portion of a lot or parcel and near the source of impacts.

POLICY 12.1.5.

~~Amend~~ Maintain the Low Impact Development Design Manual, Land Development Code, LDC and Construction Details to permit Low Impact Development LID designs that can significantly reduce development costs through smart site design by:

- Reducing impervious surfaces (roadways), curb, and gutters;

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



- Decreasing the use of storm drain piping, inlet structures, and
- Eliminating or decreasing the size of large stormwater ponds.

NEW PAGE ADDED



COASTAL MANAGEMENT ELEMENT



COASTAL MANAGEMENT ELEMENT



GOALS, OBJECTIVES AND POLICIES

COASTAL MANAGEMENT ELEMENT GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. LAND USE	4
OBJECTIVE 1.1. COMPATIBLE LAND USE	4
OBJECTIVE 1.2. SHORELINE LAND USE	4
OBJECTIVE 1.3. REDEVELOPMENT.....	6
OBJECTIVE 1.4. ECONOMIC STABILITY	7
OBJECTIVE 1.5. LAND DEVELOPMENT REGULATIONS.....	7
OBJECTIVE 1.6. PERFORMANCE STANDARDS FOR DEVELOPMENT	9
OBJECTIVE 1.7: FLOOD RISK.....	11
GOAL 2. NATURAL RESOURCES AND LIVING MARINE RESOURCES.....	13
OBJECTIVE 2.1. TOMOKA RIVER AND ITS TRIBUTARIES	13
OBJECTIVE 2.2. FISH AND WILDLIFE	15
GOAL 3. BEACH AND DUNES.....	18
OBJECTIVE 3.1. BEACH AND DUNE ASSESSMENT REPORT	18
OBJECTIVE 3.2. DUNE SYSTEM PRESERVATION AND PROTECTION STANDARDS 18	
OBJECTIVE 3.3. BEACH/DUNE WALKWAY STANDARDS.....	20
OBJECTIVE 3.4. SEAWALLS, AND-REVTMENTS, AND SHORELINE STABILIZATION FEATURES.....	21
GOAL 4. WATER QUALITY OF ESTUARIES AND OCEAN	24
OBJECTIVE 4.1. OCEAN WATER QUALITY	24
OBJECTIVE 4.2. ESTUARINE WATER QUALITY	24
GOAL 5. HURRICANE EVACUATION/COASTAL FLOOD HAZARDS..	28
OBJECTIVE 5.1. PUBLIC INFORMATION	28
OBJECTIVE 5.2. COASTAL EVACUATION TIMES.....	29

COASTAL MANAGEMENT ELEMENT



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 5.3. PUBLIC FACILITIES AND INFRASTRUCTURE.....	30
OBJECTIVE 5.4. SHELTER FOR POPULATION.....	31
OBJECTIVE 5.5. POST-DISASTER REDEVELOPMENT	32
GOAL 6. PUBLIC ACCESS TO THE BEACH AND WATERWAYS.....	35
OBJECTIVE 6.1. BEACH DRIVING.....	35
OBJECTIVE 6.2. JURISDICTIONAL RESPONSIBILITY FOR THE BEACH.....	35
OBJECTIVE 6.3. BEACH TOLLS	36
OBJECTIVE 6.4. OFF-BEACH PARKING	37
OBJECTIVE 6.5. BEACH ACCESS FACILITY MAINTENANCE AND AMENITIES....	37
OBJECTIVE 6.6. DOCKS AND MARINAS.....	37
OBJECTIVE 6.7. SCENIC ROUTES AND OVERLOOKS.....	38
FIGURE 1: HURRICANE VULNERABILITY ZONE	41
FIGURE 2: COASTAL PLANNING AREA / ADAPTATION ACTION AREA.....	42
FIGURE 3: COASTAL HIGH HAZARD AREA	43

COASTAL MANAGEMENT ELEMENT



GOALS, OBJECTIVES AND POLICIES

DEFINITIONS

~~COASTAL HIGH HAZARD AREA (CHHA): THAT PORTION OF THE CITY WITHIN THE “THREAT ‘A’ EVACUATION ZONE” (CATEGORY 1 AND 2 STORMS), AS IDENTIFIED IN FIGURE 1.~~

~~COASTAL PLANNING AREA: CRITERIA FOR DETERMINING THE BOUNDARIES OF THE COASTAL AREA; WITHIN THE JURISDICTION OF THE CITY OF ORMOND BEACH ARE LISTED IN CHAPTER 9J-5, FLORIDA ADMINISTRATIVE CODE (F.A.C.) RULE 9J-5 STATES THAT THE COASTAL AREA MAY BE AN AREA OF THE LOCAL GOVERNMENT’S CHOOSING; HOWEVER, THIS AREA MUST ENCOMPASS WATER AND SUBMERGED LANDS OF OCEANIC WATER BODIES OR ESTUARINE WATER BODIES; SHORELINES ADJACENT TO OCEANIC WATERS OR ESTUARIES; COASTAL BARRIERS; LIVING MARINE RESOURCES; MARINE WETLANDS; WATER DEPENDENT FACILITIES OR WATER-RELATED FACILITIES ON OCEANIC OR ESTUARINE WATERS; OR PUBLIC ACCESS FACILITIES TO OCEANIC BEACHES OR ESTUARINE SHORELINES; AND ALL LANDS ADJACENT TO SUCH OCCURRENCES WHERE DEVELOPMENT ACTIVITIES WOULD IMPACT THE INTEGRITY OR QUALITY OF THE ABOVE. FIGURE 2 DISPLAYS THE COASTAL AREA OF THE CITY.~~

~~HURRICANE VULNERABILITY ZONE: THAT PORTION OF THE CITY WITHIN THE “THREAT ‘B’ EVACUATION ZONE” (CATEGORY 3 TO 5 STORMS) SURGE, AS IDENTIFIED IN FIGURE 1.~~



GOALS, OBJECTIVES AND POLICIES

GOAL 1. LAND USE

GROWTH AND LAND USE SHALL BE MANAGED AND BE CONSISTENT WITH, OR MORE STRINGENT THAN FLOOD-RESISTANT CONSTRUCTION SET FORTH IN 44 CODE OF FEDERAL REGULATIONS PART 59 AND 60; AND DEVELOPMENT ACTIVITIES SHALL BE RESTRICTED TO CONSERVE, PROTECT, AND RESTORE COASTAL RESOURCES.

OBJECTIVE 1.1. COMPATIBLE LAND USE

The City shall ensure that adjacent land uses are developed in a manner that minimizes flood damage and environmental conflict and maximizes compatibility, as implemented by Chapters 2 and 3 of the Land Development Code.

POLICY 1.1.1.

The City shall continue to utilize the citywide architectural standards for the A1A corridor south of Granada Boulevard to ensure compatibility ~~to~~ with architectural design.

POLICY 1.1.2.

The intrusion or impact of commercial or industrial uses on residential areas shall be avoided and in cases where they are adjoining land uses, then sufficient and aesthetically pleasing screening or buffering and other measures shall be provided to mitigate against such impacts, including flooding, noise, glare, and traffic congestion, as implemented by Chapter 3, Article V of the Land Development Code.

POLICY 1.1.3.

The City shall closely monitor development on the barrier island, in the Coastal Planning Areas, and in the unincorporated area north of the City Limits to ensure that development does not lower level-of-service standards for traffic, potable water and sanitary sewer, public access, and hurricane evacuation below acceptable levels.

POLICY 1.1.4.

Historical, civic, cultural, recreational, economic, and residential land uses in the Central Business District area shall be developed in compatibility with the Coastal Planning Areas and each other so that visual and functional continuity is achieved.

OBJECTIVE 1.2. SHORELINE LAND USE

Proposed shoreline land development shall be evaluated ~~on the basis of~~ based on the type of land use proposed, compatibility to adjacent land uses, ~~and~~ impact on water quality, coastal



GOALS, OBJECTIVES AND POLICIES

resources, public access, public infrastructure, and hurricane evacuation times, and impacts from sea level rise as implemented by Chapters 2 and 3 of the Land Development Code.

POLICY 1.2.1.

The following general shoreline land use priorities are established as guidelines for the review of applications for zoning, plan amendments, or development orders:

- a. Water dependent environmentally sensitive uses such as the maintenance and protection of fish and wildlife production through the preservation of marine wetlands;
- b. Water dependent uses such as water dependent recreation and urban residential uses, with development set back a distance from the river, creek, or dune, to minimize flood hazards, clearance of vegetation and surface water degradation; consistent with other Sections of this Element and of the Conservation Element;
- c. The floodplain manager/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction and substantial improvements shall be designed and constructed with methods, practices and materials that minimize flood damage and that are in accordance with the City Floodplain Management and Protection Section of the code; and consistent with other Sections of the code.
- d. Of lowest priority are those uses which are non-water dependent, non-water enhanced and which would result in an irretrievable commitment of coastal resources. Land uses which require channel modifications, dredging and filling, and point source pollution discharges should be prohibited.

Atlantic Ocean Shoreline Land Use:

POLICY 1.2.2.

The shoreline along the Atlantic Ocean, south of Granada Boulevard, shall be designated predominantly for water enhanced tourist/commercial land uses, except for those contiguous areas of existing, unique single-family development as defined by Policy 12.2.54, Future Land Use Element.

POLICY 1.2.3.

The shoreline along the Atlantic Ocean, north of Granada Boulevard, shall remain single-family residential, except for the existing multi-family, hotel/motel, and timeshare resorts.

POLICY 1.2.4.

The City will exercise the full extent of its jurisdictional authority to respect, protect and preserve the private property rights, inclusive of littoral rights, of the owners of those lands



GOALS, OBJECTIVES AND POLICIES

lying westerly of the mean high water line, subject only to those public recreational uses of the sandy area seaward of and adjacent to the mean high tide as have been ancient, reasonable, without interruption, and free from dispute.

Halifax River Shoreline Land Use:

POLICY 1.2.5.

The shoreline land uses along the Halifax River shall remain single-family residential except for passive parks that provide public access to the waterway.

Tomoka River and Tributaries Shoreline Land Use:

POLICY 1.2.6.

The shoreline land uses of the Tomoka River and its tributaries shall be single-family residential or multi-family residential when part of a ~~PRD~~ Planned Residential Development submittal that provides for maximum protection of tributaries.

POLICY 1.2.7.

The City shall continue to make efforts to acquire by fee simple interest or less than fee simple interest, wetlands associated with the Tomoka River and its tributaries.

POLICY 1.2.8.

Land development on the Tomoka River shall protect the natural wetland vegetation and associated upland buffers consistent with the Conservation Element and Chapter 3, Article II of the Land Development Code.

OBJECTIVE 1.3. REDEVELOPMENT

The City shall encourage redevelopment that results in more resilient, compact, and efficient development patterns and shall discourage redevelopment of stable neighborhoods.

POLICY 1.3.1.

Redevelopment shall be compatible with adjacent historic and archaeological resources.

POLICY 1.3.2.

When redevelopment is proposed, a number of concerns shall be addressed by the applicant regarding phasing, parking, ~~drainage~~ stormwater management, landscaping, and landscape maintenance, improvement and maintenance of common recreational areas, and effects on the traffic circulation network, including hurricane evacuation times impacts on natural resources. Phased improvements including ~~drainage~~ stormwater maintenance, parking,

COASTAL MANAGEMENT ELEMENT



GOALS, OBJECTIVES AND POLICIES

landscaping, and Homeowners' Association facilities (if appropriate) shall be correlated with the issuance of building permits, lot sales, and Certificates of Occupancy.

~~POLICY 1.3.3.~~

~~Consideration shall be given to public access to the beach or waterways so a redevelopment proposal to convert single-family to a high-density project will require access easements to be granted.~~

~~POLICY 1.3.4.~~ POLICY 1.3.3.

Redevelopment within the Downtown shall be consistent with and further the Downtown Community Redevelopment Agency Master Plan Update prepared by ~~Glatting Jackson~~ GAI Consultants, adopted ~~September 19, 2007.~~ October 1, 2019.

OBJECTIVE 1.4. ECONOMIC STABILITY

The City shall structure an economic base capable of providing maximum employment opportunities and income to the City's residents.

POLICY 1.4.1.

A business climate shall be maintained, which provides opportunities for the growth and expansion of new and existing businesses to provide quality employment for the City's residents without degrading the environment, quality of life, or ability of the City to provide public services and facilities.

POLICY 1.4.2.

The City shall continually recognize problems of the economic growth areas and act as a conduit between public and private resources to provide incentives and supports that generate new private investments.

OBJECTIVE 1.5. LAND DEVELOPMENT REGULATIONS

The City shall continue to administer and review land use regulations that provide for the location, extent and distribution of land uses consistent with the protection of coastal resources and the preservation of fiscal stability. The land development regulations shall ensure that the provision of roads, potable water, sanitary sewer, drainage stormwater management, parks and recreation, ~~and~~ solid waste facilities and services, or any other facilities required to maintain the adopted Level-of-Service standards, shall be consistent and planned with the level of development proposed in the Future Land Use Element.



GOALS, OBJECTIVES AND POLICIES

POLICY 1.5.1.

The fiscal impact of new growth and development shall be minimized by the use of various fiscal management and assessment techniques, including level-of-service standards, special assessment districts, development exactions, ~~and impact fees,~~ cost-benefit analysis, feasibility, determination of applicability to City policies, and short-term versus long-term benefits in order to ~~attempt to get new growth and development to pay for itself.~~ prioritize infrastructure project expenditures of public services.

POLICY 1.5.2.

Land uses which have significant adverse impact on coastal resources to the point where they would cease to be viable as a result of the proposed land use shall be ~~appropriately~~ regulated through the appropriate local, state and federal agencies.

POLICY 1.5.3.

A variety of tools and techniques will be maintained in the Land Development Code in order to effectively manage growth. The City shall maintain within the Land Development Code procedures and standards for public protection and acquisition of land, public improvements, environmental controls, floodplain management, zoning techniques, subdivision techniques, tax and fee systems, and controls on the land.

POLICY 1.5.4.

Designated natural resource areas, significant environmental or ecological features, critical wildlife habitat, environmental system corridors or conservation areas shall be protected through a variety of mechanisms including buffer zones, restoration, limiting density and intensity, conservation easements, acquisition, ~~density transfers, transfer of development rights (TDRs),~~ purchase of development rights, or land exchanges.

POLICY 1.5.5.

The priority for new development shall be in areas of urban infill in order to contain sprawl, use existing developable lands, maximize the provision of urban services and facilities and protect remaining coastal habitat and marine resources.

POLICY 1.5.6.

The City shall continue to designate a proportion of its public water capacity to the unincorporated North Peninsula area consistent with the interlocal agreement with the County.

POLICY 1.5.7.

The specific and cumulative impacts of development or redevelopment upon flooding, water quantity, wildlife habitat, and living marine resources shall be limited in accordance



GOALS, OBJECTIVES AND POLICIES

with the policies set forth by the Future Land Use Element, Conservation Element, Utilities Element, and the Coastal Management Element.

POLICY 1.5.8.

The City shall continue to direct growth away from the ~~CHHA~~ Coastal High Hazard Area by utilizing land use controls, acquisition techniques, and other methods as deemed appropriate.

OBJECTIVE 1.6. PERFORMANCE STANDARDS FOR DEVELOPMENT

New development activity shall abide by standards established for determining appropriate densities, intensities, buffer zones, resource protection and location for development proposed in and adjacent to aquatic and natural preserves, wildlife refuges, and environmental system corridors, natural wetland systems, floodplains, shorelines, and critical habitat areas, in order to protect the natural character, scenic values and public benefit of these areas.

POLICY 1.6.1.

The City shall continue to evaluate zoning to identify, review, and prepare recommendations for lands zoned for development which are inconsistent or incompatible with the protection or conservation of coastal resources, or may exacerbate flooding.

POLICY 1.6.2.

The City shall continue to utilize innovative and alternative zoning districts or techniques to protect coastal resources. Such techniques could include overlay districts, floating zones, bonus ordinances, performance standards, quality development programs, ~~Transferable Development Rights~~, or other incentive-based methods.

POLICY 1.6.3.

The City's Stormwater Master Plan shall contain a database and information system on land use, other studies or evaluation tools, and acreage by watershed within the City limits. This should be coordinated with the County and other adjacent coastal municipalities to annually update this data.

POLICY 1.6.4.

The City shall ~~annually~~ prepare a monitoring and status report, by June 1, 2027, for distribution to the public and ~~elected officials~~ the City Commission. The Report shall contain the results of changes that have occurred in land use, other studies or evaluation tools, and development within each watershed.



GOALS, OBJECTIVES AND POLICIES

POLICY 1.6.5.

The City shall cooperate and coordinate with adjacent local governments, State agencies, and special districts in developing consistent standards, criteria and land development regulations for protection of coastal resources. This may include the evaluation of data and findings regarding sea level rise, erosion, and updated planning guidelines or best management practices for flooding.

POLICY 1.6.6.

The first priority for providing new slips is for the expansion of existing marinas, then to new areas for marinas meeting specific siting criteria.

POLICY 1.6.7.

The City shall maintain as part of the Land Development Code and apply standards for marina siting or expansion ~~to include the following criteria~~ with priority given to expansion of existing marinas.

POLICY 1.6.8.

Docking facilities shall only be approved which require a minimal or no dredging and/or filling to provide access by canal, channel, or road. This restriction shall also apply to widening and/or deepening any existing canal or channel, but not to regular maintenance dredging and filling to meet depth standards of existing canals or channels. Preference shall be given to marina sites with natural channels. In the event that dredging is required, the mooring areas and the navigation access channels shall not be dredged to depths greater than those necessary to prevent prop dredging. Any required dredging shall utilize appropriate construction techniques and materials to comply with State water quality standards (e.g., turbidity screens, hydraulic dredges, properly sized and isolated spoil deposition area to control spoil dewatering).

POLICY 1.6.9.

In reviewing applications for new or expanded docking facilities, ways to improve, mitigate, or restore adverse environmental impacts caused by previous activities shall be explored. This may include green stormwater infrastructure (GSI) or low impact development (LID), shallowing dredged areas, restoring wetland or submerged vegetation, or marking navigational channels. Such mitigation or restoration may be required as a condition of approval for new, renewed, or expanded facilities.



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.7. FLOOD RISK

The City shall eliminate inappropriate and unsafe development and mitigate the flood risk to existing and future development in the coastal areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise when opportunities arise.

POLICY 1.7.1.

The City shall continue to include development and redevelopment principles, strategies and engineering solutions that reduce the flood risk which results from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise. The utilization of innovative analysis techniques such as vulnerability assessments, tidal flood and storm surge inundation information, and other related studies shall be used to help identify: Adaptation Action Areas; public facilities and infrastructure at risk from sea level rise and related impacts; and areas where increased building standards and setbacks should be implemented to protect structures for the duration of their expected life.

POLICY 1.7.2.

The City shall continue to evaluate data and utilize innovative best practices findings to reduce the flood risk in coastal areas which results from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea level rise including but not limited to the use of best available data and analysis from historical floods, and studies or modeling to update planning and evaluation tools. If a buildable lot within the floodplain is proposed to be developed, the City will encourage improvements in the least hazardous flood zone on the property requiring cumulative substantial improvement.

POLICY 1.7.3.

The City shall continue to identify site development techniques and best management practices, including Green Stormwater Infrastructure (GSI) or Low Impact Development (LID) that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.

POLICY 1.7.4.

The City shall continue to require development and redevelopment to be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. Code of Federal Regulations, Part 60, as amended. The Land Development Code should: implement building standards that address future conditions; and limit (re)development to minor and non-habitable structures seaward of the state Coastal Construction Control Line as defined by and consistent with applicable state statutes.



GOALS, OBJECTIVES AND POLICIES

POLICY 1.7.5.

The City shall continue to require that any construction activities seaward of the eCoastal eConstruction eControl lLines established pursuant to Section 161.053 be consistent with chapter 161, as amended.

POLICY 1.7.6.

The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations; maintain an inventory of repetitive loss areas; and utilize the Land Development Code and Stormwater Master Plan to address mitigation strategies.

POLICY 1.7.7.

The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents through education and increased awareness about all types of flood risks and mitigation strategies through the National Flood Insurance Program.

POLICY 1.7.8.

To mitigate the impacts of flooding in development and redevelopment, the City shall consider, when an opportunity arises, cooperating with strategic partners to obtain funding to purchase, for recreational and open space use, “repetitive loss properties” most vulnerable to storm surge and repetitive flooding.

POLICY 1.7.9.

The City may consider the acquisition of severe repetitive loss properties to be used for public open space as property owner interest and procurement opportunities arise, such as through the use of grants.



GOALS, OBJECTIVES AND POLICIES

GOAL 2. NATURAL RESOURCES AND LIVING MARINE RESOURCES

THE CITY SHALL CONSERVE, PROTECT, AND RESTORE NATURAL SYSTEMS. DEVELOPMENT ACTIVITIES SHALL PROTECT AND PRESERVE WHERE PRACTICAL AND DESIRABLE THE ECOLOGICAL, AESTHETIC, AND ECONOMIC VALUE OF NATURAL RESOURCES.

OBJECTIVE 2.1. TOMOKA RIVER AND ITS TRIBUTARIES

The Tomoka River, its tributaries, and associated natural systems shall be protected to maintain and enhance the aesthetic, recreational, and natural values of the river corridor system.

POLICY 2.1.1.

The Tomoka River and its tributaries are designated a Manatee Sanctuary to ensure that the ~~endangered~~ threatened manatee is protected from any adverse impacts from recreation uses and adjacent land uses.

POLICY 2.1.2.

The City shall continue to assist in the implementation of the Tomoka River Aquatic Preserve Management Plan.

POLICY 2.1.3.

In the interest of protecting the manatees and the shoreline against erosion and protecting the public health, safety, and welfare, the City shall maintain the following restrictions on motorboats and personal watercraft for the Tomoka River and its tributaries:

- a. No motor speed zone year-round in Thompson's Creek, and the Little Tomoka River (west of Tymber Creek Road).
- b. Idle speed zone year-round in:
 1. Strickland Creek; and
 2. Dodson Creek; and
 3. all mosquito-control ditches intersecting the Tomoka River;
 4. Tomoka River
 - (a) from I-95 south; and
 - (b) from US 1 to the north boundary of Tomoka Estates;



GOALS, OBJECTIVES AND POLICIES

- c. Slow speed zone year-round in the Tomoka River from the north boundary of Tomoka Estates to the southern boundary of Tomoka State Park;
- d. Caution zone year-round in the Tomoka River from US 1 to I-95 provided that:
 - 1. the maximum speed around that large island located approximately half-way between I-95 and US 1 is limited to 25 mph, with one-way boat traffic around the island; and
 - 2. the maximum speed in the remainder of the aforescribed caution speed zone is limited to 30 mph.

POLICY 2.1.4.

Mosquito control practices that require habitat modification or manipulation shall be avoided unless there is no reasonable alternative and failure to conduct such practices would result in a threat to public health. The following criteria shall apply in the implementation of this Policy:

- a. To the maximum extent possible, existing privately owned mosquito control impoundments shall be managed for both pest control and fisheries habitat.
- b. Impounding as a management practice should be a technique of last resort and only initiated after a thorough and exhaustive search has been made of alternative courses of action.
- c. This does not preclude habitat modification which may be necessary for the reintroduction of existing impoundments into the estuarine system.

POLICY 2.1.5.

The City shall not allow rotary ditching of spoil islands unless it is demonstrated to not adversely affect the water quality of the surrounding surface waters.

~~POLICY 2.1.6.~~

~~The City shall continue to encourage the State to acquire the property known as the Rivers Site and incorporate it into the Tomoka State Park.~~

~~POLICY 2.1.7.~~

~~The City shall continue to prohibit personal watercraft in the Tomoka River and its tributaries in coordination with Volusia County and the Department of Environmental Protection.~~



GOALS, OBJECTIVES AND POLICIES

~~POLICY 2.1.8.~~ POLICY 2.1.6.

The City shall continue a program that establishes baseline water quality data and monitors water quality changes over time for the surface waters of the City as part of permit approvals.

~~POLICY 2.1.9.~~ POLICY 2.1.7.

The City shall promote and encourage low-impact recreational usage of the Tomoka River, such as canoeing, small outboard motorboats, fishing and nature observation that is compatible with the Manatee Sanctuary objectives.

~~POLICY 2.1.10.~~ POLICY 2.1.8.

The City, in cooperation with the Florida Department of Environmental Protection, Volusia County and the Tomoka State Park, shall monitor boating and personal watercraft usage and ~~prepare a study regarding public usage and capacity for the waterways, effectiveness of existing boat and personal watercraft regulations. The study shall recommend options for controlling public use of the waterways including, in cooperation with Volusia County and the Sheriff's office, the feasibility of local regulation of boat traffic as provided for in Florida Statutes.~~ provide recommendations for safety improvements as needed.

OBJECTIVE 2.2. FISH AND WILDLIFE

The City shall protect and preserve the City's fish and wildlife habitat areas from development practices which may jeopardize their ecological and economic value and shall maintain and restore habitat areas under public ownership.

POLICY 2.2.1.

The entire area within the City limits shall continue to be designated a bird sanctuary.

POLICY 2.2.2.

No dredging or filling shall be performed within designated estuarine waters, except for those occasions when there is an overriding public interest or for private access recreational facilities.

POLICY 2.2.3.

Activities within the estuaries that will adversely impact seagrass beds and other valuable submerged aquatic vegetation shall be prohibited, unless an overriding public interest can be shown and adequate mitigation and monitoring measures are included.



GOALS, OBJECTIVES AND POLICIES

POLICY 2.2.4.

The City shall continue to administer and effectively enforce Chapter 23, Article II of the Land Development Code to protect the threatened and endangered sea turtles from the emission of light from areas on or adjacent to the beach. Additionally, the City shall consider financially supporting volunteer organizations that help relocate sea turtles to safe nesting areas.

POLICY 2.2.5.

The disturbance of sea turtle nesting areas shall be prohibited.

POLICY 2.2.6.

The City shall continue to encourage the County to restrict mechanical beach cleaning activities during the nesting period for sea turtles.

POLICY 2.2.7.

Manatees shall be protected through the regulation of boat speeds and the prohibition of marinas in the designated Tomoka River Manatee Sanctuary.

POLICY 2.2.8.

The City shall, in cooperation with various governmental agencies, maintain the ~~adopt a Wildlife Corridor Management Plan along the Tomoka River, similar to but not less than the six hundred (600') foot St. John's River Water Management District (SJRWMD) Tomoka River Riparian Habitat Protection Zone, along the Tomoka River to maintain and enhance the riparian wildlife diversity. In the interim, the City shall continue to preserve contiguous wetland systems and review development proposals with the intent of maintaining the diversity of riparian wildlife.~~

POLICY 2.2.9.

The City shall continue to support a manatee public awareness program (in consultation with the Florida Department of Environmental Protection FDEP and Volusia County) which will include the posting of signs to advise boat users that manatees are an endangered species which frequent the waters of the region's estuaries and lagoons and the provision of manatee literature at conspicuous locations.

POLICY 2.2.10.

In order to maintain good water quality in stormwater management detention ponds and maximize the provision of fish and wildlife habitat, stormwater management systems with permanently wet detention ponds shall be designed, operated and maintained so as to resemble a natural pond to the greatest extent practicable. A natural pond design should include: a littoral zone comprised of native emergent and submerged aquatic macrophytic

COASTAL MANAGEMENT ELEMENT



GOALS, OBJECTIVES AND POLICIES

vegetation; a deep, open-water limnetic zone free of rooted emergent and submerged vegetation; and, where feasible, an upland buffer of native trees, shrubs and understory vegetation.



GOALS, OBJECTIVES AND POLICIES

GOAL 3. BEACH AND DUNES

THE CITY SHALL PROTECT, ENHANCE, AND RESTORE THE FUNCTIONING OF THE BEACH AND DUNE SYSTEMS AND REGULATE DEVELOPMENT ACTIVITIES THAT WOULD DAMAGE OR DESTROY SUCH SYSTEMS.

OBJECTIVE 3.1. BEACH AND DUNE ASSESSMENT REPORT

The City shall require multi-family, tourist/commercial, and subdivision shoreline development and redevelopment proposals along the Atlantic Ocean to submit a Beach and Dune Assessment Report, which is to include a form with a checklist of items to be submitted. The following policies shall apply in implementation of the objective that a beach and dune assessment report be prepared:

POLICY 3.1.1.

The Land Development Code shall require that a Beach and Dune Assessment Report be prepared for multi-family, tourist/commercial, and shoreline development and redevelopment proposals along the Atlantic Ocean.

OBJECTIVE 3.2. DUNE SYSTEM PRESERVATION AND PROTECTION STANDARDS

The City will regulate new development and redevelopment and monitor existing development to preserve and protect the dune system, as implemented in the Land Development Code.

POLICY 3.2.1.

The City shall regulate new construction activities seaward of the Coastal Construction Control Line consistent with the policies of the Department of Environmental Protection and Chapter 161, Florida Statutes, as amended.

POLICY 3.2.2.

The City shall coordinate with the Florida Department of Environmental Protection to ensure the preservation and maintenance of beach/dune vegetation.

POLICY 3.2.3.

Because beach/dune vegetation will provide for varying degrees of continued growth of the dunes which form a buffer area and give protection from storm damage to coastal structures and property, the following general standards for development shall be established in cooperation with ~~DEP~~ the Department of Environmental Protection:



GOALS, OBJECTIVES AND POLICIES

- a. To protect the crest and face of the dune system, which is the area closest to the wind and wave action of the active beach where grasses such as sea oats, vines, and other low-lying plants are dominant, the area seaward of the bulkhead line will be preserved such that no development or construction activities shall be allowed except in the overriding public interest and then only when such alteration is mitigated by the creation of dunes at a 4 to 1 compensatory dune mitigation ratio state permit conditions.
- b. When vegetation seaward of the bulkhead line is sparse or has been damaged by pedestrian or other activities, revegetation shall be undertaken.
- c. 20% of the natural dune vegetation remaining on the site shall be preserved.

POLICY 3.2.4.

The City shall require, to the maximum extent possible, the use and preservation of existing natural vegetation.

POLICY 3.2.5.

Property owners shall be required to seek advice from the Department of Environmental Protection before the cutting, pruning, or removal of beach/dune vegetation.

POLICY 3.2.6.

The use of hard engineering structures shall be discouraged. Alternatives to seawalls shall be encouraged with priority given to soft engineering techniques, such as living shorelines, sand nourishment, the development of new sand dunes, or the enhancement of existing or historical dunes. Any beach stabilization measures shall be required to provide for dune preservation enhancements, creation, or restoration.

POLICY 3.2.7.

Excavation and clearing of properties abutting the beach or containing significant dune systems shall provide for the sensitive reuse of the vegetation and sand by transplantation and relocation in order to reestablish the dunes. Significant dune systems located seaward of the Coastal Construction Control Line that are excavated or disturbed for development and construction shall be mitigated by the creation of dunes at a dune compensatory mitigation ratio of 2 to 1 per the state agency permit conditions. Dune creation shall occur on-site or as close to the site as possible.

POLICY 3.2.8.

Exotic trees and plants not indigenous to the beach and dune environment shall be prohibited. Exotic plant species ~~removed~~ shall be removed per Chapter 3, Article II of the Land Development Code, ~~in conjunction with Policy 2.3.4.~~ Removed plants shall be replanted with native species as deemed appropriate by the City's Landscape Architect.



GOALS, OBJECTIVES AND POLICIES

POLICY 3.2.9.

Reconstruction or replacement of existing hard erosion control structures along the oceanfront which are more than seventy-five (75%) percent destroyed shall meet the criteria contained under Objective 3.4. of this element, except for maintenance and care of structures which are needed to protect evacuation routes and public facilities and utilities. Any such reconstruction or replacement shall be done in conjunction with State Statutes.

POLICY 3.2.10.

Structural development along beaches fronting the Atlantic Ocean shall enhance and not further degrade the coastal beach and dune system. The following criteria shall apply in the implementation of this Policy:

- a. Shoreline buffer zones shall be established to protect and preserve the coastal beach and dune systems fronting the Atlantic Ocean.
- b. Structures shall be prohibited within the established buffer areas except where an overriding public interest is apparent for public park and recreation facilities, or for structures that are necessary for reasonable access and are elevated above the dune vegetation.
- c. Buffer areas shall be measured at least thirty (30') feet landward from the bulkhead line or measured in accordance with the criteria of the Land Development Code which states that no structures are allowed to extend beyond a line projected between the average of the existing buildings rear setback within 800' to the north and south of the site.

POLICY 3.2.11.

The City shall utilize outside technical assistance and expertise available in the coastal geology/engineering field within the Florida Department of Environmental Protection FDEP, school system, or other local governments to aid in the review of development proposals along the Atlantic Coastline that may potentially harm the beach and dune system.

POLICY 3.2.12.

Sand fences should be allowed, provided they are designed and constructed to maximize dune rebuilding and minimize disturbance to sea turtle nesting areas.

OBJECTIVE 3.3. BEACH/DUNE WALKWAY STANDARDS

Beach and dune walkways shall be designed to protect coastal vegetation and dune areas and constructed to maintain or enhance pedestrian access to the beach as implemented in the Land Development Code.



GOALS, OBJECTIVES AND POLICIES

POLICY 3.3.1.

Walkways and walkovers are required at all public access points and adjacent to all new multi-family dwelling structures, timeshare resorts, hotel/motel complexes, and other commercial establishments.

POLICY 3.3.2.

The City shall ~~ensure~~ encourage that all applicable permits from other regulatory agencies such as the Department of Environmental Protection have been received before issuance of a building permit for the walkway or walkover.

POLICY 3.3.3.

Walkways and walkovers shall be constructed in a manner that minimizes short-term disturbances to the dune system and existing vegetation.

POLICY 3.3.4.

Replacement of any vegetation destroyed during construction of the walkway or walkover with similar plants suitable for beach/dune stabilization is required.

POLICY 3.3.5.

Walkways or walkovers constructed across vegetated dunes or across heavily vegetated beach berms shall be pile-supported and elevated above the vegetation and dune system.

POLICY 3.3.6.

Stairs from existing seawalls except for single-family homes shall be amortized and replaced with a walkway or walkover by the year ~~2010~~ 2045, and it shall be built at least thirty (30") inches above the dunes in order to allow for the restoration of the associated dune system.

OBJECTIVE 3.4. SEAWALLS, ~~AND~~ REVETMENTS, AND SHORELINE STABILIZATION FEATURES

Permits for the construction of seawalls, ~~and~~ revetments, and shoreline stabilization features shall be reviewed and approved consistent with the following Policies in order to protect, to the maximum extent possible, the natural functioning values of the beach and dune system and to allow the beach and dunes system to erode and recover without the need for shoreline control structures.



GOALS, OBJECTIVES AND POLICIES

POLICY 3.4.1.

Single-family lots with less than 200 linear feet of ocean frontage if abutted by existing seawalls on both sides, shall be allowed to continue the seawall or revetment to fill in the gap, as implemented by the Land Development Code. Green shoreline stabilization features that include nature-based solutions such as living shorelines, constructed oyster reefs (COR), or wave attenuation devices (WAD) shall be encouraged.

POLICY 3.4.2.

Proposed armoring which does not abut existing armoring, or for multi-family or commercial projects, shall be ~~designed~~ discouraged so as to not significantly interfere with normal beach processes, or adversely impact critical wildlife habitat.

POLICY 3.4.3.

All new or reconstructed armoring projects shall first consider nature-based solutions and green shoreline stabilization features, such as living shorelines, constructed oyster reefs or wave attenuation devices, and upon completion, be covered by an artificial dune with appropriate planting of dune vegetation. The property owners are responsible for proper long-term maintenance of these structures and dunes.

POLICY 3.4.4.

Seawalls and revetments shall be allowed only if conditioned upon dune creation and restoration and the preparation of long-term management plans. In addition to such armoring, added protection shall be provided in the form of a fore dune, at least one-half the height of the armoring, but not less than six (6') feet, and with a forward slope no greater than fifteen (15°) degrees. The top of this dune shall be vegetated with native dune vegetation. The forward edge would be more effective with a sand trap, for example, sand trapping lattice fence or newer innovative nature-based solutions. The line shall be marked at intervals of not less than fifty (50') feet with the notice, "DUNE RECOVERY AREA – NO TRESPASSING." If access across the recovery area is needed, an appropriate elevated walkover ought to be provided. The walkover shall be adequately maintained, or the access point closed.

POLICY 3.4.5.

Native dune vegetation atop the protected area shall extend not less than thirty (30') feet inland, unless otherwise provided by existing construction permits. New development shall direct surface and building runoff from rainwater to a vegetated swale area to the maximum extent practical.



GOALS, OBJECTIVES AND POLICIES

POLICY 3.4.6.

Gaps Less than 200 Feet in Width - Gaps in seawalls and revetments which are less than 200 feet in width may be filled by a seawall or revetment. The type chosen shall be generally of the style and type of the adjacent ones, and shall be of reinforced concrete of thickness to withstand 30-year direct wave impact, and should extend at least four (4') feet below and fourteen (14') feet above the zero-vertical datum. The back area of the structure shall be filled with sand.

POLICY 3.4.7.

Gaps Over 200 Feet but Less Than 1,000 Feet – On a showing of need for protection of life and property, gaps over 200 but less than 1,000 feet may be protected by armoring. The protection shall be designed to prevent high-velocity back-wash, to withstand 30-year direct wave impact and should extend at least four (4') feet below and fourteen (14') feet above the zero-vertical datum. The ends should be generally of the style and type of the protection being joined.

The back area of the armoring shall be sand filled. Armoring which has internal gaps, such as boulders, should have a long-life sand retainer. The armoring of such systems should be inspected at not less than five-year intervals. Deterioration of the sand retainer should be cause for rebuilding of the armoring system.

Where gap-filling is not requested, or allowed, a fore-dune may be constructed.

POLICY 3.4.8.

Gaps Greater than 1,000 Feet in Extent – Except on a showing of extreme hazard to life and property, gaps greater than 1,000 feet between existing beach armoring should be protected solely by "soft protection." This may be the natural beach process, or it may be an enhancement of this process, for example, by the establishment of a fore-dune and vegetated recovery area as described above. Reduction of dune height and/or destruction of native dune vegetation in such gaps shall be forbidden, except that structures allowed by existing permits may be constructed. If gaps of this size are filled due to a determination of hazard, they should conform to the requirements for gaps of 200-1,000 feet.



GOALS, OBJECTIVES AND POLICIES

GOAL 4. WATER QUALITY OF ESTUARIES AND OCEAN

THE CITY SHALL PROTECT, ENHANCE, AND IMPROVE THE WATER QUALITY OF THE ESTUARIES AND OCEAN.

OBJECTIVE 4.1. OCEAN WATER QUALITY

The City shall continuously review development and devise standards and programs to protect ocean water quality.

POLICY 4.1.1.

New development shall not directly discharge stormwater or effluent into the coastal beach area.

POLICY 4.1.2.

Berm and swales shall be required for new development abutting the coastal beaches and dune systems.

POLICY 4.1.3.

All new development on the barrier island shall be required to connect to central water and sewer.

POLICY 4.1.4.

Backwashing of pools into the ocean/beach area shall be prohibited.

POLICY 4.1.5.

The City shall encourage the State and Federal government to prohibit oil drilling offshore of City limits.

OBJECTIVE 4.2. ESTUARINE WATER QUALITY

The City shall continuously review development and devise standards and programs to protect, enhance and improve estuarine water quality so that there is no further degradation of the water quality. Estuarine land uses will be (re)developed to meet the standards and criteria for location, intensity, compatibility and adequate infrastructure established for all (re)development within the City except where the unique attributes and vulnerabilities of the estuarine location require additions or modifications.



GOALS, OBJECTIVES AND POLICIES

POLICY 4.2.1.

Direct discharge of untreated stormwater from new development into surface waters shall be prohibited and no new point sources of pollution shall be permitted.

POLICY 4.2.2.

In coordination with other governmental entities, the City shall continue efforts to procure funding to develop a strategy to provide central sewer to the unincorporated area of the North Peninsula where there is a proliferation of package treatment plants and septic tanks. This strategy shall include the feasibility of the County establishing a tax assessment district for the installation of municipal sewer lines and extension of trunk lines to the wastewater treatment plant.

POLICY 4.2.3.

The City shall protect and ensure that there is no further degradation of the water quality of the estuarine system.

POLICY 4.2.4.

The City shall cooperate with other governmental entities to develop a strategy to provide central water and sewer services to the west portion of the City, including but not limited to: Tomoka Estates, Tomoka View, Tanglewood, and Twin Rivers and Riverbend Estates.

POLICY 4.2.5.

Septic tanks shall not be permitted within 120 feet of the mean high-water mark or 75 feet of the upland/wetland interface, whichever is greater.

POLICY 4.2.6.

The City shall utilize a monitoring program so that point and non-point pollution sources and facilities which are identified as potential water quality problems are regularly and periodically inspected.

POLICY 4.2.7.

The City shall continue to upgrade its existing sewage treatment plant. As additional sewage treatment plants are constructed and/or the existing plant is expanded, a concerted effort and commitment shall be made to restrict the placement of facilities within areas that present health, safety or environmental risks from natural hazards, utilize the highest level of treatment possible, or alternative methods of effluent disposal such as re-use and land spreading/spray irrigation should be used to reduce nutrient loadings to the rivers and estuaries.



GOALS, OBJECTIVES AND POLICIES

POLICY 4.2.8.

Best management practices shall be maintained in the Land Development Code that limit the amount of sediment reaching all surface waters. These practices shall be used in agriculture, silviculture, construction, dredge and fill operations, and stormwater management systems. Erosion and sediment control provisions shall be incorporated as part of the development review process.

POLICY 4.2.9.

The construction of future municipal stormwater management systems and the redesign of existing systems shall consider advanced data and analysis through studies and modeling to help evaluate and refine the timing of discharge of fresh water to the estuary, the hydroperiod of the wetlands as well as the potential loadings and shall maximize the use and preservation of existing wetlands, and impacts from flooding and storm surge. Stormwater systems should be designed to gradually release water via sheet flow through natural or constructed wetlands.

POLICY 4.2.10.

No development shall be permitted to degrade the Class III waters of the Tomoka River, a designated Outstanding Florida Waters waterbody.

POLICY 4.2.11.

The City shall require all ~~PRD-Planned Residential Development's~~ and multi-family projects greater than fifty (50) units, commercial and industrial development greater than ten (10) acres, adjacent to the Halifax River, the Tomoka River, and tributaries to properly assess the potential impacts of the project on the surface waters, due to flooding, by preparing an individual surface water monitoring program to assess the predevelopment condition. After the initial baseline data is completed, the monitoring shall continue through the requirements of the approved stormwater management plan. ~~the construction phase. The monitoring program shall be designed to detect any decline in water quality as defined by ambient standards as approved by the City Engineer. Should any decline in water quality be attributable to the development project, suitable actions shall be undertaken to test further the source and to make recommendations for immediate corrective actions. The monitoring program shall continue for the life of the project with reports submitted to the City yearly for the first 5 years after construction and then every 5 years thereafter.~~

POLICY 4.2.12.

All development shall review and report on their stormwater management system and provide an assessment of the impacts of the development with regards to the established

COASTAL MANAGEMENT ELEMENT



GOALS, OBJECTIVES AND POLICIES

ambient chemical and biological conditions of the wetlands and waters within and adjacent to the subject site.



GOALS, OBJECTIVES AND POLICIES

GOAL 5. HURRICANE EVACUATION/COASTAL FLOOD HAZARDS

THE CITY SHALL PLAN AND IMPLEMENT PROGRAMS AND DEVELOPMENT REGULATIONS TO LESSEN THE IMPACT OF A DESTRUCTIVE STORM ON THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING PUBLIC FACILITIES AND NATURAL RESOURCES.

OBJECTIVE 5.1. PUBLIC INFORMATION

The City shall continue to implement an effective public information program to inform the public of ~~hurricane vulnerability zones~~ Hurricane Vulnerability Zones, hurricane evacuation plans, and post-disaster redevelopment programs, as implemented by the City's Peacetime Emergency Plan.

POLICY 5.1.1.

Any public relations program ~~explaining to the coastal residents that explains~~ the potential threat from hurricane hazards will be coordinated with the schools, hospitals, Chamber of Commerce, assisted living facilities, day care centers, and local, regional, State, and Federal governments.

POLICY 5.1.2.

The City shall continually ensure that collateral materials, such as brochures, posters and hurricane tracking maps are available ~~for distribution~~ to the general public electronically. City departments shall ~~act as distribution sites~~ provide website information or provide a printout if internet is not accessible.

POLICY 5.1.3.

All condominiums, timeshare resorts, hotels/motels, apartments, subdivisions, and redevelopment projects ~~shall~~ are encouraged to properly notify all residents of potential flood hazards and hurricane evacuation routes.

POLICY 5.1.4.

Timeshare resorts, hotels/motels, and condominiums ~~shall~~ are encouraged to display hurricane warning and evacuation information material in a prominent place.

POLICY 5.1.5.

The City shall continue to implement a City-prepared Local Peacetime Emergency Management Plan as approved by the City Commission.



GOALS, OBJECTIVES AND POLICIES

POLICY 5.1.6.

An annual update will be prepared by May 1st, by appropriate staff explaining the Local Peacetime Emergency Plan, analyzing any problems and making specific recommendations for change.

POLICY 5.1.7.

The City Fire Department shall maintain an inventory of all sites where hazardous waste may be generated, stored, or transported and which are located on the barrier island and in the ~~hurricane vulnerability zone~~ Hurricane Vulnerability Zone. The City will also coordinate with County, Regional, State, and Federal jurisdictions to ensure that hazardous substances are properly managed and stored to prevent contamination during a coastal storm event.

POLICY 5.1.8.

The current Local Peacetime Emergency Plan shall be modified as necessary by appropriate staff to comply with the Policies under this Objective, and shall contain step-by-step details for post-disaster recovery operations.

OBJECTIVE 5.2. COASTAL EVACUATION TIMES

The City shall maintain the Coastal Evacuation time, as adopted, based on a level-of-service standard D during time of hurricane in any category storm.

POLICY 5.2.1.

A level-of-service standard shall be maintained, based upon the most up-to-date regional evacuation studies to evacuate populations most at risk in the Hurricane Vulnerability Zone, defining 14 hours as the maximum time to evacuate the population at risk within the City's hurricane vulnerability zone and defining 6 hours as the maximum clearance time as implemented in the Land Development Code.

POLICY 5.2.2.

The City will make all efforts possible to ensure that evacuation orders are issued in a timely manner to ensure the safe and orderly evacuation of the population. Orders should be issued at least 14 hours before projected hurricane landfall in coordination with Volusia County or State Emergency Management.

POLICY 5.2.3.

Land development-decisions, as regulated by the Land Development Code, affecting the barrier island and ~~hurricane vulnerability zone~~ Hurricane Vulnerability Zone shall consider the impact to evacuation times. Consequently, no development order shall be issued if the



GOALS, OBJECTIVES AND POLICIES

impact of such development reduces the levels-of-service below an acceptable level, unless mitigation is provided.

POLICY 5.2.4.

All new development located in the Hurricane Vulnerability Zone shall prepare a report indicating the impact of such development on the hurricane evacuation time standards as implemented by the Land Development Code.

~~POLICY 5.2.5.~~

~~In order for an applicant to conduct a transportation analysis and determine the impacts of development on the hazard clearance time, the following needs to be submitted by the applicant for development (as implemented by the Land Development Code).~~

OBJECTIVE 5.3. PUBLIC FACILITIES AND INFRASTRUCTURE

Public facilities and infrastructure shall be constructed and maintained in order to protect the public health, safety, and welfare during coastal storm events.

POLICY 5.3.1.

The City shall support, through ~~Metropolitan~~ Transportation Planning Organization efforts, improvements to existing bridges to facilitate evacuation and to improve public access to the beach.

POLICY 5.3.2.

Future roadway improvements shall minimize the impact of flooding and storm damage on evacuation route facilities.

POLICY 5.3.3.

In cooperation with other governmental agencies, the City shall ensure evacuation routes are designated in such a way as to distribute traffic demand to provide optimum utilization of available roadway facilities. This will include the redistribution of a portion of the traffic from the Granada Bridge to the Seabreeze Bridge.

POLICY 5.3.4.

Public expenditures shall be prohibited that will encourage new development inside the Coastal High Hazard Area (CHHA), unless the expenditures are consistent with policies specifically identified in the Coastal Management Element or cross-referenced to another appropriate element, and included in the Capital Improvements Element. This prohibition does not include: expenditures associated with redevelopment or development of properties



GOALS, OBJECTIVES AND POLICIES

in accordance with previously approved subdivisions or site plans; public access and recreation facilities; or resource restoration projects and facilities.

POLICY 5.3.5.

If constructed, all public facilities in the Hurricane Vulnerability Zone shall be flood proofed to minimize damages from storms and hurricanes.

POLICY 5.3.6.

The City shall continually update and maintain a contingency and management plan in the event of significant damage to the municipal wastewater treatment plant located on Wilmette Avenue.

POLICY 5.3.7.

The City shall continually participate in a “hazard identification and vulnerability assessment” study of public infrastructure in the Hurricane Vulnerability Zone and Coastal High Hazard Area. Capital improvement programming and land development regulations shall be adopted or revised, as necessary, to establish a continuing program of hurricane mitigation.

POLICY 5.3.8.

If feasible, and where State funds are anticipated to be needed, public infrastructure presently within the Coastal High Hazard Area (CHHA) shall be relocated outside of said area when repairing/replacing the infrastructure. If relocation of the infrastructure is deemed by the City to not be feasible, any reconstruction or repair of the infrastructure necessitating State funds shall be designed as to be consistent with the provisions of the Coastal Management Element. Facilities within the Coastal High Hazard Area that present health, safety or environmental risks from natural hazards shall be restricted.

OBJECTIVE 5.4. SHELTER FOR POPULATION

In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall designate hurricane evacuation shelters to protect the population in the region-wide Hurricane Vulnerability Zone.

POLICY 5.4.1.

In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall maintain hurricane emergency shelter facilities to accommodate at least 23% of the population in the Hurricane Vulnerability Zone, based upon a standard of 40 square feet of shelter space per person.



GOALS, OBJECTIVES AND POLICIES

POLICY 5.4.2.

New hurricane emergency shelter space shall not be located in the Hurricane Vulnerability Zone.

OBJECTIVE 5.5. POST-DISASTER REDEVELOPMENT

The City shall follow the provisions of the County Post-Disaster Relief Plan and the City's Peacetime Management Plan during post-disaster redevelopment efforts. If necessary, amendments may be made to the Comprehensive Plan based upon updated Post-Disaster Relief Plans as they occur.

POLICY 5.5.1.

The Post-Disaster Relief Plan shall include: the identification of land areas that should not be reconstructed; abandonment and/or relocation of buildings, rebuilding of public facilities; and reconstruction with structural modifications.

POLICY 5.5.2.

The Post-Disaster Relief Plan shall also identify structures in the Coastal High Hazard Area that might be of some utility for public access to coastal beaches and waterways, and make recommendations for acquisition when post-disaster opportunities arise. It shall establish guidelines for determining priorities for the acquisition of storm-damaged property in the Hurricane Vulnerability Zone.

POLICY 5.5.3.

The Post-Disaster Relief Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Hurricane Vulnerability Zone.

~~POLICY 5.5.4.~~

~~The Planning Department shall review the feasibility of a build-back policy, to be applied after a disaster. The Planning Department will prepare recommendations for the City Commission by 2010.~~

~~POLICY 5.5.5.~~ POLICY 5.5.4.

The City's Peacetime Emergency Management Plan for post-disaster relief in the form of disaster assessment, the provision of temporary housing, and the provision of individual assistance shall be coordinated with the appropriate governmental agencies and shall be updated as needed.



GOALS, OBJECTIVES AND POLICIES

~~POLICY 5.5.6.~~ POLICY 5.5.5.

Following a hurricane event, mitigative actions shall be undertaken to reduce or avoid future property damage through the implementation of programs based upon the following criteria:

- a. Post-hurricane mitigation should include mechanisms for the relocation of structures significantly damaged as the result of a major storm event.
- b. Land acquisition programs should include provisions for the timely redirection of funds directed toward the acquisition of beach and estuarine properties which should not be redeveloped.
- c. The redevelopment and rebuilding of facilities which serve to encourage growth in vulnerable areas should be limited to those instances where it is necessary in order that needed public services are provided to existing development.
- d. If rebuilt, structures which suffer damage in excess of fifty (50%) of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure.
- e. Structures which suffer repeated damage to pilings, foundations, or load bearing walls shall be required to rebuild landward of their current location or to modify the structure to ~~delete~~ remove the areas most prone to damage.

~~POLICY 5.5.7.~~

~~Within 24 hours after a hurricane, the City Commission shall meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium on building activities not necessary for the public health, safety, and welfare.~~

~~POLICY 5.5.8.~~

~~The Recovery Task Force shall include the City Manager, Planning Director, City Engineer, Chief Building Official, City Attorney, Facilities Maintenance Manager, Police and Fire Chiefs, Public Works Director, Public Utilities Manager, and other members as directed by the City Commission. Staff shall be provided by the departments whose directors sit on the Task Force. The Task Force shall be terminated after implementing its responsibilities under Policies 5.5.9, 5.5.10 and 5.5.11.~~

~~POLICY 5.5.9.~~

~~The Recovery Task Force shall: review and decide upon emergency building permits; coordinate with State and Federal officials to prepare disaster assistance applications; analyze and recommend to the City Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; design a redevelopment plan; and~~

COASTAL MANAGEMENT ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~recommend amendments to the Comprehensive Plan, Local Peacetime Emergency Plan, and other appropriate policies and procedures.~~

~~POLICY 5.5.10.~~

~~Immediate repair and cleanup actions needed to protect the public health and safety include repairs to potable water, wastewater, and power facilities; removal of debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwellings habitable. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its task.~~

~~POLICY 5.5.11.~~

~~The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or any other reports.~~



GOALS, OBJECTIVES AND POLICIES

GOAL 6. PUBLIC ACCESS TO THE BEACH AND WATERWAYS

THE CITY SHALL MAINTAIN AND IMPROVE PUBLIC ACCESS TO THE SOVEREIGN LANDS OF THE COASTAL MANAGEMENT AREA THROUGH THE PROVISIONS OF COASTAL BEACH ACCESS FACILITIES, FISHING PIERS, BOAT RAMPS AND MARINAS.

OBJECTIVE 6.1. BEACH DRIVING

Beach driving shall continue in a manner that maximizes public safety and minimizes destruction to the beach and dune system.

POLICY 6.1.1.

The City will encourage driving on the beach to be continued south of Granada, but limited to Standish Drive north of Granada, due to high tides and soft sand hazards. During exceptionally high tides, the beach should be closed to driving.

POLICY 6.1.2.

The area of the beach north of Standish Avenue should continue to be a “No Driving Zone” and a designated “Safe Play Zone” for children.

POLICY 6.1.3.

The City will encourage the County to prohibit vehicles from driving or parking on the beach that leak oil, gas, and anti-freeze or any other hazardous materials with specific penalties established and with enforcement by appropriate personnel such as the Beach Rangers-Volusia County Beach Safety.

POLICY 6.1.4.

The City shall encourage the County to regulate beach driving in such a manner that it minimizes the danger to the nesting areas of least terns, and sea turtles, and other State or Federally protected flora and fauna.

OBJECTIVE 6.2. JURISDICTIONAL RESPONSIBILITY FOR THE BEACH

The City shall ensure, to the maximum extent possible, that County management of the coastal beaches and approaches of the City, as well as County regulation of the beaches and public beach access and use, is consistent with the purpose and intent of the City to protect



GOALS, OBJECTIVES AND POLICIES

the public health, safety, and welfare and to protect the environment. The City shall further respect the private property rights of oceanfront property owners.

POLICY 6.2.1.

The City shall continue to participate in the activities of the County entity responsible for beach related policies. The City Commission, as a whole, shall entrust its representative(s) to make specific recommendations for amending The Unified Beach Code consistent with the interests of the City. The following criteria shall apply in implementation of this Policy:

- a. City staff shall annually review the Unified Beach Code with regard to the comprehensive regulation of public health, safety, and welfare on and pertaining to the beach, including, but not limited to, regulation of: individual conduct; pedestrian safety; vehicular access and fees; operation and parking of vehicles on beaches and approaches; and vendors, concessionaires, and special events.
- b. The City Commission shall annually appoint a representative(s) to the County entity responsible for beach related policies.

POLICY 6.2.2.

In coordination with the County, the City shall ensure that the County is expending funds to maintain a uniform level-of-service on the beach responsive to use and demand. If it is determined that level-of-services are diminishing below an acceptable level to the community, then the City shall notify the County.

OBJECTIVE 6.3. BEACH TOLLS

In cooperation with the County, the City shall minimize potential adverse impacts caused by the collection of beach tolls such as increased traffic congestion, reduction of vehicular access points to the beach, and reduction in tourist activity.

POLICY 6.3.1.

Since beach ramp closings during the toll season severely restrict public access to the beach, the City shall ensure that the minimum standards for beach access are maintained by either requesting the County to open more ramps or by encouraging the County to utilize the beach vehicular ramps as parking areas.

POLICY 6.3.2.

The City will continue to encourage the County to adopt a level-of-service standard for beach access of an average one-quarter mile intervals which should be maintained throughout the year.



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 6.4. OFF-BEACH PARKING

The City shall encourage the County to provide off-beach parking facilities as appropriate to maintain or improve public access to the beach provided, however, that no sections of the beach that are presently available for parking are closed.

POLICY 6.4.1.

Since the County has exclusive authority to regulate public beach access, including parking of vehicles on beaches and approaches as per the County Charter, then the City shall encourage the County to provide for off-beach parking facilities to the maximum extent feasible and to the extent that the County incurs the cost of construction and maintenance of said facilities.

POLICY 6.4.2.

The City shall prohibit the vacation of public right-of-way that provides or could provide public access to the beach or off-beach parking without an equivalent type of access.

OBJECTIVE 6.5. BEACH ACCESS FACILITY MAINTENANCE AND AMENITIES

In the interest of the public health, safety and welfare, the City shall monitor the services of the County to ensure that beach access facilities are properly maintained.

POLICY 6.5.1.

The County shall be encouraged by the City to provide amenities such as showers and rest rooms at the various beach access facilities.

OBJECTIVE 6.6. DOCKS AND MARINAS

Docks and marinas shall be constructed and expanded to protect the natural resources and public health, safety, and welfare as implemented by the Land Development Code.

POLICY 6.6.1.

Marinas shall not be located in the Tomoka River or its tributaries.

POLICY 6.6.2

Marinas shall not be located adjacent to residential neighborhoods unless a 100-foot vegetated buffer is established to screen the business activity.

POLICY 6.6.3.



GOALS, OBJECTIVES AND POLICIES

Dock facility standards and marina siting standards shall be maintained in the Land Development Code. Docks, boathouses, and other similar structures proposed for the Halifax River, Tomoka River and its canals and tributaries shall be constructed in accordance with the Land Development Code regulations.

OBJECTIVE 6.7. SCENIC ROUTES AND OVERLOOKS

The City shall establish scenic routes and overlooks to preserve the natural beauty and scenic vistas of the Community.

POLICY 6.7.1.

The City shall maintain the following scenic route designations:

- a. US 1 from Thompson's Creek to Nova Road;
- b. All of Beach Street;
- c. All of John Anderson Drive;
- d. All of Riverside Drive;
- e. Addison Drive;
- f. SR A1A (Ocean Shore from SR 40 (Granada Blvd.) to the northern City limit; and
- g. SR 40 (Granada Blvd.) from SR A1A (Ocean Shore/South Atlantic Blvd.) to Beach Street.

POLICY 6.7.2.

Scenic routes shall be protected by the following criteria:

- a. The City shall preserve and nurture the existing canopy of native vegetation over the scenic roadways by developing a program of replanting in areas where the cover is nominal or diminishing.
- b. Any widening of the roadways shall mitigate against the loss of canopy by planting mature trees at least three (3) to five (5) years in advance of the planned construction.
- c. Lots adjacent to scenic roadways shall be developed in such a manner that maximizes the scenic vistas from the roadway and minimizes flooding.
- d. Front yard setback requirements shall be established for lots fronting scenic roadways and routes in the Land Development Code.

POLICY 6.7.3.



GOALS, OBJECTIVES AND POLICIES

The City shall continue to provide scenic overlooks and parking areas along the scenic roadways.

POLICY 6.7.4.

If the City owns the land in the future, a scenic overlook shall be established on US 1 between Thompson's Creek and the Tomoka River.

POLICY 6.7.5.

Priority for bike paths construction shall be for scenic highways and scenic routes excluding those bike paths necessary for public safety.

POLICY 6.7.6.

The City shall continue to encourage the County to retain a maximum allowable speed limit of 35 miles per hour on the North Beach Street scenic corridor. The City shall continue to, in cooperation with the County, develop procedures for maintaining or reducing the number of vehicular trips, including the provision of an alternative roadway to meet traffic circulation demands.

POLICY 6.7.7.

The City shall, through interlocal agreement with adjacent local governments, establish corridor management strategies and recommendations to protect the scenic quality of the identified scenic roadways by limiting or prohibiting commercial or industrial land uses, conducting an inventory of existing land uses and ownership patterns, establishing desired right-of-way widths, establishing standards for additional screening, buffering, and setbacks, controlling access, and including urban design criteria for structures and signage.

POLICY 6.7.8.

Signage shall be maintained that designates Scenic Roadways.

POLICY 6.7.9.

The Land Development Code provisions that implement this objective may include land use controls such as overlay districts or site plan review requirements to maintain the natural appearance and aesthetics of the Scenic Routes.

POLICY 6.7.10.

Encourage the use of adaptation strategies for planning and design of Scenic Roadways, parks and open spaces in areas vulnerable to sea level rise and high tides in a manner that can help serve multiple functions, such as: recreational; enhanced water quality; natural ecosystem restoration; and coastal flooding accommodation.

HURRICANE VULNERABILITY ZONE

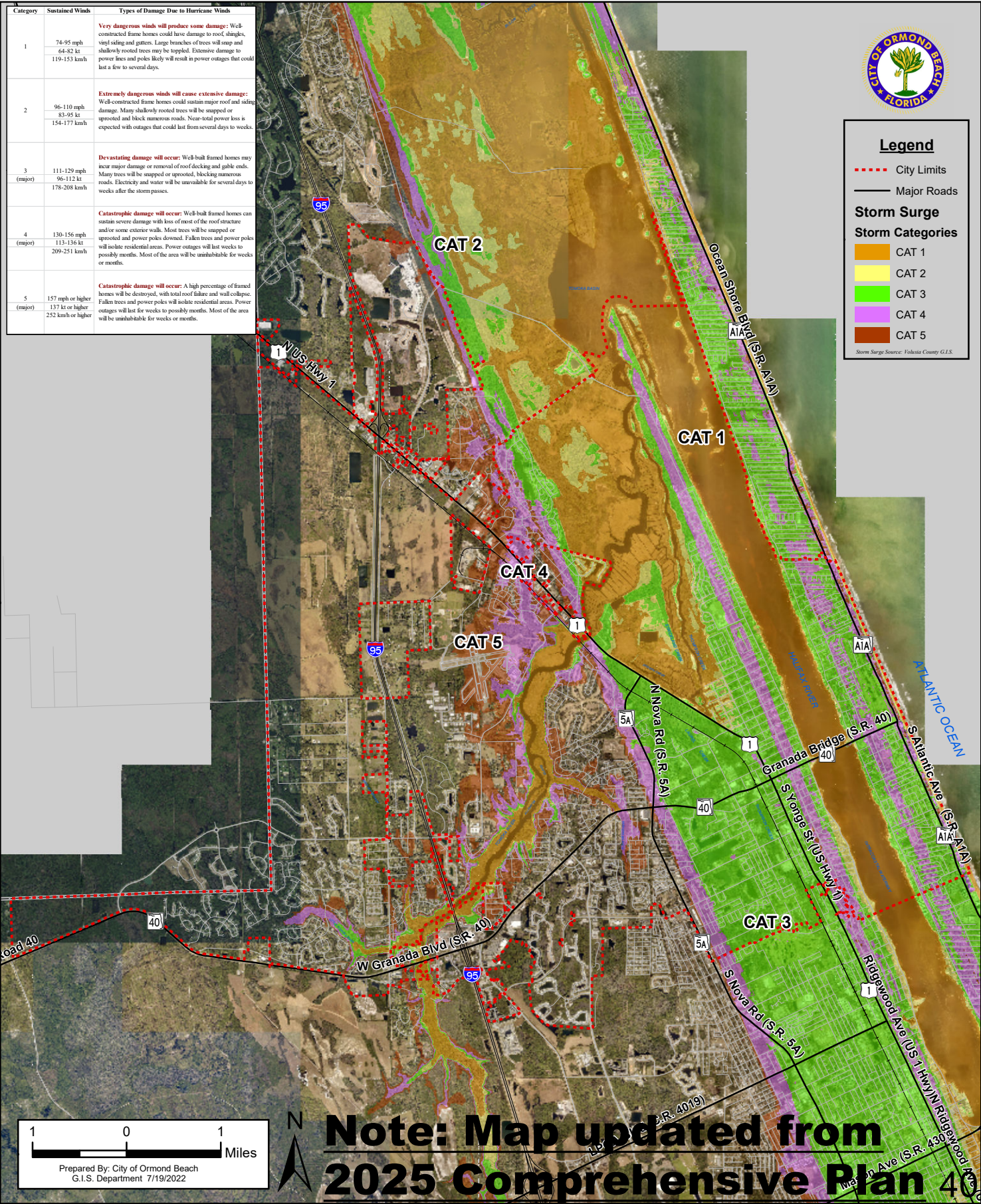
Figure #1

Category	Sustained Wind	Types of Damage Due to Hurricane Winds
1	74-95 mph 64-82 kt 119-153 km/h	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, gables, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph 83-95 kt 154-177 km/h	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3	111-129 mph 96-112 kt 178-208 km/h	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4	130-156 mph 113-136 kt 209-251 km/h	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5	157 mph or higher 137 kt or higher 252 km/h or higher	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.



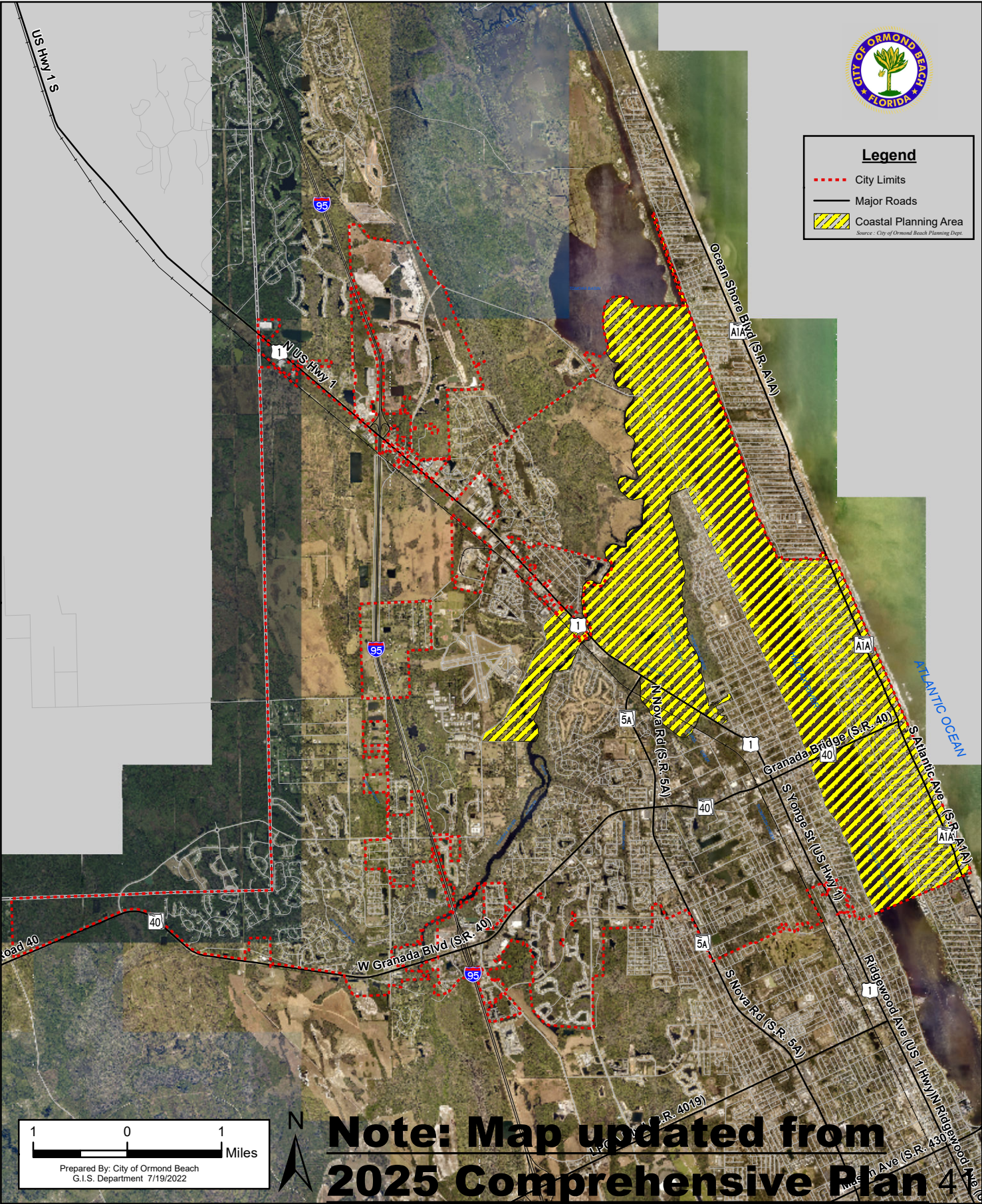
Legend

- City Limits
 - Major Roads
 - Storm Surge
 - Storm Categories
 - CAT 1
 - CAT 2
 - CAT 3
 - CAT 4
 - CAT 5
- Storm Surge Source: Volusia County G.I.S.



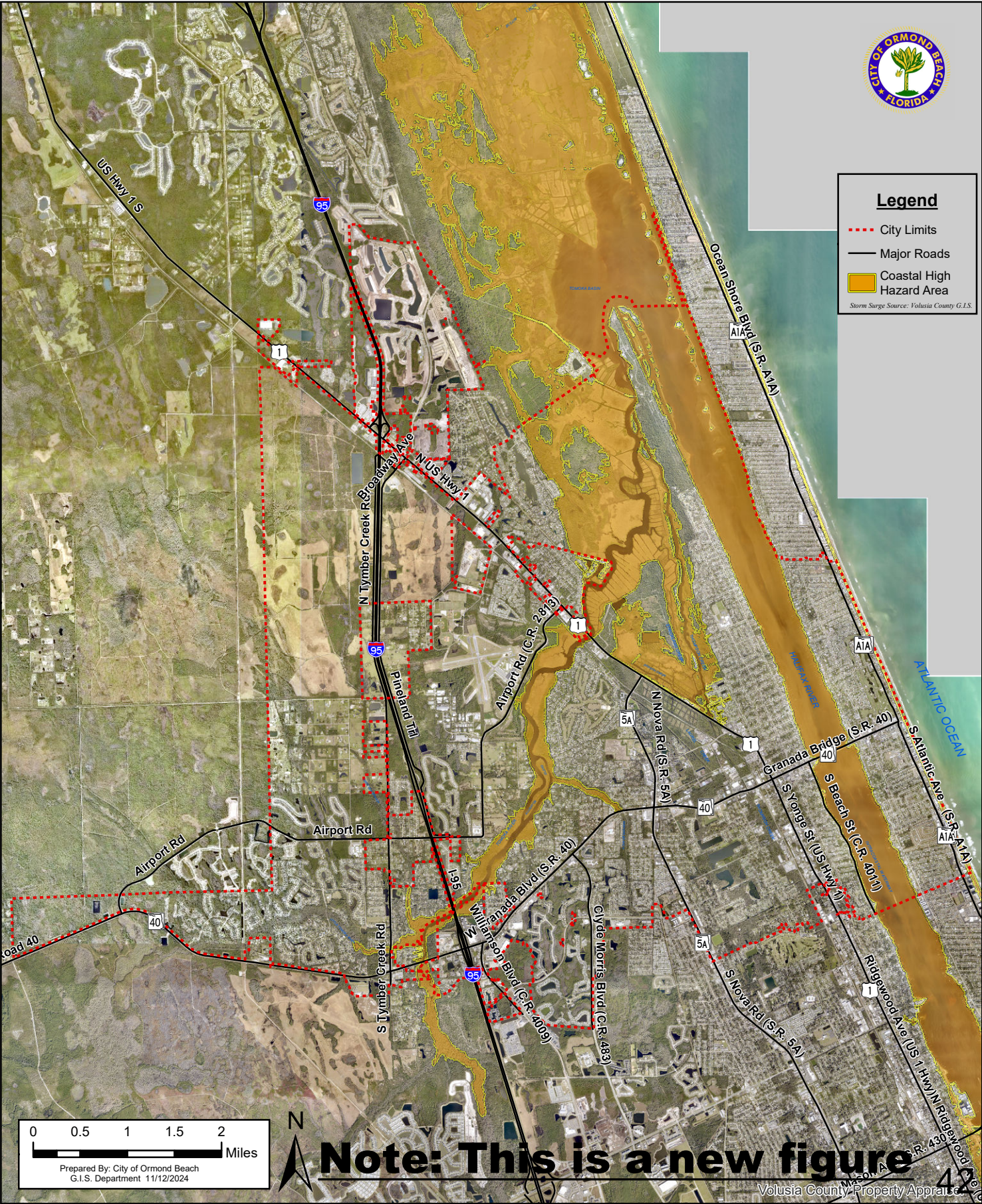
COASTAL PLANNING AREA / APAPTATION ACTION AREA

Figure #2



COASTAL HIGH HAZARD AREA

Figure #3



NEW PAGE ADDED



HOUSING ELEMENT



HOUSING ELEMENT

GOALS, OBJECTIVES AND POLICIES



HOUSING ELEMENT GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. HOUSING SUPPLY	2
OBJECTIVE 1.1. HOUSING SUPPLY	2
OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES	5
OBJECTIVE 1.2. SUBSTANDARD HOUSING	6
OBJECTIVE 1.3. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT	6
OBJECTIVE 1.3. ATTAINABLE HOUSING	7
OBJECTIVE 1.4. GROUP HOMES AND FOSTER CARE FACILITIES	9
OBJECTIVE 1.5. DISPLACEMENT	9
OBJECTIVE 1.6. HISTORICALLY SIGNIFICANT HOUSING	10
OBJECTIVE 1.7. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT	10
GOAL 2. NEIGHBORHOOD MAINTENANCE	11
OBJECTIVE 2.1. NEIGHBORHOOD MAINTENANCE	11
OBJECTIVE 3.1. REHABILITATION OF SUBSTANDARD HOUSING	12
OBJECTIVE 3.2. COORDINATION OF HOUSING ACTIVITIES	12
GOAL 4. HOME OWNERSHIP	13
OBJECTIVE 4.1. HOUSING OPPORTUNITIES	13
OBJECTIVE 4.2. HOUSING COSTS	15
GOAL 5. EQUAL HOUSING	17
OBJECTIVE 5.1. EQUAL HOUSING	17
OBJECTIVE 5.2. GROUP HOMES AND FOSTER CARE FACILITIES	17
GOAL 6. JOBS AND HOUSING BALANCE	18
OBJECTIVE 6.1. JOBS AND HOUSING BALANCE	18

HOUSING ELEMENT

GOALS, OBJECTIVES AND POLICIES



HOUSING ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY, THROUGH THE FUTURE LAND USE MAP AND ZONING REGULATIONS, OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to ~~facilitate~~ assist the private ~~production~~ sector, other public organizations, and housing non-profit agencies to provide a variety of housing types and price ranges for existing and future residents. ~~of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.~~

POLICY 1.1.1.

A housing impact analysis shall be performed for all proposed City ordinances affecting development to ensure such provisions do not unnecessarily increase housing cost or inhibit innovative housing layout and design.

POLICY 1.1.2.

Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.

POLICY 1.1.3.

The City shall support Volusia County's housing programs that conserve or increase the supply of standard housing affordable to low- and moderate-income households.

POLICY 1.1.4.

The City shall support the Ormond Beach Housing Authority's efforts to provide housing assistance to lower and very-low-income residents of the City.

HOUSING ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 1.1.5.~~

~~The City shall establish an Affordable Housing Task Force every five years from the date of the previous Housing Plan update to review progress on previous Plan implementation and make new affordable housing recommendations if needed.~~

~~POLICY 1.1.6.~~

~~By 2012, the City shall create a housing partnership involving the County, City, financial institutions, and community-based non-profits for the purpose of providing financial and technical resources to assist the production of affordable housing that is designed for universal accessibility.~~

~~POLICY 1.1.7.~~

~~The City shall support public-private partnerships that provide for the housing needs of very low, low- and moderate-income residents utilizing Federal, State and local housing programs.~~

~~POLICY 1.1.8.~~

~~The City shall coordinate, with Volusia County, the efforts by Halifax Habitat for Humanity to purchase lots for the purpose of constructing homes for qualified low to moderate income families.~~

~~POLICY 1.1.9.~~

~~By 2010, the City shall have implemented the recommendations of the 2008 Housing Study Update Plan.~~

~~POLICY 1.1.10.~~

~~By 2012, the City shall have developed an Excel-Based Housing Demand Forecast Model to ensure that the available residential land use acreage and its densities remain in balance with the expected to reside population.~~

~~POLICY 1.1.11.~~

~~The City shall support and promote the concept of universal accessibility for all new housing created in the city by the private housing market.~~

~~POLICY 1.1.12.~~

~~By the year 2010, the City shall have implemented the Affordable Housing Task Force recommended changes to the City's permitting process related to enhance the efficiency of development services.~~

HOUSING ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.1.5.

The City shall continue to provide land use designations on the Future Land Use Map and zoning districts on the Official Zoning Map to ensure that adequate amounts of land are available to accommodate projected residential needs.

POLICY 1.1.6.

Through the Land Development Code, the City shall ensure the availability of safe and adequate housing units of different types, sizes, and price ranges to meet the needs of all current and future residents.

POLICY 1.1.7.

The Planned Residential Development zoning designation shall be maintained as a zoning tool to permit residential subdivisions that provide higher amenities, such as recreation, natural preservation, and open space. The Planned Residential Development is designed to review subdivision development in the “Suburban Low Density Residential” land use, smaller developments, and redevelopments. The City Commission may consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements through the Planned Residential Development process to foster varied housing opportunities by type and cost.

POLICY 1.1.8.

The City shall promote mixed-use developments by allowing residential densities within commercial land uses. Mixed-use developments are encouraged in the Downtown Community Redevelopment Area and the multi-modal corridors.

POLICY 1.1.9.

Mobile and manufactured housing shall be permitted within the Land Development Code through the zoning regulations.

POLICY 1.1.10.

The Land Development Code shall continue to allow accessory dwelling units within single-family zoning classifications.

POLICY 1.1.11.

The City shall establish partnerships with private and public non-profit groups, private developers, and other affordable housing providers.



POLICY 1.1.12.

Assisted living facilities shall be allowed in commercial and residential zoning districts within the Land Development Code.

~~OBJECTIVE 1.2. — PROVISION OF ADEQUATE SERVICES AND FACILITIES~~

~~Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.~~

~~POLICY 1.2.1.~~

~~The general residential development pattern in the City should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.~~

~~POLICY 1.2.2.~~

~~Large scale residential development shall be required to provide a wide range of services and facilities in accordance with their relative size of development, in order to meet the needs of their residents and eliminate or reduce direct or indirect cost in providing such facilities by the general public.~~

~~POLICY 1.2.3.~~

~~The City shall continue to develop facilities and services master plans that guide residential development patterns in a manner that encourages compact development and discourages urban sprawl.~~

~~POLICY 1.2.4.~~

~~The City shall ensure the continued improvement of public services and facilities in areas which are experiencing deterioration in order to encourage reinvestment by the private sector and promote a residential environment that fosters community pride and provides safe and sanitary living conditions.~~

~~POLICY 1.2.5.~~

~~The City's Land Development Code shall designate lands for residential development consistent with the availability of public facilities at the Level of Service as outlined in this~~

HOUSING ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~Comprehensive Plan for all households, including low and moderate income families, mobile and manufactured homes, group homes and foster facilities and households with special needs.~~

OBJECTIVE 1.2. SUBSTANDARD HOUSING

The City will seek to identify and engage in activities to reduce the number of substandard housing units and prevent the need for City-initiated demolitions.

POLICY 1.2.1.

The City shall continue to enforce the building, plumbing, electrical, mechanical, and all other associated construction codes to ensure compliance for safe housing and to achieve necessary corrective action where non-compliance exists.

POLICY 1.2.2.

The City shall continue implementing methods to maintain and improve the housing stock, including yard maintenance, solid waste management, vehicle parking, and other blighting conditions.

POLICY 1.2.3.

The City shall continue to identify and seek to gain compliance for dilapidated housing units through the code enforcement process. The property owner shall demolish housing units that cannot be rehabilitated. Where structures identified as unsafe are not demolished promptly, the City shall perform the demolition after due notice and place a lien on the property.

OBJECTIVE 1.3. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT

~~Encourage resource efficient green building, and sustainable development practices to enhance energy efficiency of housing in Ormond Beach.~~

POLICY 1.3.1.

~~Encourage installation of renewable energy systems by homeowners.~~

POLICY 1.3.2.

~~Encourage the incorporation of green building practices into development projects.~~

HOUSING ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 1.3.3.~~

~~Provide educational materials regarding energy efficiency, sustainable design, and climate change, that encourage residents and business owners to invest in energy efficiency improvements through community outreach efforts through the City's website.~~

~~POLICY 1.3.4.~~

~~The City shall promote energy conservation techniques that incorporate Federal Energy Star Standards, as consistent with the requirements of the Florida Building Code.~~

~~POLICY 1.3.4.~~

~~Encourage building orientation that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and reduce greenhouse gas emissions.~~

~~POLICY 1.3.5.~~

~~Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapo-transpiration and shade.~~

~~POLICY 1.3.6.~~

~~Promote building design appropriate for local climate conditions.~~

~~POLICY 1.3.7.~~

~~The City shall encourage the construction of energy efficient housing by exploring innovative regulations through nationally recognized green building standards, that promote energy conserving and environmentally sensitive technologies.~~

OBJECTIVE 1.3. ATTAINABLE HOUSING

Adequate housing and land areas for very low-income, low-income, and moderate-income should be available to meet the housing needs through the provision of adequate residential land at various densities throughout the City.

POLICY 1.3.1.

Mobile, manufactured, modular, or alternative construction homes are allowed within the Land Development Code as a form of housing that can be more affordable to a broader range of individuals than traditional site-built homes and add to the variety of the available housing stock.

GOALS, OBJECTIVES AND POLICIES

POLICY 1.3.2.

Mobile Homes built to Housing and Urban Development standards shall be allowed in the T-2 zoning district within the Land Development Code on platted lots.

POLICY 1.3.3.

The Land Development Code shall allow modular buildings in all residential zoning districts, as defined in Chapter 553, Florida Statutes, provided the structures comply with all applicable building code standards.

POLICY 1.3.4.

Projects seeking to construct housing for very low-income, low-income, and moderate-income shall be provided with an expedited permitting process for site plan review and building permitting.

POLICY 1.3.5.

Developers may apply for any of the following regulatory relief provisions as part of a development that incorporates very low-income, low-income, and moderate-income housing units:

- a. Waiver of development fees related to approvals;
- b. Increased densities are allowed to accomplish affordable housing goals. The percentage of low and moderate housing set aside and the accompanying density bonus may increase in proportion to one another, but it shall not exceed 20 percent;
- c. Reduction of parking and setback requirements, particularly for housing designed for persons 65 and older; and
- d. Modifying sidewalk and street requirements, particularly in developments designed for persons 65 and older.

POLICY 1.3.6.

If development regulations are identified as hindering a project for very low-income, low-income, and moderate-income, consideration shall be given to processing a Land Development Code amendment or Planned Development at no cost to the project.

POLICY 1.3.7.

The City should seek funding assistance from Volusia County or state programs for providing very low-income, low-income, and moderate-income housing.



GOALS, OBJECTIVES AND POLICIES

POLICY 1.3.8.

As opportunities arise, the City should explore partnerships with developers or organizations that seek to provide very low-income, low-income, and moderate-income housing.

POLICY 1.3.9.

To the greatest extent practical, projects for very low-income, low-income, and moderate-income should be disbursed throughout the City.

POLICY 1.3.10.

The City shall support multi-jurisdictional approaches for affordable housing issues in Volusia County.

OBJECTIVE 1.4. GROUP HOMES AND FOSTER CARE FACILITIES

The City shall continue to permit group homes and foster care facilities licensed or funded by the appropriate state agency in residential areas.

POLICY 1.4.1.

The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas, except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.

POLICY 1.4.2.

The City shall maintain provisions in the Land Development Code to allow smaller group homes (up to six residents) to be permitted by right in all residential districts. Larger group homes shall be permitted as a conditional use in all single-family residential districts and by right in all multi-family districts.

OBJECTIVE 1.5. DISPLACEMENT

The City shall provide uniform and equitable treatment to individuals displaced by state or local government programs, consistent with applicable *Florida Statutes*.

POLICY 1.5.1.

The City shall adhere to the requirements of Section 421.55, *Florida Statutes*, to provide equitable solutions for individuals and businesses displaced by City projects.

OBJECTIVE 1.6. HISTORICALLY SIGNIFICANT HOUSING

The City shall continue preserving and protecting historically significant structures and sites consistent with the Cultural and Historical Resources Element.

POLICY 1.6.1.

The City shall identify, recognize, and preserve historically significant structures and sites per the Cultural and Historical Resources Element and the Land Development Code.

OBJECTIVE 1.7. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT

Encourage resource-efficient green building and sustainable development practices to enhance the energy efficiency of housing in Ormond Beach.

POLICY 1.7.1.

Encourage homeowners to install renewable energy systems.

POLICY 1.7.2.

Encourage the incorporation of green building practices into development projects.

POLICY 1.7.3.

Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage residents and business owners to invest in energy-efficiency improvements through community outreach efforts and the City's website.

POLICY 1.7.4.

The City shall allow building orientation in the permitting process that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and greenhouse gas emissions.

POLICY 1.7.5.

Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapotranspiration and shade.

POLICY 1.7.6.

The City shall continue to enforce the energy efficiency and renewable energy resources regulations of the Florida Building Code and Chapter 553, Florida Statutes.

~~GOAL 2.——NEIGHBORHOOD MAINTENANCE~~

~~TO ENSURE AND PROMOTE THE MAINTENANCE AND ENHANCEMENT OF RESIDENTIAL NEIGHBORHOODS.~~

~~OBJECTIVE 2.1.——NEIGHBORHOOD MAINTENANCE~~

~~As a matter of on-going policy, the City will promote the maintenance, protection and, if necessary, the rejuvenation of city neighborhoods and residential areas, to encourage the highest quality housing and living environment possible.~~

~~POLICY 2.2.1.~~

~~By 2011, the City shall have developed and employed a neighborhood classification model designed to monitor neighborhood conditions, classify neighborhoods by a standardized condition and identify a comprehensive strategy for delivery of city services using a neighborhood focus.~~

~~POLICY 2.2.2.~~

~~By 2010, the City shall adopt an unsafe building abatement code to address vacant and derelict buildings to reduce blighting influences on commercial corridors and in residential neighborhoods.~~

~~POLICY 2.2.3.~~

~~Code enforcement, linked with housing rehabilitation assistance, shall be a principal conservation strategy for residential neighborhoods which are determined to be stable by the City's neighborhood classification model.~~

~~POLICY 2.2.4.~~

~~The City's Neighborhood Improvement Division shall provide in tandem with the issuance of housing code enforcement violations, information services provided by Volusia County Community Services for Ormond Beach.~~

~~POLICY 2.2.5.~~

~~Active citizen participation shall be incorporated into neighborhood planning efforts.~~

~~POLICY 2.2.6.~~

~~The City shall incorporate into the Land Development Code a formalized compatibility screening procedure to assist development applicants in identifying and mitigating conflicts in order to protect residential neighborhoods from incompatible land uses.~~



GOAL 3. ~~PRESERVATION AND REHABILITATION~~

~~PRESERVE AND EXPAND THE SUPPLY OF QUALITY HOUSING UNITS FOR LOW AND MODERATE-INCOME HOUSEHOLDS BY SUPPORTING THE BUILDING OF NEW UNITS, REHABILITATION OF SUBSTANDARD UNITS, AND THE PREVENTION OF LOSS AND DETERIORATION OF EXISTING AFFORDABLE UNITS.~~

OBJECTIVE 3.1.—REHABILITATION OF SUBSTANDARD HOUSING

~~All housing in the City which is found to be substandard but economically feasible to repair should be rehabilitated to increase the availability of standard housing and ensure that all housing in the City provides safe and adequate shelter to its occupants.~~

~~POLICY 3.1.1.~~

~~The City shall actively support the provision of housing services by Volusia County Community Services, Halifax Habitat for Humanity and other non-profit housing organizations in the Ormond Beach area.~~

~~POLICY 3.1.2.~~

~~As a matter of on-going policy, rehabilitation of housing units should be in conjunction with other neighborhood revitalization activities and facility improvements, as appropriate, to improve the overall quality of housing and neighborhood environments.~~

~~POLICY 3.1.3.~~

~~Neighborhood restoration efforts shall seek to maintain neighborhood identity and integrity.~~

OBJECTIVE 3.2.—COORDINATION OF HOUSING ACTIVITIES

~~The City shall establish partnerships with private and public non-profit groups, private developers and other affordable housing providers.~~

~~POLICY 3.2.1.~~

~~The City shall utilize, to the maximum extent possible, non-profit community-based organizations to assist in the acquisition, rehabilitation, and construction of affordable housing.~~

HOUSING ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 3.2.2.~~

~~The City shall support multi-jurisdictional approaches affordable housing issues in Volusia County.~~

~~GOAL 4. — HOME OWNERSHIP~~

~~INCREASE HOME OWNERSHIP OPPORTUNITIES BY REDUCING THE TOTAL COST OF HOUSING IN THE MARKET PLACE.~~

~~OBJECTIVE 4.1. — HOUSING OPPORTUNITIES~~

~~The City shall ensure, on a continual basis, that a variety of housing, including mobile homes or manufactured housing, affordable and rural housing is developed in the community to provide for the varied life-styles of its existing and future residents. The identification of historically significant housing shall continue in accordance with existing ordinances and as described in the Future Land Use Element, Coastal Management Element, Cultural Affairs Element, and Recreation and Open Space Element.~~

~~POLICY 4.1.1.~~

~~By 2010, the City shall utilize style neutral single-family residential design standards for all residential dwellings in order to address resident concerns regarding compatibility of manufactured housing in single-family residential neighborhoods.~~

~~POLICY 4.1.2.~~

~~The City shall incorporate affordable housing techniques into the Land Development Code such as Transfer of Development Rights, mandatory inclusionary zoning and density bonuses to increase the number of affordable lots and homes available to low and moderate income households.~~

~~POLICY 4.1.3.~~

~~The City shall ensure, through the Land Development Code, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.~~

~~POLICY 4.1.4.~~

~~The City shall pursue affordable housing techniques designed to reduce the cost burden to low and moderate income households thus making affordable housing already available in the marketplace more accessible.~~

~~POLICY 4.1.5.~~

HOUSING ELEMENT



GOALS, OBJECTIVES AND POLICIES

When provided by developers, the percentage affordable ratio shall be adjusted by area and by size of the development. Depending upon the geographic location, percentages may vary. In existing areas of the City where there is a significant population of low income and moderate income groups, then a base percentage of 10% would apply, while elsewhere the base percentage may be 5%. the 10 percentage areas are generally identified as follows:

- 1) CDBG Priority Area: An area bounded on the north by Highland/Selden Avenue, the south by the City limits, the east by South Ridgewood, and the west by the Florida East Coast railroad tracks. (As amended by Ordinance 93-14, adopted on April 6, 1993.)
- 2) Barrier Island South: An area bounded on the north by Seminole Avenue, the south by the City limits, the east by A1A, and the west by Riverside Drive (south of the Fluhart Drive and Riverside Drive intersection).
- 3) Granada/Wilmette North: An area bounded on the north by Wilmette Avenue and its extension, the south by Granada Boulevard, the east by Orchard Street and the west by Nova Road.
- 4) Granada/Division South: An area bounded on the north by Granada Boulevard, the south by Division Avenue.

Low and moderate income housing units shall be dispersed throughout new development projects in a way that preserves the ambient character of the project and ensures assisted and non-assisted units shall not be distinguishable externally.

POLICY 4.1.6.

Mix use buildings incorporating residential and commercial development in the downtown shall have priority over single use buildings when applying for financial assistance from the City through the Tax Increment Financing District.

POLICY 4.1.7.

The City housing policy shall promote universal accessibility as a design option for housing of the elderly and various income level families.

POLICY 4.1.8.

Through the development review process and the administration of regulatory controls, the City will consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements to foster varied housing opportunities by types and cost.

POLICY 4.1.9.

The City shall continue to maintain an inventory all public lands and buildings and, upon query by non-profit housing organizations, report to the City Commission the feasibility of

HOUSING ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~such public lands and buildings being made available for low and moderate income housing.~~

~~POLICY 4.1.10.~~

~~Mobile homes shall be allowed in the T-2 zoning districts. T-2, the Manufactured Home Community District, will allow for a self-contained planned community under single ownership and featuring extensive on-site recreation facilities, landscaping and innovative design.~~

~~POLICY 4.1.11.~~

~~The City shall continue to implement standards, regulations, and guidelines for the protection and improvement of historically significant housing, consistent with the criteria contained within the Future Land Use, Coastal Management, Cultural Affairs and Recreation and Open Space Elements.~~

OBJECTIVE 4.2. — HOUSING COSTS

~~The City shall support and promote the provision of affordable housing, including mobile homes and manufactured housing, to all segments of the City population.~~

~~POLICY 4.2.1.~~

~~The City shall monitor all land and building development ordinances, regulations, and the permitting process to identify conflicting requirements, eliminate excessive and unnecessary regulations, and provide flexibility in the provision of housing through innovative technologies.~~

~~POLICY 4.2.2.~~

~~On an on-going basis, the City shall utilize automated processes to improve building and inspection services in order to provide time sensitive turnaround approvals.~~

~~POLICY 4.2.3.~~

~~Developers may apply for any of the following regulatory relief provisions as part of a development that incorporates low and moderate income housing units:~~

- ~~a. Waiver of development fees related to approvals.~~
- ~~b. Allowance of increased densities to accomplish affordable housing goals. The percentage of low and moderate housing set aside and accompanying density bonus may increase in proportion to one another but in no case shall it exceed 20%.~~
- ~~c. Reduction of parking and setback requirements, particularly for housing designed for the elderly.~~

HOUSING ELEMENT



GOALS, OBJECTIVES AND POLICIES

- d. ~~Modification of sidewalk and street requirements, particularly in developments designed for the elderly.~~



GOALS, OBJECTIVES AND POLICIES

GOAL 5.——EQUAL HOUSING

~~PERMIT HOUSEHOLDS TO FREELY CHOOSE AMONG THE DIFFERENT OPTIONS AND TENURES WHICH ARE AVAILABLE IN AN UNRESTRICTED MARKET.~~

OBJECTIVE 5.1.——EQUAL HOUSING

~~The City shall ensure that equal housing opportunities are realized by all residents regardless of race, color, religion, ancestry, sex, familial status, national origin, handicap or place of birth.~~

~~POLICY 5.1.1.~~

~~The City shall continue to enforce its Fair Housing Ordinance, continually monitoring housing practices for possible housing discrimination.~~

~~POLICY 5.1.2.~~

~~The City shall ensure housing opportunities for all current and future residents, with an emphasis on the needs of the financially, socially and/or physically disadvantaged, and those displaced due to City actions.~~

OBJECTIVE 5.2.——GROUP HOMES AND FOSTER CARE FACILITIES

~~The City shall continue to permit in residential areas group homes and foster care facilities licensed or funded by the Department of Children and Family Services.~~

~~POLICY 5.2.1.~~

~~The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas, except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.~~

~~POLICY 5.2.2.~~

~~The City shall maintain provisions in the Land Development Code to allow smaller group homes (up to six residents) be permitted by right in all residential districts. Larger group homes shall be permitted as a conditional use in all single family residential districts and by right in all multi-family districts.~~



GOALS, OBJECTIVES AND POLICIES

GOAL 6.——JOBS AND HOUSING BALANCE

ENCOURAGE A BALANCED AND MIXED ECONOMIC COMMUNITY.

OBJECTIVE 6.1.——JOBS AND HOUSING BALANCE

The City shall promote, through its economic development efforts, a higher job to housing growth ratio.

POLICY 6.1.1.

Increase the job/housing ratio from 1.10 (2008) to 1.25 (2015) by creating higher value-added jobs.

POLICY 6.1.2.

By 2015, the cost of housing shall closely mirror the median wage structure of the City's economic base.



PARKS AND RECREATION ELEMENT



RECREATION AND OPEN SPACE PARKS AND
RECREATION ELEMENT
GOALS, OBJECTIVES AND POLICIES



RECREATION AND OPEN SPACE ELEMENT
GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. RECREATION AREAS AND FACILITIES	2
OBJECTIVE 1.1. LEVEL OF SERVICE STANDARDS	2
OBJECTIVE 1.2. MAINTENANCE	3
OBJECTIVE 1.3. LAND USE COMPATIBILITY	4
OBJECTIVE 1.4. ACCESS AND DEVELOPMENT	4
OBJECTIVE 1.5. FUNDING	5
OBJECTIVE 1.6. BEACH ACCESS.....	6
OBJECTIVE 1.7. BICYCLING OPPORTUNITIES.....	6
OBJECTIVE 1.8. CONSERVATION	8
OBJECTIVE 1.9. ADA <u>AMERICANS WITH DISABILITIES ACT</u> STANDARDS	8
OBJECTIVE 1.10. INTERGOVERNMENTAL COORDINATION	9
OBJECTIVE 1.11. DEVELOPMENT ACTIVITIES.....	10
OBJECTIVE 1.12. LAND ACQUISITION	12
OBJECTIVE 1.13. SCENIC HIGHWAYS AND CORRIDOR CONNECTIVITY	13
OBJECTIVE 1.14. ORMOND CROSSINGS ACTIVITY CENTER	14
 FIGURE 1. MASTER PARK/RECREATION AND FACILITIES <u>INVENTORY</u>	 <u>16</u>
 FIGURE 2. ORMOND SCENIC LOOP AND TRAIL MAP.....	 17

RECREATION AND OPEN SPACE PARKS AND RECREATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



GOAL 1. RECREATION AREAS AND FACILITIES

PROVIDE AN ACCEPTABLE QUALITY, QUANTITY, AND VARIETY OF ACTIVE AND PASSIVE RECREATION AREAS AND FACILITIES NECESSARY TO MEET THE EXISTING AND FUTURE RECREATIONAL NEEDS OF ALL THE CITY'S RESIDENTS AND OF ITS VISITORS.

OBJECTIVE 1.1. LEVEL OF SERVICE STANDARDS

The City shall require of new development activities concurrency with the adopted level-of service standards according to the adopted Parks and Recreation Master Plan Study, as amended.

POLICY 1.1.1.

The City shall apply level-of-service standards park categories and facilities in accordance with the adopted Parks and Recreation Master Plan Study as amended and listed in the Capital Improvements Element of the Comprehensive Plan.

POLICY 1.1.2.

Parks and recreational facilities, as shown in Figure 1 of the Parks and Recreation Element, shall be located throughout the City to allow access opportunities to all segments of the population.

POLICY 1.1.3.

The City shall continue to provide sufficient lighting where needed at any active recreation facilities existing at that time.

POLICY 1.1.4.

The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.

~~POLICY 1.1.5.~~

~~Alligator Island shall be maintained under the Open Space/Conservation land use designation.~~

RECREATION AND OPEN SPACE PARKS AND RECREATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.1.6. POLICY 1.1.5.

The City's facility needs and program planning shall be determined through a continuous assessment of facility capacities and community needs, thorough surveys, citizen responses, civic interaction, and population growth. ~~Surveys shall be completed by April of each year by the Leisure Services and Planning Departments. The following criteria shall be applied in implementation of this policy.~~

- ~~a. — Coordination with other City departments and civic groups of studio (e.g., continuing education) programs, special events and referral services. Such programs shall be available for all ages and not limited to any level of proficiency.~~
- ~~b. — Coordination of or liaison to the development of other community enhancement projects (e.g., Santaland Art in the Park, and Easter Egg Hunt).~~
- ~~c. — Develop an outreach strategy that provides recreation activities and programs on a neighborhood basis.~~
- ~~d. — Determine the need for additional multi-diversified leisure facilities to better accommodate existing and future needs.~~
- ~~e. — Survey of the use of recreation facilities by developmentally disabled and physically handicapped people. The plan shall further contain specific recommendations for correcting existing deficiencies and meeting future needs.~~
- ~~f. — Assess the special population needs and provide structured activities for youth and adults that would interface with mainstream youth programs.~~

OBJECTIVE 1.2. MAINTENANCE

To maximize the responsible use of existing public lands and facilities, City parks and recreation facilities shall be maintained by the City's Leisure Services Parks and Recreation Department in order to promote public use and community pride, and discourage vandalism.

POLICY 1.2.1.

The City shall manage undeveloped City-owned land for the long-term public interest, doing so in a manner by which the City sets an example for others to follow.

POLICY 1.2.2.

The City shall maintain its boat ramps, piers, docks, and other water-access facilities in a safe and operable condition.

POLICY 1.2.3.

~~By 2025, the City shall develop a facility at Central Park to support after-school programs and other activities.~~

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



POLICY 1.2.4.

~~The City shall actively maintain any saltmarsh areas adjacent to City property to be free of litter and/or other garbage.~~

POLICY 1.2.5. POLICY 1.2.3.

The City shall continue to provide information and interpretive signs at all City-operated boat ramps to alert users of the endangered manatees, the Tomoka River Manatee Sanctuary, and the City personal watercraft ordinance.

OBJECTIVE 1.3. LAND USE COMPATIBILITY

Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.

POLICY 1.3.1.

Use park systems or open space to buffer incompatible land uses, where parks or open spaces are compatible with these land uses.

POLICY 1.3.2.

To the extent practical based on available funding, the City shall acquire or preserve lands with unique environmental assets, as well as provide community access and/or recreation opportunities/value to the community.

POLICY 1.3.3.

To the maximum extent consistent with Federal, State, and City objectives, policies, and responsibilities, multiple uses of public lands shall be considered, to reduce the cost of and expedite the acquisition of additional needed public lands.

OBJECTIVE 1.4. ACCESS AND DEVELOPMENT

The City shall maintain and improve access to its parks, recreation, and open space areas, facilities, programs, and events and encourage development of facilities, programs, and events of state and regional excellence.

POLICY 1.4.1.

The ~~Leisure Services~~ Parks and Recreation Department shall develop and distribute literature and maps listing the parks, leisure service, recreation sites, and historic sites located within the City, their facilities, location, and operating hours.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



POLICY 1.4.2.

The ~~Leisure Services~~ Parks and Recreation Department shall prepare an annual report, as part of the budget process, that in general describes the status of that department's functions in the City for presentation to the City Commission ~~that department's functions in the City~~; assess the general needs of the population; describes events which affect or are affected by that department; and assesses interdepartmental and intergovernmental areas of concern and propose solutions to these areas of concern.

OBJECTIVE 1.5. FUNDING

The City shall develop a fiscally sound public parks recreation facilities program.

POLICY 1.5.1.

The City shall continue to pursue outside funding sources by monitoring on an on-going basis, the availability of parks and recreation grants and funds. The applications shall be submitted in a timely manner to ensure procurement and proper outside review.

POLICY 1.5.2.

A user fee system shall continue to be an integral and vital component of the overall funding mechanism for recreation programs and events. The following criteria shall apply in implementation of this policy:

- a. The fee shall be reasonably established and shall not restrict access on the basis of affordability.
- b. The City shall periodically review the fee structures of other local government jurisdictions and per capita operating expenses and recurring capital expenses as a basis for determining the equity of the fee structure.
- c. Reasonable fees shall be established for use of all City facilities based on the type of event, the particular facility and the expected number of people attending.
- d. The fee schedule shall be reviewed and updated on an annual basis.

POLICY 1.5.3.

The City shall continue to financially support the activities, events, and programs offered by the ~~Leisure Services~~ Parks and Recreation Department, in order to maintain programs at their current level-of-service in accordance with the adopted Parks and Recreation Master Plan as amended.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



POLICY 1.5.4.

The City shall continue to assess a Recreational Impact Fee per the City Land Development Code in order to provide for the acquisition and development of additional recreational space and facilities needed by the occupants of such new residential dwelling units.

POLICY 1.5.5.

New development shall be encouraged to provide land for accessible and usable public parks in accordance with the adopted Parks and Recreation Master Plan Study as amended and in the City Land Development Code.

POLICY 1.5.6.

The City shall continue to charge a non-residents fee determined by the Leisure Services Parks and Recreation Department and the City Commission for the use of City recreation facilities.

POLICY 1.5.7.

The City shall continue to utilize user fee charges for services and facilities to help offset costs at recreation sites.

OBJECTIVE 1.6. BEACH ACCESS

The City shall recommend policies and programs to Volusia County that maintain and improve public access to beach recreational opportunities.

POLICY 1.6.1.

Participate in and encourage State, Regional, and County programs to provide on and off-site beach parking.

OBJECTIVE 1.7. BICYCLING OPPORTUNITIES

Safe bicycling opportunities, for both recreation and transportation, shall be provided within the eCity where possible.

POLICY 1.7.1.

Bicycle facilities shall be incorporated into arterial and collector roadway construction widening, and reconstruction plans and programs as provided by the Land Development Code.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



POLICY 1.7.2.

The City shall cooperate with bicycle organizations, law enforcement agencies, and the FDOT Florida Department of Transportation to promote a bicycle safety program; this shall include a program in the schools and a media information program.

POLICY 1.7.3.

Bicycle facilities connecting schools with nearby active recreation areas shall be a priority of the City.

POLICY 1.7.4.

The City shall continue to provide bicycle facilities at all City-owned buildings or facilities that are open to the public.

~~POLICY 1.7.5.~~

~~When providing bicycle and pedestrian pathways the City shall determine, through its traffic consultant, upon which streets or roads bicycle traffic would constitute an unacceptable hazard. This shall also determine the time of day when this hazard would exist.~~

~~POLICY 1.7.6.~~ POLICY 1.7.5.

The City shall maintain regulations requiring new developments to incorporate bicycle and pedestrian paths as an integral part of their transportation plans.

~~POLICY 1.7.7~~ POLICY 1.7.6.

To the extent practical, utility easements (overhead transmission lines, gas and water) shall be considered in the development of trails to provide for connections and linkages to neighborhoods, and recreation and open space facilities.

~~POLICY 1.7.8~~ POLICY 1.7.7.

The following criteria shall be used in prioritizing bicycle facility improvements:

- a. Beach access points and crossings;
- b. Proximity to major public parks, cultural facilities, public schools, high-density residential and commercial areas;
- c. Lack of alternative routes;
- d. Streets serving important transit stops;
- e. Areas exhibiting high incidence of vehicle accidents with bicycles; and
- f. Arterial and collector streets.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



POLICY 1.7.9 POLICY 1.7.8.

The City, in cooperation with the County and ~~FDOT~~ the Florida Department of Transportation, shall encourage the installation of bicycle detection devices at traffic activated signals on arterial and collector streets, subject to the availability of funding.

POLICY 1.7.9.

The City should update the 2016 Bike Master Plan and seek collaboration with Volusia County Trail and Bike Master Plan.

OBJECTIVE 1.8. CONSERVATION

Active and passive recreation facilities shall be designed and used in a manner that protects the quality of the natural systems including, but not limited to, the surface waters, significant wildlife habitats, designated species habitats, and wetlands. The permitting criteria of Federal, State, and regional agencies shall be met during the design and construction of active and passive recreation facilities.

POLICY 1.8.1.

The use of off-road recreational vehicles in wetland or upland habitats shall be limited to the maximum extent allowed by law.

POLICY 1.8.2.

New proposed land development adjacent to parks, recreation, and conservation areas shall be compatible with both natural systems and the intended function of the park, recreation, or conservation area.

POLICY 1.8.3.

The City shall acquire sensitive lands to meet open space objectives and/or adopt regulations to protect and enhance the functional values of such lands.

OBJECTIVE 1.9. ADA AMERICANS WITH DISABILITIES **ACT STANDARDS**

Public recreation facilities shall both accommodate and integrate ~~handicapped and disabled~~ special populations and persons with disabilities consistent with Federal and State standards.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



POLICY 1.9.1.

The City shall provide physical programs for the ~~handicapped and disabled~~ special populations and persons with disabilities of all ages, based upon demand.

POLICY 1.9.2.

Recreation facility construction or renovation shall be designed to accommodate and integrate the ~~handicapped and disabled~~ special populations and persons with disabilities consistent with Federal and State ~~ADA~~ Americans with Disabilities Act standards.

POLICY 1.9.3.

When possible, ~~handicap~~ special populations and persons with disabilities access to the beach shall be improved by the process of ~~handicap~~ accessible parking spaces and pedestrian beach access ramps.

POLICY 1.9.4.

Playgrounds shall include ~~handicap and disability handicap~~ special populations and persons with disabilities accessible and usable facilities, to integrate ~~handicapped~~ special populations children into the mainstream.

POLICY 1.9.5.

The City shall construct playgrounds oriented towards ~~handicapped~~ special populations children.

OBJECTIVE 1.10. INTERGOVERNMENTAL COORDINATION

The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and private sector providers to develop the most cost-effective services to the public.

POLICY 1.10.1.

The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.

POLICY 1.10.2.

The City shall continue to actively participate in the Volusia County land acquisition program and request utilization of such funds for open space land purchases within the City as appropriate and to the maximum extent feasible.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



POLICY 1.10.3.

The City shall submit when appropriate and applicable, grant applications to local, state and federal grant programs for the acquisition, planning and development/management of City-owned lands. Programs include, but are not limited to:

- ~~Florida Recreation and Development Assistance Program;~~
- ~~Land and Water Conservation Fund Program;~~
- ~~Florida Forever;~~
- ~~Florida Boating Improvement Program;~~
- ~~Save our Rivers Program (SJRWMD);~~
- ~~Ponce DeLeon Port Authority;~~
- ~~Florida Inland Navigation District;~~
- ~~Florida Communities Trust Program; and~~
- ~~ECHO.~~

POLICY 1.10.4. POLICY 1.10.3.

The City shall continue to submit applications when appropriate and applicable for grants under programs sponsored by various local, State, and regional federal governments including, but not limited to, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, Florida Forever, Florida Recreation and Development Assistance Program, Volusia ECHO, Volusia Forever, and the Florida Inland Navigation District.

POLICY 1.10.5. POLICY 1.10.4.

The City shall enter into agreements, as appropriate, with private institutional recreation organizations to provide services and programs including joint use of facilities and personnel.

POLICY 1.10.6 POLICY 1.10.5.

Wherever possible, Ormond Beach Recreational trail corridors shall be coordinated with other national level trails such as the Ormond Scenic Loop and Trail, East Coast Greenway, as well as other state trail systems.

OBJECTIVE 1.11. DEVELOPMENT ACTIVITIES

The City shall periodically review and amend the Land Development Code relative to current open space definitions and standards to implement the Recreation and Open Space Parks and Recreation Element. The following policies shall apply to the review of development activities and the conduct of public activity.

RECREATION AND OPEN SPACE PARKS AND

RECREATION ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.11.1.

The following shall be applied by the City to protect and provide buffers, greenbelts, and recreation within the open space system:

- a. Regulate the use of land and water consistent with the Future Land Use, Conservation, and Coastal Management Elements.
- b. Ensure the protection of natural vegetation and unique land features.
- c. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.
- d. Maintain and protect major environmental areas, parks, preserves, wildlife management areas and refuges.
- e. Provide mechanisms for the on-site transfer of development rights as per the Future Land Use Element.
- f. Develop performance standards for protecting lands with historic, scenic, recreational or environmental significance.
- g. Protect against significant adverse impacts to wildlife, wildlife habitats/corridors.

POLICY 1.11.2.

Innovative techniques shall be utilized to protect identified open space areas. Such techniques could include overlay districts, flood zones, performance standards, or other incentive-based methods.

POLICY 1.11.3.

Designated open space areas encompassing natural resource areas, significant environmental features, marine and wildlife habitats, conservation or potential recreation areas shall, at minimum, be protected, by buffer zones, deed restrictions, limiting density and intensity of development, conservation easements, acquisition, transfer of development rights, and purchase of development rights or land exchanges.

POLICY 1.11.4.

Criteria and standards to be used for reviewing development proposals within existing and proposed open space areas shall be maintained in the Land Development Code. Upon adoption of the plan, site specific analysis shall include an Environmental Assessment Report as per the criteria of the Conservation Element to be submitted, reviewed and approved prior to the issuance of a development order.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



POLICY 1.11.5.

Coordinate with local governments, State and other public agencies in developing consistent standards, criteria and land development regulations for the protection of open space areas.

OBJECTIVE 1.12. LAND ACQUISITION

The City shall continue to increase the public provision, protection and enhancement of open space by utilizing the Volusia County, Land Acquisition Program with the cooperation of the Florida Forever, Save Our Rivers, Land and Water Conservation Fund, County Port Authority, St. Johns River Water Management District land acquisition programs, and similar State, and Federal land acquisition programs, as appropriate, to acquire by purchase or donation those lands identified by the City Commission. Provision of open space by private enterprise shall be accomplished through donation or requirements for dedication of open and common space as specified in the Land Development Code.

POLICY 1.12.1.

Land or easements suitable for the provision of open space shall be encouraged as donations from public agencies and private enterprises. The location, shape, size and character shall be evaluated for applicability to City land development regulations. The City is not obligated to accept donations of open space areas from public areas and private enterprise.

POLICY 1.12.2.

Open Space areas shall be preserved for the following types of development:

- a. Residential development required to provide park needs and open space areas as required by the Land Development Code.
- b. Planned overlay districts required to provide open space and common open space per the Land Development Code.
- c. Development plans encompassing valuable resource habitats such as, but not limited to, environmental corridors as identified in the Conservation and Future Land Use Elements.
- d. Non-residential development required to provide open space areas as required by the Land Development Code.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



OBJECTIVE 1.13. SCENIC HIGHWAYS AND CORRIDOR CONNECTIVITY

Provide for recreational corridors to link the City-owned parks as well as other open space/conservation areas.

POLICY 1.13.1.

The City shall designate scenic roadways in accordance with State and Federal programs, as provided for by the Coastal Management Element and the Land Development Code.

POLICY 1.13.2.

The City's standards designed to ensure preservation of the scenic value of designated routes shall be maintained in the Land Development Code.

POLICY 1.13.3.

The City shall continue to coordinate with utility companies the potential multi-use concept for open space and recreation uses within utility easements.

POLICY 1.13.4.

To the extent practical, utility easements (overhead transmission lines, gas and water, sewer and drainage) shall be made available for bike path, nature, jogging, and horse trail development. This off-road corridor system shall be designed and developed to connect neighborhoods and communities to recreation and open facilities.

POLICY 1.13.5.

Open space systems or conservation areas identified for potential outdoor classroom sites or nature study facilities shall be provided with the appropriate access facilities. Facilities shall include, but are not limited to: on-site circulation system elements, natural trails, above ground boardwalks and limited passive areas designated for picnicking.

POLICY 1.13.6.

Public access to the beach and waterways shall be provided in accordance with the policies under Goal 67 of the Coastal Management Element.

POLICY 1.13.7.

The City of Ormond Beach adopts and incorporates the Ormond Scenic Loop & Trail vision statement and map series as included in the adopted Ormond Scenic Loop & Trail Corridor Management Plan, as amended. The Ormond Scenic Loop & Trail is shown in Figure 2 of the Parks and Recreation Element.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.14. ORMOND CROSSINGS ACTIVITY CENTER

The City working with the Developer of the Ormond Crossings Activity Center shall develop a comprehensive approach to address existing and projected deficiencies so that there are adequate facilities to serve the residents of Ormond Crossings.

POLICY 1.14.1.

~~Within 90 days of the effective date of the comprehensive plan amendments establishing the Activity Center land use category and applying it to the Ormond Crossings Activity Center, the Developer shall deed to the City the title to a 17-acre parcel that is located immediately north of the Airport Sports Complex and fronts on Harmony Trail.~~

POLICY 1.14.2. POLICY 1.14.1.

The Developer shall deed to the City a total of 45-acres of land to be used for parks and recreation purposes. The land may be divided ~~up to 5~~ as separate park sites within the Ormond Crossings Activity Center subject to the approval of the City, if it is determined that providing multiple parks sites minimizes automobile traffic and encourages pedestrian and bicycle access to the park facilities.

POLICY 1.14.3. POLICY 1.14.2.

Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the certificate of occupancy for the 1,000th dwelling unit within the Ormond Crossings Activity Center.

- a. A public community center with a minimum of 6,000 square feet of building area;
- b. A trail system, including a minimum of .75 miles of hard surface walkway;
- c. 1 Picnic shelter with restrooms;
- d. 1 soccer/football field;
- e. 1 baseball/softball field;
- f. 2 outside basketball courts with lights;
- g. 2 shuffle board courts;
- h. 1 bocce ball court;
- i. 1 tennis court; and
- j. 1 racquetball court.

RECREATION AND OPEN SPACE PARKS AND **RECREATION ELEMENT**

GOALS, OBJECTIVES AND POLICIES



Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the eCertificate of eOccupancy for the 2,000th dwelling unit.

- a. 1 community center that can be either public or private with a total minimum building area of 4,000 square feet;
- b. A trail system, including a minimum of .525 miles of hard surface walkways;
- c. Passive park area of 36.5 acres;
- d. 1 off-leash dog park;
- e. 1 covered playground area;
- f. 1 baseball/softball field;
- g. 2 outside basketball courts with lights;
- h. 2 shuffle board courts;
- i. 1 bocce ball court;
- j. 2 tennis courts; and
- k. 1 racquetball court.

The City acknowledges that the need for recreational facilities is a function of the population therefore adjustments to these requirements can be expected to occur as the project proceeds. The City also reserves the right to request cash in lieu of improvements when it proves that funding will provide the City with a greater benefit and compliance with the minimum level of service standards.

Map Ref#	City Park Name
1	Ames Park
2	Ormond Beach Andy Romano Beachfront Park
3	Arroyo Oaks Mini Park
4	Arroyo Parkway Passive Park
5	Bailey Riverbridge Gardens
6	Birthplace of Speed Park
7	Casements Campus-
8	Ormond Beach Tennis Center
9	Cassen Park
10	Central Park I
11	Central Park II
12	Central Park III
13	GF Althouse Trail
14	Central Park IV
15	Division Avenue Passive Park
16	Fire House Park
17	Fortunato Park
18	Haas Park
19	Hospital Gardens
20	Huguenot Park
21	Indian Mound Park
22	Lakebridge Drive Passive Park
23	Lincoln Ave Park
24	Main Street Park
25	Memorial Gardens
26	Milton W. Pepper Park
27	Neptune Bench Park
28	Nova Community Park
29	Nova Skate Park
30	Nova Rd Passive Park - North
31	Nova Rd Passive Park - South
32	Ormond Beach Lions Park
33	Ormond Beach Regional Sports Complex
34	Limitless Park (playground)
35	Optimist Park
36	Ormond Beach Middle School
37	Ormond Parkway Park
38	Ormond Beach Performing Arts Center
39	Ormond Beach Senior Citizen Center
40	Ormond Shores Park
41	Osceola Elementary School Park
42	Plaza Grande Park
43	Riviera Park
44	Rockefeller Gardens
45	Sanchez Park
46	Santa Lucia Bench Park
47	South Old Kings Rd Passive Park
48	South Ormond Neighborhood Center
49	South Ormond Neighborhood Park
50	Ted Porter Park
51	Vadner Park
52	Waldo Berry, Sr. Heritage Park
53	West Ormond Community Park
54	West Ormond Wetlands Park
55	Woodmere Park
56	Riverbend Nature Park



Master Park/Recreation and Facilities Inventory
Figure 1

LEGEND

•

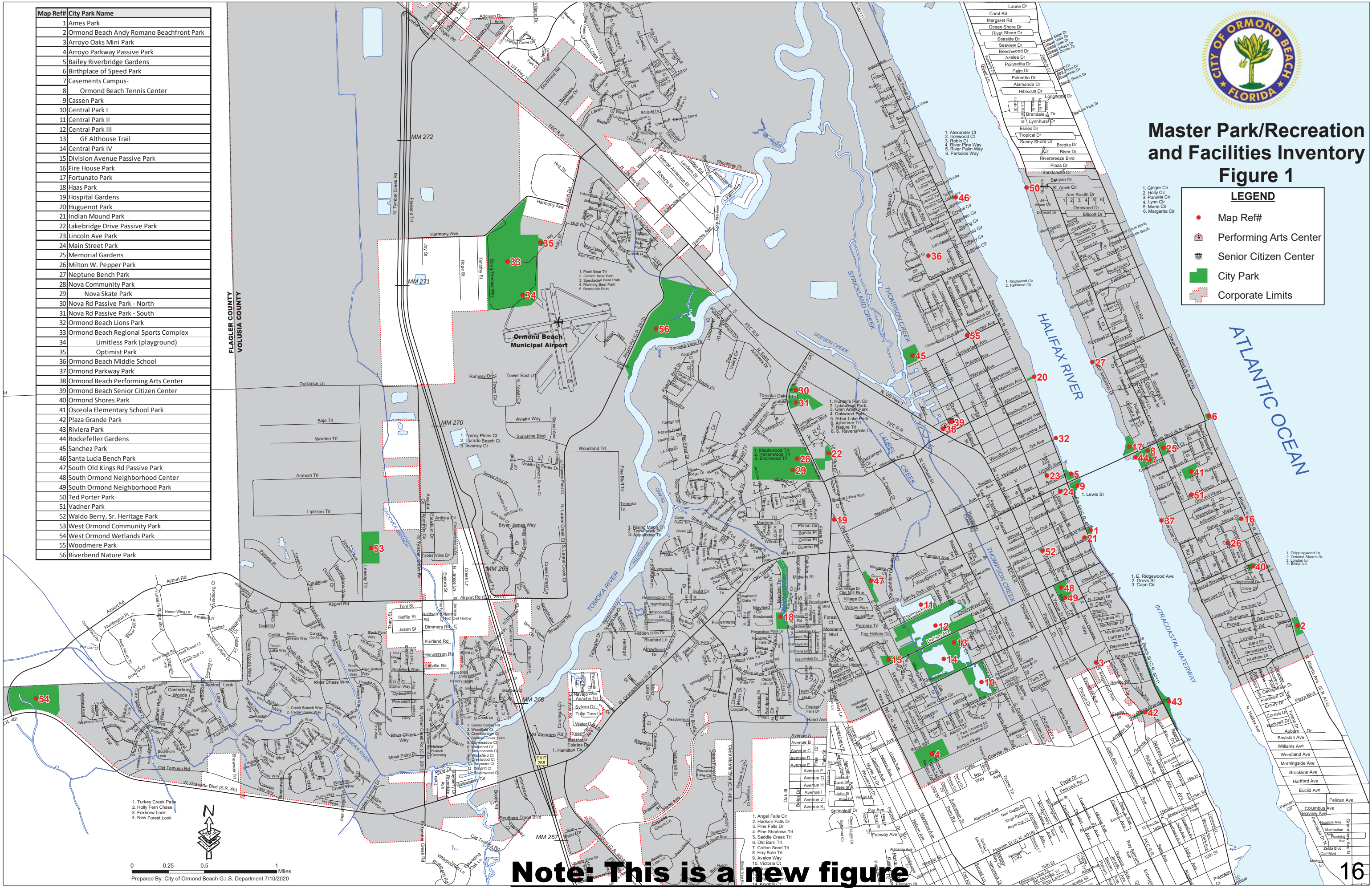
Map Ref#

Performing Arts Center

Senior Citizen Center

City Park

Corporate Limits



Note: This is a new figure



Legend

- Ormond Scenic Loop and Trail
- Park
- Flagler County
- Volusia County

Note: This is a new figure



**ORMOND SCENIC LOOP
AND TRAIL MAP - FIGURE 2**

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

17
 N.T.S.

NEW PAGE ADDED



CAPITAL IMPROVEMENTS ELEMENT



CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. LEVEL OF SERVICE STANDARDS	2
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS	2
OBJECTIVE 1.2. COASTAL HIGH HAZARD AREA	4
OBJECTIVE 1.3. CONCURRENCY MANAGEMENT SYSTEM	5
OBJECTIVE 1.4. IMPACT <u>AND CONNECTION</u> FEES	9
OBJECTIVE 1.5. FISCAL RESOURCES	10
OBJECTIVE 1.6. LOCAL AND REGIONAL FACILITIES & SERVICES.....	11
OBJECTIVE 1.7. INTERGOVERNMENTAL COORDINATION.....	12
OBJECTIVE 1.8. ORMOND CROSSINGS ACTIVITY CENTER	12
SCHEDULE OF IMPROVEMENTS	14
MONITORING / EVALUATION	14
TABLE A: LEISURE SERVICES <u>PARKS AND RECREATION</u>	15
TABLE B: COMMUNITY REDEVELOPMENT	16
TABLE C: UTILITIES.....	17
TABLE D: TRANSPORTATION.....	20
TABLE E: SCHOOL IMPROVEMENTS.....	21
TABLE F: TRANSPORTATION PLANNING ORGANIZATION TRANSPORTATION IMPROVEMENT PLAN	24
TABLE G: GENERAL CAPITAL IMPROVEMENT FUND	25

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



CAPITAL IMPROVEMENTS ELEMENT GOALS OBJECTIVES AND POLICIES SCHEDULE OF IMPROVEMENTS MONITORING / EVALUATION

GOALS, OBJECTIVES AND POLICIES

GOAL 1.LEVEL OF SERVICE STANDARDS

PUBLIC FACILITIES SHALL BE PROVIDED IN A TIMELY AND EFFICIENT MANNER AS NECESSARY TO CORRECT EXISTING DEFICIENCIES IN THE LEVEL-OF-SERVICE FOR POTABLE WATER, SANITARY SEWER, SOLID WASTE, TRAFFIC CIRCULATION, AND PARKS AND RECREATION AND TO MEET FUTURE DEMANDS GENERATED FROM NEW DEVELOPMENT THROUGH THE USE OF SOUND FISCAL PRACTICES.

OBJECTIVE 1.1. CAPITAL IMPROVEMENTS

Capital Improvements identified in other plan Elements shall be provided to correct existing deficiencies, accommodate future growth, and to replace deteriorated or obsolete facilities in an economically and energy efficient manner, as indicated in the schedule of improvements in this Element.

POLICY 1.1.1.

The City shall include capital improvement projects that are either: 1) required to meet adopted level-of-service standards; 2) implemented Goals, Objectives and Policies of the Comprehensive Plan; and 3) determined to be of relatively large scale in cost (\$25,000.00 or greater) in the Schedule of Improvements of this Element.

POLICY 1.1.2.

As per Section 163.3177, F.S., all capital improvement projects proposed by the City shall be consistent with the Comprehensive Plan.

POLICY 1.1.3.

All capital improvements included in the Capital Improvements Element schedule of improvements shall be included in the City's annual capital budget.

POLICY 1.1.4.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



Proposed capital improvement projects that compete for funding within the same funding source and as identified annually through the concurrency management system shall be evaluated and ranked in order of priority according to the following guidelines:

- a. The extent to which the project is necessary to protect public health and safety.
- b. Capital improvements needed to address existing deficiencies.
- c. Maintenance of adopted levels-of-service.
- d. The impact that the project would have on the local budget.
- e. Reduction of future improvements costs.
- f. Encouragement of infill development and/or preservation or achievement of full use of existing facilities.
- g. Promotion of efficient development and prevention of urban sprawl.
- h. Consistency with ~~FDOT~~ the Florida Department of Transportation and other State and regional plans.

POLICY 1.1.5.

The Capital Improvements Element shall be reviewed on an annual basis and modified as necessary in accordance with Section 163.318~~77~~, F.S. Corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities, pursuant to dedications which are consistent with the plan; or the date of construction of any facility enumerated in the ~~CE~~ Capital Improvements Element may be accomplished by ordinance and shall not be deemed to be amendments to the Comprehensive Plan.

POLICY 1.1.6.

The comprehensive planning process shall be used to ensure that present and future public facility and service needs are planned and provided in a timely and efficient manner, while safeguarding the health safety and welfare of the public and natural environment.

POLICY 1.1.7.

The provision of the public services and facilities shall be planned and coordinated so that the provision of public services and facilities occurs in a manner which encourages growth to be orderly and, to the extent feasible, is compatible with existing and desired land uses.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.1.8.

Public facilities, services, and programs shall be designed to service the intensities of development projected in State, regional and local comprehensive and functional plans and other planning documents.

~~Integrate energy cost reduction measures into the budget process.~~

POLICY 1.1.9

Government buildings and facilities shall incorporate and recognize urban design principles. Life cycle costs should be considered in the design and construction of government facilities. The City shall implement an Energy Efficiency and Conservation Plan including a program to track the use of energy and water in facilities owned by the City and reducing energy consumption as it relates to budgetary constraints. The City shall require energy efficient retrofits of existing facilities, where feasible, and will ensure energy efficient objectives are met in the planning and construction of any new facilities. The City shall consider a Sustainability Index for use in assessing proposed capital projects.

OBJECTIVE 1.2. COASTAL HIGH HAZARD AREA

The City shall limit future public expenditures for capital improvements which promote growth within Coastal High Hazard Areas, except for public land acquisition, enhancement of natural resources, or other projects as identified in the Coastal Management Element and, except for projects already in progress and continuing in good faith at the time of plan adoption.

POLICY 1.2.1.

The City shall expend funds in Coastal High Hazard Areas for the provision of improvements needed to correct existing deficiencies to maintain their existing capacity.

POLICY 1.2.2.

The City shall continue to provide recreational facilities as needed within Coastal High Hazard Areas.

POLICY 1.2.3.

The City shall not construct any new public facilities in the coastal high-hazard areas, except for:

- a. Conservation, natural resource protection and preservation, conservation groundwater aquifer recharge, resource restoration facilities, public access facilities, stormwater management and passive recreation and recreation support facilities;
- b. Facilities necessary to improve hurricane evacuation time and/or mitigate storm damage to existing development; and

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



- c. Reconstruction of public facilities essential to maintaining the public health and safety shall only occur if such structures can meet the most current hurricane wind velocity standards contained in the adopted building code.

~~POLICY 1.2.4.~~

~~The City shall study, existing public facilities located in the Coastal High Hazard Area that can be replaced over a twenty (20) year period.~~

~~POLICY 1.2.5.~~

~~Further development of facilities located in the Coastal High Hazard Area shall be discouraged excluding beach-related capital facilities, including, but not limited to, access ramps and pedestrian walkways.~~

OBJECTIVE 1.3. CONCURRENCY MANAGEMENT SYSTEM

The City shall continue to implement and periodically review its concurrency management system. The concurrency management system shall ensure the management of the land development process in a way that public facility needs identified within plan Elements are provided as needed but not in excess of the City's financial capacity to operate such facilities.

POLICY 1.3.1.

The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.

POLICY 1.3.2.

The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision:

- a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate fire-fighting capacity of a minimum of 500 ~~gpm~~ gallons per minute (gpm) or greater as determined by the Chief Fire Official in conjunction with the City Engineer (or its equivalent where a sprinkler system is used) and minimum 20 pounds per square inch (psi) residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 ~~gpd~~ gallons per day per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



- b. Parks (acres per population): 13 acres per 1,000 population.

A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level_of-service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee.

Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee.

- c. Roads: The following level_of-service standards are adopted for roadways Citywide:

City County State	<u>LOS Level-of- Service Daily</u>	<u>LOS Level-of- Service Peak Hour</u>
	C	D
	D	E
	C (SIS/FIHS)	D (TRIP)

- d. Water:

Raw:	An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).
Potable:	An average daily volume of 300 gallons per Equivalent Residential Unit.
Sewer:	An average daily volume of 270 gallons per Equivalent Residential Unit.
Reclaimed:	An average daily volume of 300 gallons per day per Equivalent Residential Unit.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



Other uses water standards:

Types of Establishments* (note – ERU is Equivalent Residential Unit)	
Apartments	0.7 ERU per unit
Bars and Cocktail Lounges	0.05 ERU per seat
Barbershop	0.25 ERU per seat
Beauty Shop	0.5 ERU per seat
Car Wash	8.5 ERU minimum
Dentist	0.7 ERU per wet chair
Factories (with Showers or Chemicals)	0.1 ERU per 100 sq. ft.
Factories (without Showers or Chemicals)	0.05 ERU per 100 sq. ft.
General Commercial / Office Buildings	0.05 ERU per 100 sq. ft.
Gas Stations (no car wash)	1.5 ERU per bathroom
Hospitals	0.7 ERU per bed
Hotels and Motels	0.4 ERU per room
Movie Theaters, Auditoriums, Churches	0.02 ERU per seat
Nursing Homes / A.L.F.	0.5 ERU per bed
Restaurants	0.15 ERU per seat
Single-Family Residence	1.00 ERU per unit
Schools	0.05 ERU per seat
Townhouse Residence	0.7 ERU per unit

*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.

- e. Sewer: An average daily volume of 270 gallons per Equivalent Residential Unit.
Sanitary Sewer Treatment: All development having a density equivalent to or greater than one (1) ERU per acre shall be served by a public/private wastewater treatment system capable of handling the projected design flows with an appropriate peak factor, as determined by the applicant or design professional. The peak factor shall not be less than 2.5. For developments having a density of less than one (1) ERU per acre, the applicant may elect to install a septic system provided that the applicant obtains an appropriate permit from the Volusia County Health Department and the City's existing gravity collection system is not within 200 feet of the proposed development.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



f. Solid Waste:

Average residential pick-ups per truck	<u>1,600</u> <u>1,400</u>
Average commercial pick-ups/truck/route	<u>155</u> <u>160</u>
Average residential pick-ups/man/day	<u>226</u> <u>800-600</u>
Pounds/capita/day for residential, commercial and industrial waste	<u>5.69</u> <u>5.83</u>
Pounds/capita/day for special wastes	<u>3.85</u>

- g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the ~~FEMA~~ Federal Emergency Management Agency ~~FIRM~~ Flood Insurance Rate Map maps.

POLICY 1.3.3.

The City shall maintain provisions in the Land Development Code that will ensure that, at the time a development order is issued, adequate facility capacity is or will be available when needed to serve the development.

POLICY 1.3.4.

The City shall evaluate proposed plan amendments and requests for new development based on the following guidelines:

- Creates potential public hazard.
- Accentuates any existing facility deficiencies.
- Generates public facility demands that could be accommodated by scheduled capacity increases in the capital improvements schedule.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



- d. Conforms with the Future Land Use Map (Future Land Use Element) and service areas (Utilities Element).
- e. Affects other agencies' facilities plans.
- f. Conforms to the Conservation Element's policies for natural resource protection.
- g. Conforms to the Coastal Management Element's policies for limiting specific and cumulative impacts of development or redevelopment upon wetlands, water quality and quantity, wildlife habitat, living marine resources, and beach and dune systems.
- h. Minimizes impacts to surrounding jurisdictions.

OBJECTIVE 1.4. IMPACT AND CONNECTION FEES

Future development projects shall pay their fair share of the cost of providing facilities and services required to maintain adopted level-of-service standards as specified in the Land Development Code. Impact and connection fees, developer dedications and contributions shall be required in an amount equal to the cost of the infrastructure required to serve the development.

POLICY 1.4.1.

Recreation impact fees shall be continued and refined as needed to adequately maintain adopted LOS level-of-service standards.

POLICY 1.4.2.

Water and sewer ~~impact~~ connection fees shall be periodically reviewed and adjusted as ~~needed to~~ in accordance with Florida Statutes to assure that revenues are equal to growth-related capital expenditures, and to adequately maintain adopted LOS level-of-service standards.

~~POLICY 1.4.3.~~

~~The City shall annually review the fee schedules of all impact fee ordinances and adjust the fee schedules to reflect the pro-rata share of costs needed to finance improvements necessitated by new development.~~

~~POLICY 1.4.4.~~ POLICY 1.4.3.

The City shall continue to require that developers build water, sewer and reclaimed water infrastructure, local streets and internal collectors and provide off-site improvements needed for their development including but not limited to acceleration/deceleration lanes, turning lanes and traffic signals. ~~Such improvements shall not be eligible for impact fee reimbursements.~~

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



OBJECTIVE 1.5. FISCAL RESOURCES

The City shall manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

POLICY 1.5.1.

In providing capital improvements funded by general obligation bond issues, the City shall limit outstanding indebtedness to no greater than five (5%) percent of its property tax base.

POLICY 1.5.2.

The City shall continue to adopt an annual capital budget and a five- (5) year capital improvement program as part of its budgeting process.

POLICY 1.5.3.

The City shall continue its efforts to secure State or Federal grants or private funds whenever available for capital improvements financing, through actively seeking and applying for grants and, if required, providing matching funds for grants.

POLICY 1.5.4.

Prior to scheduling any referenda to finance capital projects, the City shall make every effort to identify alternative funding sources.

POLICY 1.5.5.

Prior to the issuance of Certificates of Occupancy, the City shall provide for all public facilities needed to serve developments for which development orders were previously issued.

~~POLICY 1.5.6.~~

~~The Capital Improvements Element will be financially feasible in accordance with state law.~~

~~POLICY 1.5.7~~ POLICY 1.5.6.

If a Capital improvement is needed to maintain a level of service standard, then new development will be required to contribute its fair share toward the improvement.

~~POLICY 1.5.8~~

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



~~Encourage investment in capital projects that will utilize municipal energy production in an environmentally responsible manner.~~

OBJECTIVE 1.6. LOCAL AND REGIONAL FACILITIES & SERVICES

The City shall require that necessary local and regional facilities and services be available concurrent with the impacts of development through the adoption of a concurrency management system as implemented by the Land Development Code.

POLICY 1.6.1.

The City shall verify that all public facilities needed to serve new development have been provided prior to the approval of an application for final subdivision plan or final site plan.

POLICY 1.6.2.

The City shall continue to implement a concurrency management system to:

- a. Determine whether necessary facilities identified within the City's Capital Improvements Element, including Traffic Circulation, Recreation and Open Space, and Utilities are being constructed in accordance with the schedules in the Comprehensive Plan.
- b. Update annually existing level-of-service, committed capacity as defined in the Land Development Code, and facility needs prior to and in conjunction with the annual update of the Capital Improvements Element, except that a shorter time frame, daily, monthly, or semi-annually, will be used as appropriate where the level-of-service is near capacity.

The City plat approval process will require that necessary regional and local facilities and services be available concurrent with the impacts of development after the adoption of the concurrency management system through any of the following situations:

1. The necessary facilities are in place at the time a plat approval is issued, or a plat approval is issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur.
2. The necessary facilities are under construction at the time a plat approval is issued.
3. The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time a plat approval is issued. Capacity to meet LOS Level-of-Service for sanitary sewer, potable water, drainage and solid waste shall be in place prior to awarding concurrency status for any development order.
4. The necessary road facilities as listed in the first three (3) years of the ~~FDOT~~ Florida Department of Transportation Five-Year Work Program have been included in the Volusia County or City of Ormond Beach annual budget at the time a plat approval is issued. A plan amendment is required to eliminate, defer or delay construction of any

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



road or mass transit facility or service which is needed to maintain the adopted level-of-service standards and which is listed in the five- (5-) year schedule of capital improvements.

For those parcels that do not require platting, the above steps will be considered at the time of site plan and review. In such cases the words “site plan” will replace “plat approval” wherever it appears above.

POLICY 1.6.3

Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital Improvements Schedule.

OBJECTIVE 1.7. INTERGOVERNMENTAL COORDINATION

Intergovernmental cooperation and coordination shall be established and maintained in order to plan for and provide the best methods for providing efficient, cost-effective, and environmentally sound public facilities and services.

POLICY 1.7.1.

Effective administrative and procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy cluster, at a minimum, shall include the following actions:

- a. The City shall establish formal and informal methods of contact and communication with adjacent and/or affected units of local government concurrent with the initiation of planning for new public facilities or improvements to existing public facilities for the purpose of interjurisdictional coordination in the planning, construction and operation of such facilities, where appropriate.
- b. Administrative and procedural mechanisms shall be used to more effectively coordinate, plan and provide public facilities and services.

OBJECTIVE 1.48. ORMOND CROSSINGS ACTIVITY CENTER

The Ormond Crossings Activity Center provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service established in this Comprehensive Plan.

POLICY 1.48.1.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



The City shall monitor the progress of the development to analyze and where necessary, amend the Capital Improvements Element (CIE) and other related elements to ensure that public infrastructure and facilities are in place to ensure that minimum levels_of_service are maintained at the lowest possible cost to the City. The following is a list of improvements that may be required, as identified in the Ormond Crossings Activity Center Development Agreement. This list is to be used for general planning purposes and provide guidelines to the City. This policy shall not be interpreted to mean that changes to the development plan for the identified improvement cannot occur in the future. Given the potential time needed for this project to reach buildout, changes are to be expected. This policy provides a process and background for future capital planning efforts of the City.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



SCHEDULE OF IMPROVEMENTS

The tables on the following pages of the Capital Improvements Element will be used to effectively stage the timing, estimated cost, and revenue sources of the capital improvements projected for the future. All items listed are consistent with individual Comprehensive Plan Elements.

~~The first part of each table will include the projected improvements for the period between Fiscal Years 2008-09 and 2012-13 in one (1-) year increments.~~

~~The table also specifies the type of work that is needed such as addressing an existing deficiency, a projected deficiency, or if the project consists of a repair, renovation or replacement of an existing facility.~~

The Schedule of Improvements are based upon the annual Ormond Beach Capital Improvement Plan and the capital improvements of other organizations such as Volusia County School Board and the Transportation Planning Organization.

MONITORING / EVALUATION

The Capital Improvements Element requires a continuous program for monitoring and evaluation, and pursuant to Chapter 163, F.S., the Element must be reviewed every year to ensure that the fiscal resources are available to provide public facilities needed to support adopted LOS Level-of-Service standards.

Programs that will be adopted to ensure that the Goals, Objectives and Policies established in the Capital Improvements Element include:

- a. ~~The Concurrency Management System (described in the Introduction Section).~~
- b. Annual review of the ~~CIE~~ Capital Improvements Element.
- c. Annual review of the City's budget to determine if all capital improvement projects are consistent with all Comprehensive Plan Elements and that the proposed projects will further the Goals, Objectives and Policies of the Comprehensive Plan.

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES AND POLICIES



Table A								
Leisure Services <u>Parks and Recreation</u>								
Capital Improvements Schedule								
Based upon adopted Capital Improvement Plan, September 4, 2024								
#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Leisure Services								
1	OBSC Softball Field Reconstruction	Property Taxes-LS	\$800,000	\$0	\$0	\$0	\$0	\$800,000
2	Nova Field #1 Relocation	Echo Grant	\$100,000	\$900,000	\$500,000	\$0	\$0	\$1,500,000
		Property Taxes-LS						
3	Central Park Trails Systems	Echo Grant	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
		Property Taxes-LS						
		Total	\$900,000	\$900,000	\$500,000	\$1,000,000	\$0	\$3,300,000
Leisure Services Funding Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Echo Grant			\$400,000	\$450,000	\$0	\$500,000	\$0	\$1,350,000
Property Taxes – LS			\$500,000	\$450,000	\$500,000	\$500,000	\$0	\$1,950,000
Total			\$900,000	\$900,000	\$500,000	\$1,000,000	\$0	\$3,300,000

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table B Community Redevelopment Capital Improvements Schedule Based upon adopted Capital Improvement Plan, September 4, 2024								
#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Downtown								
1	Community Center	Property Taxes – CRA	\$0	\$500,000	\$0	\$0	\$7,118,000	\$7,618,000
2	Traffic Calming	Property Taxes – TIF	\$0	\$100,000	\$0	\$0	\$0	\$100,000
3	Stormwater Improvements	Property Taxes – TIF	\$0	\$0	\$1,100,000	\$0	\$0	\$1,100,000
		Stormwater Charges						
4	Thompson Creek, Phase 1	TPO (Grant Pending)	\$0	\$0	\$624,716	\$2,220,273	\$0	\$2,844,989
		Property Taxes – TIF						
		Total	\$0	\$600,000	\$1,724,716	\$2,220,273	\$7,118,000	\$11,662,989
Downtown Funding Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Property Taxes - CRA			\$0	\$100,000	\$862,472	\$222,028	\$7,118,000	\$8,302,500
Property Taxes – TIF			\$0	\$0	\$0	\$0	\$0	\$0
Stormwater charges			\$0	\$0	\$300,000	\$0	\$0	\$300,000
Grant			\$0	\$500,000	\$0	\$0	\$0	\$500,000
TPO (Grant Pending)			\$0	\$0	\$562,244	\$1,998,245	\$0	\$2,560,489
Total			\$0	\$600,000	\$1,724,716	\$2,220,273	\$7,118,000	\$11,662,989

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table C Utilities Capital Improvements Schedule Based upon adopted Capital Improvement Plan, September 4, 2024								
#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Water Improvements								
1	Water Main Replacement	Water & Sewer Charges	\$300,000	\$0	\$0	\$0	\$0	\$300,000
2	Wellfield Repairs	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$151,400	\$1,778,750	\$0	\$1,930,150
3	West Ormond Utilities Potable Tank and Station	To be determined	\$375,000	\$5,025,000	\$0	\$0	\$0	\$5,400,000
4	West Ormond Utilities – New Rima Wells	To be determined	\$0	\$0	\$300,000	\$3,007,500	\$0	\$3,307,500
5	West Ormond Utilities, Water Treatment Plan Evaluation	To be determined	\$0	\$0	\$300,000	\$0	\$0	\$300,000
6	Water System Expansion	To be determined	\$0	\$0	\$0	\$4,500,000	\$42,750,000	\$47,250,000
7	West Ormond Utilities – New Raw Water Wellfield	To be determined	\$0	\$0	\$0	\$0	\$17,250,000	\$17,250,000
Wastewater Improvements								
8	Halifax River Utility Crossing	Bond Proceeds	\$480,000	\$5,680,000	\$0	\$0	\$0	\$6,160,000
9	Water Reclamation Facility Filter Modification	Bond Proceeds	\$475,000	\$5,100,000	\$0	\$0	\$0	\$5,575,000
10	North US 1 Utility Adjustments	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$300,000	\$3,100,000	\$0	\$3,400,000
11	Pep Tank Elimination, Phase 1	Water & Sewer Charges, Bond Proceeds	\$0	\$0	\$400,000	\$5,750,000	\$0	\$6,150,000

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table C Utilities Capital Improvements Schedule Based upon adopted Capital Improvement Plan, September 4, 2024								
#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
12	West Ormond Utilities Airport Road Force Main Extension	To be determined, Daytona Beach	\$275,000	\$3,059,5000	\$0	\$0	\$0	\$3,334,500
13	West Ormond Utilities Water Reclamation Facility	To be determined, Daytona Beach	\$6,500,000	\$37,250,000	\$37,250,000	\$0	\$0	\$81,000,000
14	West Ormond Water Reclamation Facility Site Improvements	To be determined	\$1,700,000	\$0	\$0	\$0	\$0	\$1,700,000
15	West Ormond Utilities SR 40 Parallel Force Main	To be determined	\$0	\$225,000	\$2,880,000	\$0	\$0	\$3,105,000
16	West Ormond Utilities Hand Avenue Force Main	To be determined	\$0	\$0	\$0	\$300,000	\$4,020,000	\$4,320,000
Water and Sewer Improvements								
17	Public Works Management Site Upgrades	Water & Sewer Charges	\$0	\$0	\$0	\$0	\$270,000	\$270,000
18	Public Works Generator	Water & Sewer Charges	\$0	\$0	\$0	\$0	\$255,000	\$255,000
19	Public Works Renovation	Water & Sewer Charges	\$0	\$0	\$0	\$0	\$338,000	\$338,000
20	Utility Master Plan Update	Wastewater Impact Fees, Water impact Fees	\$0	\$380,000	\$0	\$0	\$0	\$380,000
21	West Ormond Utilities Area A Water Main & Force Main	To be determined	\$200,000	\$2,550,000	\$0	\$0	\$0	\$2,750,000

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table C Utilities Capital Improvements Schedule Based upon adopted Capital Improvement Plan, September 4, 2024								
#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Reclaim Water								
22	Reuse Reservoir	Bond Proceeds, SJRWMD, State Appropriation	\$6,680,000	\$0	\$0	\$0	\$0	\$6,680,000
Total			\$17,210,000	\$56,899,500	\$43,726,400	\$18,436,250	\$64,883,000	\$201,155,150
Utilities Funding Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Bond Proceeds			\$4,765,000	\$10,780,000	\$0	\$10,628,750	\$0	\$26,173,750
Daytona Beach			\$1,990,000	\$10,353,000	\$9,450,000	\$0	\$0	\$21,793,000
SJRWMD			\$1,670,000	\$0	\$0	\$0	\$0	\$1,670,000
To be determined			\$7,285,000	\$35,386,500	\$33,425,000	\$7,807,500	\$64,020,000	\$147,924,000
State Appropriation			\$1,200,000	\$0	\$0	\$0	\$0	\$1,200,000
Wastewater Impact Fee			\$0	\$190,000	\$0	\$0	\$0	\$190,000
Water & Sewer Charges			\$300,000	\$0	\$851,400	\$0	\$863,000	\$2,014,400
Water Impact Fees			\$0	\$190,000	\$0	\$0	\$0	\$190,000
Total			\$17,210,000	\$56,899,500	\$43,726,400	\$18,436,250	\$64,883,000	\$201,155,150

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table D Transportation Capital Improvements Schedule Based upon adopted Capital Improvement Plan, September 4, 2024								
#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
1	Neighborhood Traffic Calming	Property Taxes – Transportation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
2	Pineland Trail Roadway Improvements	River to Sea TPO grant	\$0	\$0	\$0	\$7,152,353	\$0	\$7,152,353
		Transportation Reserves						
3	US 1 North Sidewalk	River to Sea TPO grant	\$0	\$0	\$0	\$2,413,781	\$3,096,361	\$5,519,142
		Transportation Reserves						
Totals:			\$50,000	\$50,000	\$50,000	\$9,616,134	\$3,146,361	\$12,921,495
Transportation Funding Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Property Taxes - Transportation			\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
River to Sea TPO Grant			\$0	\$0	\$0	\$6,505,965	\$0	\$4,770,315
Bonds			\$0	\$0	\$0	\$2,382,038	\$3,774,492	\$2,382,038
Total			\$50,000	\$50,000	\$50,000	\$8,938,003	\$3,824,492	\$12,912,495

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table E
School Improvements
Capital Improvements Schedule
 Based upon Volusia County Schools, Annual Operating Budget
<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

Volusia County Schools
2025-2029 Capital Five-Year Work Program Forecast (Detail)
 Capital Projects Funds - Local Capital Improvement Funds - Consolidated

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Sources - revenues					
Local sources:					
Ad valorem property taxes	\$ 99,170,467	\$ 94,018,320	\$ 97,250,400	\$ 102,439,152	\$ 106,686,288
Investment income	80,000	70,000	60,000	50,000	40,000
Total local sources	99,250,467	94,088,320	97,310,400	102,489,152	106,726,288
Total sources	99,250,467	94,088,320	97,310,400	102,489,152	106,726,288
Uses - expenditures					
New Construction					
Central Warehouse	-	-	2,500,000	15,000,000	-
Enterprise Elm - K-8 Replacement School	3,000,000	-	-	-	-
Hinson Mid - Classroom Addition	-	-	-	750,000	10,000,000
Indian River Elm - Classroom Addition	-	-	-	-	400,000
Manatee Cove Elm - 11 Classroom Addition	550,000	-	500,000	-	-
Pathways Elm - 11 Classroom Addition	550,000	-	500,000	-	-
Pine Ridge HS - 14 Classroom Addition	700,000	-	500,000	-	-
Port Orange Elm - Renovations	-	-	750,000	8,500,000	10,000,000
Read Pattillo Elm - K-8 Replacement School	750,000	-	2,000,000	-	-
Southwestern Mid - Renovate Kitchen and Multipurpose	6,000,000	-	-	-	-
Spruce Creek Elm - Campuswide HVAC and Lighting	-	-	1,200,000	-	-
Volusia Pines Elm - Classroom Addition	-	-	-	-	600,000
Total New Construction	11,550,000	-	7,950,000	24,250,000	21,000,000

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table E
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

Projects at Existing Schools and Facilities

Atlantic HS - Press Box and Restroom Buildings	1,383,000	-	-	-	-
Atlantic HS - Renovate Group Restrooms Campus Wide	2,160,000	-	-	-	-
Blue Lake Elm - Renovate Basketball Courts	318,324	-	-	-	-
Brewster Center - Replace Emergency Generator	601,200	-	-	-	-
Brewster Center - Repair Floor Joists	-	117,600	-	-	-
Campbell Mid - Replace Emergency Generator	-	597,600	-	-	-
Creekside Mid - Replace Stage Lighting and Sound System	-	-	900,000	-	-
DeLand Administrative Complex - Upgrade Data Center Ba	250,000	-	-	-	-
Deltona HS - Upgrade Stage Lighting	900,000	-	-	-	-
Deltona HS - Foundation Repairs Bldg. 2	3,000,000	-	-	-	-
DeLand Mid - School Envelope Improvement	-	3,900,000	-	-	-
Edgewater Public Elm - Renovate Media Center	360,000	-	-	-	-
Edgewater Public Elm - Upgrade Parking Lot and Bus Loop	-	-	400,000	-	-
Edgewater Public Elm - Replace Stage Lighting and Sound S	-	600,000	-	-	-
Forest Lake Elm - Parent Loop Extension	1,000,000	-	-	-	-
Freedom Elm - Replace DOAS Bldgs. 3 and 4	1,300,000	-	-	-	-
Freedom Elm - Replace Stage Lighting and Sound System	-	600,000	-	-	-
Freedom Elm - Replace DOAS Bldgs. 1 and 2	-	1,400,000	-	-	-
Heritage Mid - New Marquee	-	216,000	-	-	-
Hinson Mid - Upgrade HVAC and Lighting Bldg. 7	-	1,800,000	-	-	-
Mainland HS - Stormwater Upgrades	1,500,000	-	-	-	-
Mainland HS - Upgrade Site Lighting	-	-	900,000	-	-
Mainland HS - Renovate Cafeteria	-	2,640,000	-	-	-
New Smyrna Transportation - Vehicle Lift Foundation	111,840	-	-	-	-
New Smyrna Beach HS - Upgrade BAS Bldgs. 1-4	-	1,488,044	-	-	-
New Smyrna Beach Mid - Replace Millwork Campus Wide	-	-	1,500,000	-	-
Osceola Elm - Reroof Bldgs. 4 and 9	94,000	-	-	-	-
Osceola Elm - Renovation for Riverview Move	-	3,426,000	-	-	-
Osteen Elm - Replace Gutters and Downspouts	556,390	-	-	-	-
Parking Lot Lease - City of DeLand	28,665	28,665	28,665	28,665	28,665

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table E
School Improvements
Capital Improvements Schedule

Based upon Volusia County Schools, Annual Operating Budget

<https://www.vcsedu.org/directory/departments/financial-services/financial-transparency/annual-budgets>

Buses					
Bus and Safety	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Total Buses	2,590,000	2,590,000	2,590,000	2,590,000	2,590,000
Charter School Disbursements					
Charter School Capital Outlay LCIF Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Total Charter School Disbursements	1,034,127	1,313,192	1,938,308	2,753,078	3,010,532
Roll Forward					
Prior Year Carryover Encumbrances	50,658,975	-	-	-	-
Prior Year Carryover Appropriations	31,769,478	-	-	-	-
Total roll forward	82,428,453	-	-	-	-
Total uses	129,832,497	39,335,039	30,674,973	43,831,743	40,839,197
Excess (deficiency) of revenues over expenditures	(30,582,030)	54,753,281	66,635,427	58,657,409	65,887,091
Other financing uses					
Transfers - General Fund	(31,681,710)	(33,015,595)	(34,416,175)	(35,886,784)	(37,430,924)
Transfers - Debt Service Funds	(21,317,043)	(23,546,350)	(23,549,950)	(23,553,850)	(23,551,300)
Total other financing uses	(52,998,753)	(56,561,945)	(57,966,125)	(59,440,634)	(60,982,224)
Net change in fund balances	(83,580,783)	(1,808,664)	8,669,302	(783,225)	4,904,867
Fund balances					
Beginning Balance	91,404,931	7,824,148	6,015,483	14,684,785	13,901,559
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Ending Balance	\$ 7,824,148	\$ 6,015,483	\$ 14,684,785	\$ 13,901,559	\$ 18,806,427

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

Table F River to Sea Transportation Planning Organization Transportation Improvement Plan Capital Improvements Schedule https://www.r2ctpo.org/planning-studies/transportation-improvement-program/							
#	Project Description/Area	<2025	2025	2026	2027	2028	FY 28-29
1	419772-1 – I-95 N. Ormond Business Park Interchange	\$559,027	\$0	\$0	\$0	\$0	\$559,027
2	428947-1- SR 40 (Granada Blvd.) from Breakaway Trail to Williamson Blvd	\$4,710,989	\$400,000	\$2,190,000	\$2,107,386	884,708	\$10,293,083
3	419772-2 - I-95 Interchange at SR5 (US1)	\$50,650,966	\$0	\$0	\$240,681,710	\$0	\$291,332,676
4	419772-3 – I-95 Interchange at SR 5 (US1)	\$6,409,678	\$200,000	\$0	\$0	\$0	\$6,609,678
5	453588-1 – I-95 Interchange at SR-40	\$0	\$3,529,500	\$0	\$0	\$0	\$3,529,500
6	448786-1 US-1 from Airport Road to Broadway Avenue	\$498,702	\$0	\$0	\$0	\$4,516,483	\$5,015,185
7	440950-1 – Thompson Creek Trail	\$0	\$0	\$686,302	\$0	\$0	\$686,302
Totals		\$12,178,396	\$4,129,500	\$2,190,000	\$242,789,096	\$5,401,191	\$318,025,451

CAPITAL IMPROVEMENTS ELEMENT



GOALS, OBJECTIVES AND POLICIES

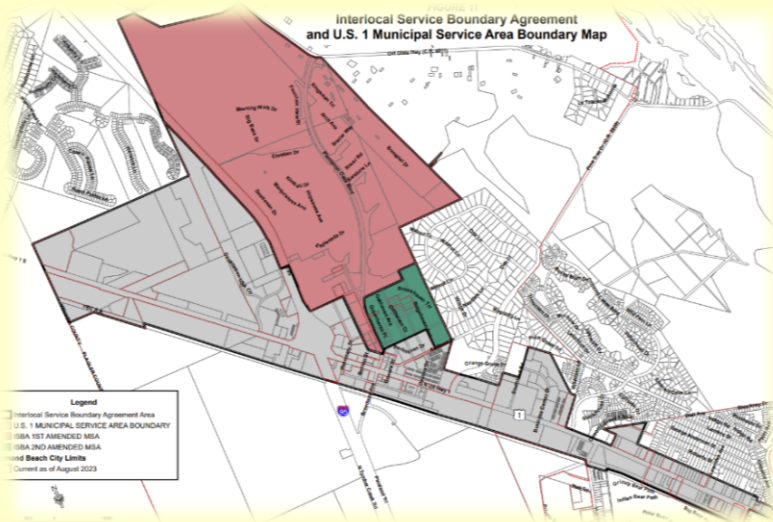
Table G
General Capital Improvement Fund
Capital Improvements Schedule
Based upon adopted Capital Improvement Plan, September 4, 2024

#	Project Description/Area	Funding Source	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
1	Police Station/EOC	Bonds, Legislative Funding	\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$0	\$50,900,000
Total			\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$0	\$50,900,000
General Capital Improvement Fund Schedule								
Funding Source			FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	TOTAL FY 24-25 to FY 28-29
Bonds			\$1,450,000	\$24,000,000	\$24,000,000	\$0	\$0	\$49,450,000
Legislative Funding			\$1,450,000	\$0	\$0	\$0	\$0	\$1,450,000
Total			\$2,900,000	\$24,000,000	\$24,000,000	\$0	\$0	\$50,900,000

NEW PAGE ADDED



INTERGOVERNMENTAL COORDINATION ELEMENT



INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

INTERGOVERNMENTAL COORDINATION ELEMENT GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. COORDINATION	2
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS	2
OBJECTIVE 1.2. COASTAL MANAGEMENT.....	3
OBJECTIVE 1.3. CONSERVATION	5
OBJECTIVE 1.4. RECREATION AND OPEN SPACE PARKS AND RECREATION	7
OBJECTIVE 1.5. CULTURAL AND HISTORICAL RESOURCES AFFAIRS.....	8
OBJECTIVE 1.6. HOUSING	8
OBJECTIVE 1.7. LAND USE	9
OBJECTIVE 1.8. TRAFFIC CIRCULATION	10
OBJECTIVE 1.9. UTILITIES	11
OBJECTIVE 1.10. CONFLICT RESOLUTION	12
OBJECTIVE 1.11. JOINT PLANNING AREAS	12
OBJECTIVE 1.12. JOINT PROCESSES FOR COLLABORATIVE PLANNING AND DECISION MAKING	14
GOAL 2. JOINT PLANNING PROCESS	17
OBJECTIVE 2.1. INTERGOVERNMENTAL COORDINATION	17
OBJECTIVE 2.2. MONITORING AND EVALUATION	18

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

GOAL 1. COORDINATION

THE CITY SHALL ESTABLISH AND MAINTAIN EFFECTIVE COORDINATION TO ADDRESS MULTI-JURISDICTIONAL ISSUES OF CONCERN AND TO IMPLEMENT THE CITY'S COMPREHENSIVE PLAN.

OBJECTIVE 1.1. CAPITAL IMPROVEMENTS

The City shall provide public facilities in a timely and efficient manner, coordinating planning, acquisition, development, funding, and improvements with other governments and agencies to the greatest extent possible.

POLICY 1.1.1.

Intergovernmental cooperation and coordination shall be maintained in order to plan for and provide efficient, cost effective, and environmentally sound public facilities and services.

~~POLICY 1.1.2.~~

~~Effective procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy, at a minimum, shall include the following actions:~~

- ~~a. The City shall maintain formal and informal channels of communication with appropriate units of government in order to provide opportunity for interjurisdictional coordination in the planning, construction and operation of new or expanded public facilities.~~
- ~~b. The City shall continue to review all Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (DEP) and St. Johns River Water Management District (SJRWMD), permit applications and offer comments to the permitting agency in a timely manner in order to ensure that such permits are consistent with City policy.~~
- ~~c. On an ongoing basis, the City shall provide information on Cultural Affairs programs, economic development, public safety, active and passive recreation, transportation, and utilities capital improvement projects with adjacent and/or affected governments and utilities.~~
- ~~d. The City shall coordinate with Federal, State, regional and local permitting agencies to ensure that all permits be received by the time of the issuing of a development order.~~

~~POLICY 1.1.3.~~ POLICY 1.1.2.

The City shall maximize grant and revenue funds for capital improvement projects.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.2. COASTAL MANAGEMENT

The City shall coordinate and cooperate with other governmental units and agencies to effectively and efficiently manage coastal resources.

~~POLICY 1.2.1.~~

~~The City shall cooperate with the Volusia Council of Governments (VCOG) to establish and maintain intergovernmental coordination mechanisms as needed for the proper management of coastal resources.~~

~~POLICY 1.2.2.~~ POLICY 1.2.1.

The City shall review the Comprehensive Plans and any amendments thereto of the adjacent municipalities, Volusia County, and Flagler County to determine if coastal resources including the Halifax River, the Tomoka River and its tributaries, the barrier island, and any associated wetlands are being managed in a consistent manner.

~~POLICY 1.2.3.~~ POLICY 1.2.2.

The City shall cooperate as provided for by the Volusia County Home Rule Charter and State Statutes in joint planning and management programs with adjacent municipalities and counties and other public agencies that operate governments within its boundaries ~~for mosquito impoundments, beach renourishment, hurricane evacuation, provision of public access, providing water dependent use sites, controlling stormwater, reducing wastewater treatment plant discharges into the lagoon, and coordinating efforts to protect designated and other rare species.~~

~~POLICY 1.2.4.~~ POLICY 1.2.3.

The City shall maintain an intergovernmental coordination mechanism that provides potentially affected municipalities, counties, and agencies opportunities for review and comment of development proposals.

~~POLICY 1.2.5.~~ POLICY 1.2.4.

The City shall encourage the State and regional permitting agencies to require that a proposed project ~~not~~ be consistent with local government comprehensive plans and land development regulations before issuing a development permit.

~~POLICY 1.2.6.~~ POLICY 1.2.5.

The City, in cooperation with the Florida Department of Environmental Protection ~~DEP~~, shall support the protection of the Tomoka Marsh Aquatic Preserve in accordance with the Florida Department of Environmental Protection ~~DEP~~ Management Plan and the City Comprehensive Plan.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 1.2.7.~~ POLICY 1.2.6.

The City shall cooperate with the County in the development and implementation of minimum standards for environmental protection in accordance with the Volusia County Home Rule Charter.

~~POLICY 1.2.8.~~ POLICY 1.2.7.

The City shall work cooperatively with Flagler County to ensure responsible development in the upstream portions of the Tomoka River watershed such that the River is not adversely impacted.

~~POLICY 1.2.9.~~ POLICY 1.2.8.

The city shall continue to monitor and implement legislative changes in environmental protection measures.

~~POLICY 1.2.10.~~ POLICY 1.2.9.

On a continuous basis, the City shall review and implement stormwater quality programs and regulations as proposed by the Federal Environmental Protection Agency, the Florida Department of Environmental Protection ~~DEP~~, and the St. Johns River Water Management District. ~~SJRWMD~~.

~~POLICY 1.2.11.~~ POLICY 1.2.10.

The City shall support and participate in the preparation of management plans, water quality studies, and sampling programs in conjunction with Volusia County, the East Central Florida Regional Planning Council (~~ECFRPC~~), the St. Johns River Water Management District ~~SJRWMD~~, the Department of Health and ~~Rehabilitative Services~~, and the Florida Department of Environmental Protection. ~~DEP~~.

~~POLICY 1.2.12.~~ POLICY 1.2.11.

Land use decisions shall be consistent with the natural resource protection policies contained within the East Central Florida Strategic Regional Policy Plan and the State Comprehensive Plan.

~~POLICY 1.2.13.~~ POLICY 1.2.12.

The City shall review proposed development activity for consistency with appropriate ~~portions of resource management protection plans~~ Land Development Code sections and Comprehensive Plan policies addressing the estuaries, beach and dune systems, and the barrier island. ~~The following criteria shall apply in implementation of this policy:~~

- ~~a. The City shall forward all development proposals adjacent to the Tomoka River Aquatic Preserve to the DEP for its review and comment.~~

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

- b. ~~The City shall cooperate with State and regional efforts to coordinate management of the Tomoka Marsh Aquatic Preserve, including participation in watershed committees, basin-wide stormwater management planning, and development of best management practices.~~
- e. ~~The City shall assist the ECFRPC and the SJRWMD in the protection of regionally significant coastal resources.~~

OBJECTIVE 1.3. CONSERVATION

The City shall, through cooperative programs and intergovernmental coordination, and through membership in various intergovernmental coordination organizations, promote and foster the effective conservation of natural resources.

POLICY 1.3.1.

The City, in cooperation with other governments and governmental agencies shall protect the floodplain, and maintain the surface water quality, as well as native aquatic and wetland floral and faunal species diversity of the upper Halifax River, the Tomoka River and its tributaries.

POLICY 1.3.2.

The City shall continue to cooperate with State and regional agencies and adjacent local governments in updating information available on floral and faunal species, significant habitat areas, wildlife movement corridors, and existing and necessary protection mechanisms.

POLICY 1.3.3.

The City shall, continue to work in partnership with Volusia County on matters related to designated species.

POLICY 1.3.4.

Basin-wide management programs shall assure that historic stream courses are not channelized or impeded but retained in their current condition.

POLICY 1.3.5.

The City shall support the maintenance of the “Outstanding Florida Waters” status for that portion of the Tomoka River extending from US 1 to US 92.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.3.6.

The City shall, in cooperation with local, regional, and State agencies, continue to implement the s~~Stormwater management Master p~~Plan that maintains or improves ambient surface water quality and protects natural drainage features. (~~See Utilities Element for criteria~~).

POLICY 1.3.7.

On a continuous basis, the City shall cooperate with Federal, State, regional, and local agencies to acquire and/or protect unique, environmentally sensitive, or recreationally significant properties.

POLICY 1.3.8.

On a continuous basis, the City shall coordinate the identification and protection of significant archeological, historical, and paleontological sites with the appropriate agencies and organization.

POLICY 1.3.9.

The City shall continue to cooperate with Federal, State and local agencies to maximize the protection of natural floodplain functions and to improve floodplain information.

POLICY 1.3.10.

On a continuous basis, the City shall coordinate and cooperate with adjacent governments and agencies to ensure the protection of wildlife corridors and significant floral and faunal habitats, which extend into contiguous jurisdictions.

POLICY 1.3.11.

The City shall coordinate and cooperate with other governments and agencies to preserve air quality when presented with appropriate opportunities.

POLICY 1.3.12.

On a continuous basis, the City shall coordinate and cooperate with State and local governments, the Florida Department of Environmental Protection FDEP, and the St. Johns River Water Management District SJRWMD to ensure that mineral extraction sites are reclaimed according to current law and permit requirements.

POLICY 1.3.13.

The City shall maintain standards in the Land Development Code for the identification and management of potentially significant cultural, historical, archaeological or paleontological resources.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.4. ~~RECREATION AND OPEN SPACE~~ PARKS AND RECREATION

The City shall cooperate and coordinate with adjacent local governments and other public agencies to effectively and efficiently provide acceptable and affordable levels of service standards for municipal parks, recreation and open space facilities.

POLICY 1.4.1.

The City shall cooperate and coordinate with other government agencies to develop waterfront recreation facilities.

POLICY 1.4.2.

The City shall continue to encourage Volusia County and the State to provide well-maintained, high-quality beach access with adequate parking ~~to serve the park~~.

POLICY 1.4.3.

On a continuous basis, the City shall encourage Volusia County to maintain and improve existing beach access and provide future access when needed in a manner which does not create a negative impact on Ormond Beach.

POLICY 1.4.4.

The City shall cooperate with other governments and agencies to provide a safe and effective bicycle facilities network. The following criteria shall apply in implementation of this policy:

- a. The City shall cooperate with ~~the~~ Florida Department of Transportation (~~DOT~~), Florida Department of Environmental Protection ~~DEP~~, ~~VCOG~~, ~~Metropolitan~~ Transportation Planning Organization (~~MPO~~), Volusia County, and the School Board to develop an interconnected bicycle facilities network.
- b. The City shall cooperate with ~~VCOG~~, the School Board, law enforcement agencies, and the Florida Department of Transportation ~~FDOT~~ to promote a bicycle safety program.; ~~this shall include a program in the schools and a media information program.~~
- c. The City shall maintain the requirements for the provision of bicycle lanes and racks through the Land Development Code.

POLICY 1.4.5.

The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and agencies to develop the most cost-effective services to the public.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.4.6.

The City shall work in cooperation with the School Board and the Transportation Planning Organization MPO to develop and implement Bike/Ped Bicycle/Pedestrian School Safety Studies.

POLICY 1.4.7.

The City shall continue to submit grant applications when appropriate and applicable, under programs sponsored by Federal, State, regional governments, and Volusia County (Volusia Forever). ~~the County Land Acquisition Trust Fund.~~

POLICY 1.4.8.

The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.

OBJECTIVE 1.5. CULTURAL AND HISTORICAL RESOURCES AFFAIRS

The City shall continue to promote cultural affairs and historical resources through coordination and cooperation with other governments and agencies.

POLICY 1.5.1.

The City shall continue to identify and pursue outside funding sources when appropriate and applicable by monitoring the availability of cultural grants and funds on an on-going basis.

POLICY 1.5.2.

In cooperation with Volusia County, the City shall ensure that Ormond Beach residents have adequate and acceptable access to a fully-operational public library system.

POLICY 1.5.3.

The City shall coordinate with the County Library to maximize public participation.

OBJECTIVE 1.6. HOUSING

The City shall continue to coordinate with the appropriate public agencies to provide affordable housing.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.6.1.

The City shall continue to coordinate with Volusia County, the State of Florida, and the Department of Housing and Urban Development (HUD) to provide Community Development Block Grant funds to eligible persons.

~~POLICY 1.6.2.~~

~~On an ongoing basis, the City staff shall research and make available to the City Commission information about all new Federal, State, and local housing assistance programs.~~

~~POLICY 1.6.3.~~ POLICY 1.6.2.

The City shall cooperate with the Florida Department of Children and Families to ensure the availability of adequate sites for group homes or foster care facilities.

~~POLICY 1.6.4.~~

~~The City shall continue to coordinate its housing programs with those of Volusia County and the adjacent municipalities.~~

OBJECTIVE 1.7. LAND USE

The City shall coordinate the review of proposed development activity with adjacent local governments and with State, regional, and local public agencies.

POLICY 1.7.1.

The City shall cooperate with the appropriate local governments and public agencies to promote compact development patterns and to discourage urban sprawl.

POLICY 1.7.2.

The City shall continue to coordinate with local, State and regional agencies to ensure public infrastructure and facilities will be provided concurrent with the impacts of development as mandated by Florida Statutes.

~~POLICY 1.7.3.~~

~~The City shall continue to request that State and regional permitting agencies not permit a project unless the development proposal is consistent with the City Comprehensive Plan and Land Development Code.~~

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

~~POLICY 1.7.4.~~ POLICY 1.7.3.

The City shall actively participate in organizations formed to promote systematic growth and development, including the East Central Florida Regional Planning Council ECFRPC, ~~the VCOG~~, the Transportation Planning Organization MPO, and Volusia Growth Management Commission, to discourage urban sprawl adjacent to or near the City's urban fringe.

~~POLICY 1.7.5.~~ POLICY 1.7.4.

The City shall work cooperatively with Flagler County, adjoining cities, and Volusia County to ensure that development in the upstream portions of the Tomoka River watershed does not adversely impact water quality of the Tomoka River.

~~POLICY 1.7.6.~~

~~The City shall resolve annexation issues through its active participation in the Volusia Growth Management Commission.~~

OBJECTIVE 1.8. TRAFFIC CIRCULATION

The City shall continue to coordinate its transportation plans with Federal, State, regional, and local agencies in order to maintain the adopted level-of-service.

POLICY 1.8.1.

The City shall continue to coordinate transportation planning and the provision of transportation facilities with the appropriate public agencies to the maximum extent feasible.

POLICY 1.8.2.

The City shall continue to coordinate and cooperate with the Federal Aviation Administration FAA and the Florida Department of Transportation FDOT to operate the Ormond Beach Municipal Airport.

POLICY 1.8.3.

The City shall coordinate its transportation planning with ~~Volusia County 2035 Long Range Transportation Plan (VCL RTP)~~, the Transportation Planning Organization MPO, Volusia County, the Florida Department of Transportation FDOT, Voltran, ~~VCOG~~, and other appropriate agencies to the maximum extent feasible.

POLICY 1.8.4.

The City shall coordinate proposed transportation Level-of-Service Standards with the Florida Department of Transportation FDOT and adjacent local government jurisdictions.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.8.5.

The City shall continue to ~~request~~ support that the County collect and disburse transportation impact fee funds in impact fee zones that are designed to ensure that the payer of the fee is in fact the benefactor of the fee.

POLICY 1.8.6.

The City shall develop in association with Votran and the Volusia County ~~Metropolitan~~ Transportation Planning Organization multi-modal strategies that seek to reduce vehicle-miles traveled.

~~POLICY 1.8.7.~~

~~Ormond Beach will support proposed TCEAs for road corridors east of Interstate 95 in the adjacent jurisdiction of The City of Daytona Beach when such TCEAs include multi-modal transportation strategies that are complementary to the City's TCEAs.~~

OBJECTIVE 1.9. UTILITIES

The City shall coordinate the provision of utilities infrastructure and service with Federal, State, and local agencies.

POLICY 1.9.1.

The City shall coordinate the provision of potable water with Federal, State, and local agencies and develop intergovernmental responses to groundwater problems.

POLICY 1.9.2.

The City shall provide raw water to its residents in cooperation with the ~~DEP~~ Florida Department of Environmental Protection, the ~~SJRWMD~~ St. Johns River Water Management District, and Volusia County.

POLICY 1.9.3.

The City shall continue to provide solid waste collection in cooperation with ~~DEP~~ the Florida Department of Environmental Protection and Volusia County.

POLICY 1.9.4.

The City and the County shall work in cooperation to implement the hazardous waste management program.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.9.5.

The City shall coordinate and cooperate with adjacent jurisdictions to participate in basin-wide stormwater management studies for the Halifax River and Tomoka River.

POLICY 1.9.6.

The City shall participate in drainage studies for the Halifax River and Tomoka River basins, when available or through direct coordination with affected entities.

OBJECTIVE 1.10. CONFLICT RESOLUTION

Maintain and increase the use of intergovernmental planning agencies for discussion and resolution of multi-jurisdictional issues. This objective shall be achieved through the implementation of the policies associated with this objective.

POLICY 1.10.1.

Continue active membership and support of intergovernmental planning agencies to resolve issues and disputes through mechanisms such as VCOG, MPO-Transportation Planning Organization, VGMC-Volusia Growth Management Commission, ECFRPC and the East Central Florida Regional Planning Council. and the Florida Growth Management Conflict Resolution Consortium.

POLICY 1.10.2.

Support the efforts to plan for the regional management of water resources.

POLICY 1.10.3.

Work with VGMC the Volusia Growth Management Commission to ensure coordination of all planning activities mandated by the Comprehensive Plan.

POLICY 1.10.4.

For comprehensive plan disputes, the City shall use the Volusia Growth Management Commission's dispute resolution process.

OBJECTIVE 1.11. JOINT PLANNING AREAS

Identify, implement, and coordinate joint planning areas for annexation and service provision.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.11.1.

The City shall provide Volusia County notice, as required by Florida Statutes, of all annexations. ~~will continue to coordinate with the Volusia Council of Governments, VGMC, Volusia County, the Cities of Holly Hill and Daytona Beach, and other jurisdictions when annexations occur.~~

POLICY 1.11.2.

The City will provide a copy of its published or posted notice of annexation, to the Volusia County Council as required by Florida Statutes as amended.

POLICY 1.11.3.

The City will continue to provide potable water and sewer service within its identified service boundary areas.

POLICY 1.11.4.

The City will continue to coordinate procedures through interlocal agreements with Volusia County and other adjoining jurisdictions, as appropriate, on the review of development orders and guaranteed compliance with the City of Ormond Beach Land Development Code for projects requesting City utility services.

POLICY 1.11.5.

The City will promote sound growth management by providing city services to contiguous areas before non-contiguous areas.

POLICY 1.11.6.

The Interlocal Service Boundary Agreement adopted by the City of Ormond Beach Commission by Ordinance No. 2014-27, and the Volusia County Council by Ordinance 2014-12, is hereby adopted within the eComprehensive pPlan by reference, said agreement having been recorded on August 28, 2014, at Book 7026, Pages 8786 through 895, of the Public Records of Volusia County, Florida.

The Interlocal Service Boundary Agreement and was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project.

The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.11.7.

A Municipal Service Area (MSA) is hereby established between the City Ormond Beach and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.

POLICY 1.11.8.

Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Ormond Beach have established an Interlocal Service Boundary Agreement (ISBA) effective and recorded on August 28, 2014, at Book 7026, Pages 878~~6~~ through 895, of the Public Records of Volusia County, Florida.

The Interlocal Service Boundary Agreement and as was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project.

The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.

The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ISBA-Interlocal Service Boundary Agreement.

POLICY 1.11.9.

The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its Comprehensive Plan to the lands within the Municipal Service Area (MSA) in advance of the annexation of those lands.

OBJECTIVE 1.12. JOINT PROCESSES FOR COLLABORATIVE PLANNING AND DECISION MAKING

Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.12.1.

The City shall utilize population information from the United States Census. In the years where the United States Census is not published, the City shall use the population projections of the University of Florida Bureau of Economic and Business Research. ~~will continue to coordinate with the Volusia County Growth Management Department, the Volusia Council of Governments, the MPO, the University of Florida Bureau of Economic and Business Research, and other agencies in order to develop citywide and countywide population projections that include expected growth shown in the Comprehensive Plan for the City.~~ In addition, the City will use these mutually agreed upon and coordinated population figures in the Comprehensive Plan.

POLICY 1.12.2.

City staff will coordinate annually, or more often as needed, with Volusia County staff for the purpose of determining future unincorporated area needs for water and sewer within each respective unincorporated area served by the county.

POLICY 1.12.3.

The City will forward requests for access to County or State maintained roadways to each respective agency for comment concerning their respective plans and policies.

POLICY 1.12.4.

The City will coordinate with service providers that have no regulatory authority over the use of land in the City to develop recommendations that address ways to improve coordination of the City's concurrency management methodologies and systems, and levels-of-service.

POLICY 1.12.5.

The City will enter into an interlocal agreement with Volusia County for joint projects identified in the City's Stormwater Management Master Plan and the Volusia County's Stormwater Management Plan Program.

POLICY 1.12.6.

The Planning Department will coordinate concurrency reviews with the respective City Departments, ~~Volusia Council of Governments~~ and any other agencies as deemed appropriate and necessary.

POLICY 1.12.7.

The City will continue to coordinate with Volusia County for the provision of countywide facilities, including but not limited to, solid waste disposal and the Volusia County Emergency Operations Center.

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

POLICY 1.12.8.

The City will forward notice of proposed future land use plan policies related to hurricane shelters and evacuation routes, as well as map amendments resulting in an increase in population within coastal high hazard areas, to the ~~ECFRPC~~ East Central Florida Regional Planning Council and the Volusia County Emergency Management Department to determine hurricane shelter space availability and the effect of increased evacuating populations on evacuation clearance times and routes.

POLICY 1.12.9.

The City shall forward site plans to Votran in accordance with defined thresholds as stated in the Volusia County Transit Design Guidelines.



GOALS, OBJECTIVES AND POLICIES

GOAL 2. JOINT PLANNING PROCESS

ESTABLISH AND MAINTAIN A COOPERATIVE RELATIONSHIP BETWEEN THE CITY OF ORMOND BEACH AND SCHOOL DISTRICT TO PROVIDE AN EFFECTIVE JOINT PLANNING PROCESS INCLUDING PROCEDURES TO COORDINATE LAND USE PLANNING WITH THE DEVELOPMENT OF SCHOOL FACILITIES INCLUDING PUBLIC SCHOOL SITING, CALCULATION POPULATION PROJECTIONS, AND PROVIDE FOR THE DEVELOPMENT OF PUBLIC EDUCATION FACILITIES CONCURRENTLY WITH RESIDENTIAL DEVELOPMENT AND OTHER PUBLIC FACILITIES AND SERVICES.

OBJECTIVE 2.1. INTERGOVERNMENTAL COORDINATION

The City of Ormond Beach shall establish coordination mechanisms with the School Board to achieve a collaborative effort to identify school needs, provide for school facilities and implement school concurrency using consistent supporting data and analysis.

POLICY 2.1.1.

In cooperation with the School Board, the City of Ormond Beach shall ~~adopt and~~ continue to implement the interlocal agreement as required by Section 1013.33 F.S., ~~which includes procedures for:~~

- ~~a. Coordinating and sharing information;~~
- ~~b. Educational and ancillary siting procedures;~~
- ~~c. Comprehensive plans and plan amendment review;~~
- ~~d. Site design and development plan review;~~
- ~~e. Joint development of schools, parks and other uses;~~
- ~~f. School concurrency implementation;~~
- ~~g. Implementation and amendments; and~~
- ~~h. Resolution of disputes.~~

POLICY 2.1.2.

In accordance with the schedule established in the interlocal agreement, the City of Ormond Beach shall continue to send a representative to meet with School Board and other local government representatives to review data and annually approve a projection of the amount, type, and distribution of population growth and student enrollment. ~~Data shall include but not be limited to:~~

- ~~a. Capital budgets for each jurisdiction;~~
- ~~b. School Board five-year facilities work program;~~

INTERGOVERNMENTAL COORDINATION ELEMENT



GOALS, OBJECTIVES AND POLICIES

- ~~e. School Board educational plant survey (every fifth year);~~
- ~~d. Volusia County five-year road improvement program;~~
- ~~e. Anticipated new development, infill development and redevelopment; and~~
- ~~f. Student enrollment and school utilization including portable classroom assignments.~~

~~POLICY 2.1.3.~~

~~The City of Ormond Beach shall provide the School Board with a copy of each planning board and Council/Commission agenda.~~

~~POLICY 2.1.4.~~ POLICY 2.1.3.

The City of Ormond Beach and the School Board shall coordinate the acquisition and development of sites for future educational and ancillary facilities in accordance with the process established in the interlocal agreement.

~~POLICY 2.1.5.~~ POLICY 2.1.4.

The City of Ormond Beach shall continue to implement school concurrency and Section 206 of the Volusia County Charter. ~~no later than February 1, 2008.~~

~~POLICY 2.1.6.~~

~~The City of Ormond Beach shall provide notice to adjacent jurisdictions as required by the Volusia County Interlocal Agreement for School Planning when school capacity in the adjacent jurisdiction is anticipated to be applied to meet concurrency requirements for proposed residential development.~~

OBJECTIVE 2.2. MONITORING AND EVALUATION

The City of Ormond Beach shall regularly monitor and evaluate the implementation of the Public School Facilities Element to assure compliance with the provisions of the comprehensive plan and the interlocal agreement, to assure the use of best practices in the joint planning of school facilities, and to provide for the continuing coordination of school planning.

POLICY 2.2.1.

In accordance with the interlocal agreement but no less than once per year, the City of Ormond Beach shall submit a report to the School Board reporting on the implementation actions and coordinated planning efforts for planning and developing school facilities including joint development opportunities. If the School Board finds that implementation of the plan or interlocal agreement is not occurring, the School Board shall make recommendations to the City of Ormond Beach of steps necessary to achieve successful implementation.



GOALS, OBJECTIVES AND POLICIES

POLICY 2.2.2.

For each Comprehensive Plan amendment reviewed by the Volusia Growth Management Commission (~~VGMC~~), the City of Ormond Beach shall identify in the ~~VGMC~~ Volusia Growth Management Commission application support materials how anticipated impacts of the proposed amendment to school facilities are addressed.

POLICY 2.2.3.

The City of Ormond Beach shall appoint a citizen to serve as a member of the oversight committee created by the adopted Interlocal Agreement and shall appoint a staff member to serve on the technical committee created by the adopted Interlocal Agreement.

NEW PAGE ADDED



CULTURAL AND HISTORICAL RESOURCES ELEMENT





CULTURAL AND HISTORICAL RESOURCES ELEMENT
GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. CULTURAL ACTIVITIES AND HISTORICAL RESOURCES..	2
OBJECTIVE 1.1. ACCESS AND DEVELOPMENT	2
OBJECTIVE 1.2. MAINTENANCE.....	3
OBJECTIVE 1.3. FACILITIES AND PROGRAMS	5
OBJECTIVE 1.4. SENIOR PROGRAMS AND FACILITES	6
OBJECTIVE 1.5. SPECIAL EVENTS	7
OBJECTIVE 1.6. INTERGOVERNMENTAL COORDINATION	7
OBJECTIVE 1.7. HISTORICAL RESOURCES	8
GOAL 2. HISTORICAL, ARCHAEOLOGICAL, AND	
PALEONTOLOGICAL RESOURCES	12
OBJECTIVE 2.1. HISTORIC OVERLAY DISTRICT	13
OBJECTIVE 2.2. PROTECTION OF HISTORICAL, ARCHAEOLOGICAL, AND	
PALEONTOLOGICAL RESOURCES	13



CULTURAL AND HISTORICAL RESOURCES ELEMENT
GOALS, OBJECTIVES AND POLICIES

GOAL 1.CULTURAL ACTIVITIES AND HISTORICALAL RESOURCES

THE CITY SHALL MAINTAIN A BALANCE OF CULTURAL ACTIVITIES AND HISTORICALAL RESOURCES APPROPRIATE TO RESIDENTS OF ALL AGES, NATIONAL ORIGINS, AND ECONOMIC LEVELS.

OBJECTIVE 1.1. ACCESS AND DEVELOPMENT

The City shall maintain and improve access to its ~~historie~~ and cultural and historical resources and encourage the development of programs and encourage the development of cultural programs of State and regional excellence.

POLICY 1.1.1.

The ~~Leisure Services~~ Parks and Recreation Department shall serve as a community arts agency to provide a mechanism for social and leisure interaction and awareness in the community. The Department shall organize, schedule, coordinate, promote and supervise cultural and historical civic activities such as a concert series, a community arts outreach program, continuing exhibits by local and regional-national artists and other special events utilizing City and other public facilities.

POLICY 1.1.2.

The City's cultural and historical activities and programs shall be determined through a continuous assessment of community needs, as identified through surveys, citizen responses, civic interaction, and population growth in conjunction with the Parks and Recreation Element Policy 1.1.95.

POLICY 1.1.3.

The appropriate City advisory boards shall continue to provide advice and make recommendations on matters related to cultural and historical resources and activities, per the criteria in the City's Land Development Code.

~~POLICY 1.1.4.~~

~~The Leisure Services Department shall report the needs for building and grounds maintenance to the Chief Building Official and Facilities Maintenance Manager, respectively, to ensure orderly and responsible maintenance and conduct of facilities.~~

CULTURAL AND HISTORICAL RESOURCES ELEMENT

GOALS, OBJECTIVES AND POLICIES



~~POLICY 1.1.5.~~ POLICY 1.1.4.

The Parks and Recreation Department shall prepare and submit, in April of each year, an annual report, as part of the budget process, which ~~that~~ describes the status of cultural and historical affairs in the City. The report shall assess the general needs of the population, evaluate the City's cultural and historical activities and programs, assess interdepartmental and intergovernmental areas of concern, and assess the condition of cultural and historical facilities. The annual report shall include recommendations for specific program changes, budgetary needs, and schedule of events.

OBJECTIVE 1.2. MAINTENANCE

The City shall continue to maintain and improve cultural and historical facilities to prevent deterioration and to maintain the aesthetics qualities of the community.

~~POLICY 1.2.1.~~

~~The Rockefeller Gardens Park shall be restored to its "Rockefeller Era" condition. Plans for the development of this Park have been programmed as part of the 2009-2014 5-year Capital Improvements Program.~~

~~POLICY 1.2.2.~~ POLICY 1.2.1.

The City will encourage private entities to create, maintain, and promote a new Birthplace of Speed Museum exhibit.

~~POLICY 1.2.3.~~ POLICY 1.2.2.

The Ames House, cottage and grounds shall continue to be maintained by the City and used by the City's ~~Legal Department~~. The grounds shall continue to be available for use by civic groups and residents.

~~POLICY 1.2.4.~~ POLICY 1.2.3.

The Bailey-Riverbridge Gardens Park shall continue to be maintained to prevent deterioration and to ensure public access and shall continue to be available for use by civic groups and residents.

~~POLICY 1.2.5.~~ POLICY 1.2.4.

The Indian Mound Park site shall be maintained as a historical resource, ~~developed with amenities onsite such as an interpretation center that explains the history of Indians in the area and displays certain related artifacts~~. No playground or other non-archaeological facilities shall be permitted on the site.

CULTURAL AND HISTORICAL RESOURCES ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.2.6. POLICY 1.2.5.

The building and landscaping at the Senior Center/Performing Arts Center shall continue to be properly maintained.

POLICY 1.2.6.

The building and landscaping at the Stout-MacDonald House shall continue to be properly maintained.

POLICY 1.2.7.

The Quality of Life Board, the Public Works Department and the ~~Leisure Services~~ Parks and Recreation Department shall annually evaluate conditions at the City's parks, recreation, and cultural facilities to ensure that the landscaping of such facilities ~~are~~ is maintained in good condition and are aesthetically pleasing (pursuant to the Parks and Recreation Element Objective 1.2. Reereation Policy 1.1.9).

POLICY 1.2.8.

The Ormond Memorial Art Museum and Gardens shall continue to be properly maintained and operated ~~by the City so as to promote and encourage outstanding Florida Artists in accordance with a partnership between the City of Ormond Beach and the Ormond Memorial Art Museum, Inc., a Florida 501(c)(3) corporation. The following criteria shall apply in implementation of this policy. The responsibilities of each party are detailed in the service agreement, and must include the following criteria:~~

- a. ~~The Museum's Malcolm Fraser Art Exhibit shall be properly maintained and available to the public free of an admission charge. Due to the public-private partnership as it relates to administration and maintenance, the Museum shall work cooperatively with the appropriate City departments to establish operational rules and regulations.~~
- b. ~~The Ormond War Memorial Art Gallery Corporation is encouraged to continue functioning as an operating body to manage and direct the museum with responsibilities to publish newsletters, coordinate volunteer groups, curate exhibitions, grant writing, fund-raising, and outreach public relations projects with school and civic related groups. The Ormond Memorial Art Museum, Inc. will function as the operating body of the Art Museum and Gardens. The Ormond Memorial Art Museum and Gardens are responsible for administering professional programs and exhibitions.~~
- c. ~~Due to the public-private partnership as it relates to administrations and maintenance, the Museum shall work cooperatively with the appropriate City departments to establish operational rules and regulations. The Malcolm Fraser Collection shall be properly maintained and exhibited to the public.~~



POLICY 1.2.9.

The ~~Leisure Services~~ Parks and Recreation Department and the Quality of Life Board will periodically consider creating an Art in Public Places Program, ~~which may require that one (1%) percent of the value of all new industrial and commercial structures over \$500,000 or new public buildings be required to provide on-site art amenities for review by the Quality of Life Board and approval by the City Commission.~~

OBJECTIVE 1.3. FACILITIES AND PROGRAMS

The City shall develop fiscally sound cultural and historical facilities and programs.

POLICY 1.3.1.

The City shall maintain the Friends of the Performing Arts Center, Friends of Recreation, and other foundations for the purpose of receiving and dispensing funds donated from various sources. This foundation shall be a City-sponsored, private, non-profit corporation US Code Title 26, 501(c)-(3) as registered with the State of Florida, Department of Agriculture and Consumer Services. By so doing, the City is eligible for receiving tax-deductible contributions and certain grants that are usually available only to non-profit organizations.

POLICY 1.3.2.

The City shall continue to work with the ~~Florida Department of State~~ Florida Division of Arts and Culture for ~~Florida Endowment Arts Fund~~ Cultural Endowment Program monies for the purpose of establishing a City investment fund to generate interest income to offset operating expenses.

POLICY 1.3.3.

The City shall continue to financially support the cultural activities and programs offered by the ~~Leisure Services~~ Parks and Recreation Department.

POLICY 1.3.4.

The City shall continue to pursue outside funding sources by monitoring on an on-going basis the availability of cultural and historical grants and funds. Applications shall be submitted in a timely manner to ensure procurement and proper outside agency review.

POLICY 1.3.5.

A user fee system shall continue to be an integral and vital component of the overall funding mechanism for cultural and historical programs and events. The following criteria shall apply in implementation of this policy:

CULTURAL AND HISTORICAL RESOURCES ELEMENT

GOALS, OBJECTIVES AND POLICIES



- a. The fee shall be reasonably established and shall not restrict access on the basis of affordability.
- b. The City shall periodically review the fee structures of other local government jurisdictions as a basis for determining the equity of the fee structure.
- c. Reasonable fees shall be established for the use of all City facilities based on the type of event, the particular facility and the expected number of people of attending.
- d. Fees shall be established, as necessary, for cultural programs such as dance, ballet, arts and crafts but shall not be established for admission into the Ormond Memorial Art Museum's Malcolm Fraser Art Exhibit.
- e. The fee schedule shall be reviewed and updated on an annual basis.

OBJECTIVE 1.4. SENIOR PROGRAMS AND FACILITES

The City shall ~~operate~~ continue to facilitate a senior citizen program and maintain a senior center facility that offers a diversity of activities and events to meet the full range of user interests.

POLICY 1.4.1.

The City, through the ~~Leisure Services~~ Parks and Recreation Department, shall provide services designed to increase community involvement and to improve cultural, historical, and recreational opportunities for the elderly.

~~POLICY 1.4.2.~~

~~The City shall, in cooperation with the Volusia County School Board, support efforts to increase the participation of the elderly in education and social service programs serving children.~~

~~POLICY 1.4.3.~~

~~The City shall continue to study the need and availability of adequate transportation for the elderly to facilitate participation in senior activities and events and to ensure adequate accessibility.~~

~~POLICY 1.4.4.~~ POLICY 1.4.2.

The Senior Center shall ~~offer~~ facilitate support services for the elderly that provide mechanisms for achieving maximum self-sufficiency, self-support and personal independence.

CULTURAL AND HISTORICAL RESOURCES ELEMENT

GOALS, OBJECTIVES AND POLICIES



~~POLICY 1.4.5.~~ POLICY 1.4.3.

The City shall ~~offer~~ facilitate an active participation program for seniors, to include theatre productions, concerts, dancing, and arts and crafts.

OBJECTIVE 1.5. SPECIAL EVENTS

The City shall support special events such as street fairs, festivals, performances, special audience programs (Very Special Arts), and art exhibits in developing a leisure time policy for use of recreation facilities to ensure a balanced recreation program that highlights the cultural and historical tradition of the City and supports the activity preferences of ethnic and racial groups by exposing the public to the music and art of different eras of time and of different folk cultures.

POLICY 1.5.1.

The City shall consider, but not limit itself to, Special events including a downtown area festival, neighborhood festivals and other art festivals. The City shall ~~also consider~~ continue sponsoring and providing fireworks at the 4th of July festival.

OBJECTIVE 1.6. INTERGOVERNMENTAL COORDINATION

The City will cooperate and coordinate with other local, State and Federal governments to ensure that cultural and historical services are available to City residents.

POLICY 1.6.1.

Coordination shall be maintained with the State in the development of a strategy for the construction of arts facilities based on a City assessment of needs and capabilities. This shall be accomplished with the City assessment pursuant to the Parks and Recreation Element Policy 1.1.95. The following minimum criteria and procedures shall be adhered to in the implementation of this policy:

- a. Maintain an inventory of existing facilities, to include stage size, seating capacity, and display areas, which currently provide access to cultural activities.
- b. Develop criteria and procedures for evaluating and determining the locations, extent, and types of public need for additional facilities to provide public access to cultural activities and performances.
- c. Develop a strategy to encourage the renovation of existing facilities which show potential for future use in providing increased public access to cultural activities; and the construction of new facilities, as determined by need, which will provide additional public access to cultural activities.

CULTURAL AND HISTORICAL RESOURCES ELEMENT

GOALS, OBJECTIVES AND POLICIES



- d. Develop a strategy for the identification and/or establishment of financial mechanisms necessary for the construction of arts and cultural activities.
- e. Develop a strategic plan based on the adopted Parks and Recreation Master Plan Study as it relates to cultural and historical services events, programs, and classes.

POLICY 1.6.2.

The City shall strive to expand and strengthen organizational ties with outside agencies and the private sector. Increased emphasis shall be placed on financial support from the general public and the private sector to assist in the provision of increased cultural and historical opportunities in the region, so as to accomplish:

- a. An increased frequency of cultural and historical events;
- b. A reduction in participatory costs or greater availability of scholarships so that cultural and historical events are economically accessible to the region's population; and
- c. Enhanced identification, preservation and use of historical properties and resources.

OBJECTIVE 1.7. HISTORICAL RESOURCES

Historical resources listed on, or eligible for listing on the Florida Master Site File or *National Register of Historic Places* shall be taken into consideration in development projects, with such programs and activities being implemented in a manner sufficient to protect and ensure the protection and preservation of historical and archaeological resources.

POLICY 1.7.1.

Additions or modifications to historical resources shall ensure that the architectural form, qualities and integrity of those resources be protected, preserved, and enhanced as possible. If the additions or alterations are ever removed, the essential form and integrity of the historical structure will be unimpaired.

POLICY 1.7.2.

The historic property shall be used for purposes that are the same as, or compatible with, the original uses(s), or as adaptive reuse in order to preserve and maintain the integrity of the original structure.

POLICY 1.7.3.

The identification and evaluation of adverse impacts on historical sites, structures or properties include assessments of, but are not limited to:

- a. The visual continuity of the historical resource's immediate surroundings;
- b. The degree of compatibility between the historical resource and proposed land uses in the immediate vicinity;

CULTURAL AND HISTORICAL RESOURCES ELEMENT

GOALS, OBJECTIVES AND POLICIES



- c. The maintenance of a historical resource with other ancillary or supporting structures and appurtenances such as fences, walkways, outbuildings, plants and trees which might be an important part of the entity's history, function, or purpose;
- d. The maintenance of the relative prominence of a historical resource in terms of height, accessibility, view distance and linear distance from other buildings and structures; and
- e. Prior to the approval for a development or project, a determination of the effects on any historical resource that is included in or eligible for inclusion in the *National Register of Historic Places* and locally designated landmarks and districts shall be made, with consultations being undertaken with the Florida Division of Historical Resources, as required by the Land Development Code.

POLICY 1.7.4.

If a historical resource is to be demolished, destroyed, or substantially altered in a way which adversely affects the character, form, integrity, or other qualities which contribute to its historical, architectural, or archaeological values, timely actions developed in consultation with the Florida Division of Historical Resources shall be taken to determine that no feasible and prudent alternative to the proposed demolition, destruction, or alteration exists.

POLICY 1.7.5.

In situations where no such practicable alternative is determined to exist, timely actions shall be taken either to avoid or mitigate the adverse impacts, or to undertake an appropriate archaeological salvage excavation, data recording, or other appropriate actions to document the resource as it existed prior to destruction or alteration.

POLICY 1.7.6.

The City shall exercise caution to assure that any historical and archaeological resources within its control are not inadvertently transferred, sold, demolished, destroyed, substantially altered, or allowed to deteriorate significantly.

POLICY 1.7.7.

Based on recommendations of the Florida Division of Historical Resources staff, special field surveys of historical and archaeological resources will be required to identify the extent of potential endangerment resulting from the proposed projects.

- a. A determination of need for such surveys shall be made by the Florida Division of Historical Resources and City staff.

CULTURAL AND HISTORICAL RESOURCES ELEMENT

GOALS, OBJECTIVES AND POLICIES



- b. The design and procedures of such surveys and mitigative measures shall be developed in consultation with the Florida Division of Historical Resources and the City's Historic Landmark Preservation Board.
- c. New information on previously unrecorded historical resources shall be transmitted to the Florida Division of Historical Resources.

POLICY 1.7.8.

Following the discovery of unknown archaeological or historical resources or remains, the Florida Division of Historical Resources shall be immediately notified and development activities shall be stopped until a professional archaeologist determines an appropriate area that should be protected and the discovery can be investigated and determined as to its significance or lack thereof.

POLICY 1.7.9.

Chapter 872, Florida Statutes, shall be implemented upon discovering burial sites or human remains during development activities.

POLICY 1.7.10.

Methods of rehabilitation and public accessibility to historical resources shall be developed in consultation with the Florida Division of Historical Resources, with emphasis being placed on public access, interpretative programs, and exhibits designed to increase public awareness, understanding and enjoyment of historical resources.

POLICY 1.7.11.

The identification and evaluation of adverse impacts on archaeological sites or areas from adjacent land uses include assessments of, but are not limited to:

- a. The effects of proposed land uses in the immediate vicinity of the archaeological resource in terms of its continued existence and maintenance or integrity; and
- b. The relationship, role, and function of the archaeological resource to the surrounding land uses and activities, which are based on applicable standards, are designed as either:
 - “Desirable” which includes: protection of its intrinsic value as an archaeological resource; incorporation into an harmonious development pattern; adequate protection while providing for public access and information about the archaeological resource; incorporation in site development plans as green space; conservation area, passive recreational area, or other land uses which do not disturb the ground; or
 - “Undesirable” which includes: destruction, damage, or diminishment resulting from land modification and site development activities; purposeful looting and vandalism; incompatible land uses and activities resulting in changes in surface water or

CULTURAL AND HISTORICAL RESOURCES ELEMENT

GOALS, OBJECTIVES AND POLICIES



groundwater levels due to drainage modifications or groundwater chemistry due to the introduction of pollutants.

POLICY 1.7.12.

Efforts shall be made to promote increased public awareness of and access to an expanded variety of cultural programs and historical resource appreciation activities in the City.

POLICY 1.7.13.

Archaeological and Historical resources shall be protected from vandalism and destruction. ~~Adherence to this policy, at a minimum, will require the following actions:~~

- ~~a. Continued anonymity of the exact locations of archaeological resources in remote locations or situations where adequate site protection or security would be difficult to provide.~~
- ~~b. Enhanced site security and property protection systems and procedures shall be utilized as needed.~~
- ~~c. Preparation and dissemination of increased levels of public information on the extent of vandalism and theft in terms of losses of historic resources, diminished usage, and the public costs of repair and replacement, with the information being disseminated via posters, television and radio public service announcements, news releases, and information to interested organizations.~~

POLICY 1.7.14.

Old King's Road is a significant historic resource which shall be recognized and interpreted for the benefit of the citizens.



GOAL 2. HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES

CONSISTENT WITH THE FUTURE LAND USE, HOUSING, CULTURAL AFFAIRS AND HISTORICAL RESOURCES, AND RECREATION AND OPEN SPACE PARKS AND RECREATION ELEMENTS, THE CITY SHALL PROTECT AND PRESERVE HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES.

OBJECTIVE 2.1. HISTORIC OVERLAY DISTRICT

The City shall consider the creation of additional historic overlay districts to protect significant historical areas.

POLICY 2.1.1.

District Regulations contained in Chapter 3, Article VI of the Land Development Code shall be maintained and periodically reviewed in order to protect the character of existing properties and to prevent negative impacts from new development.

POLICY 2.1.2.

The Planning Department shall perform a detailed survey to identify the predominant architectural features, colors, and materials of any area targeted for the designation.

POLICY 2.1.3.

A setback policy shall be maintained for those properties located on the west side of North and South Beach Street which shall not be less than the average building setback of all existing single-family dwelling units within 300 feet of either side of the proposed single-family dwelling unit.

POLICY 2.1.4.

The City shall consider the addition of streetscape elements such as pavers, streetlamps, street signs, and historical markers, that would project a common theme for each historic district.

POLICY 2.1.5.

The City shall consider, ~~on an ongoing basis~~ when supported by property owners in the area, the feasibility of historic districts in other areas of the City.



OBJECTIVE 2.2. PROTECTION OF HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES

Development activities shall protect significant historical, archaeological, and paleontological resources to the extent practicable and in the public interest. When no other practicable alternative exists to the proposed development activity, appropriate management and mitigation plans shall be prepared and implemented by the applicant for such development activity.

POLICY 2.2.1.

Coordination shall be maintained with the Florida Division of Historical Resources, for review of development activities in potentially significant historical, archaeological, and paleontological areas. If the State determines that an area is potentially significant, an archaeological or historical survey shall be prepared by the applicant prior to development approval and in accordance with criteria established and recommended by the Florida Division of Historical Resources.

POLICY 2.2.2.

All capital improvement projects shall be devised and implemented in a manner sufficient to protect and preserve significant historical, archaeological, and paleontological resources.

POLICY 2.2.3.

The City shall maintain and periodically review the standards, regulations, and guidelines for the protection of historical, archaeological, and paleontological resources contained within the Land Development Code.

POLICY 2.2.4.

Implement historical preservation regulations in support of the Historic Landmark Preservation Board in accordance with the Historic Districts and Landmarks section of the City's Land Development Code.

POLICY 2.2.5.

Work with the State to continuously update the existing Florida Master Site File information as appropriate. Said update, as is economically feasible, may be undertaken in its entirety, or in increments in accordance with the applicable grant application cycles.

NEW PAGE ADDED



PUBLIC SCHOOL FACILITIES ELEMENT





PUBLIC SCHOOL FACILITIES ELEMENT
GOALS, OBJECTIVES AND POLICIES

TABLE OF CONTENTS

GOAL 1. COLLABORATION2

 OBJECTIVE 1.1. COORDINATION AND CONSISTENCY2

 OBJECTIVE 1.2. SCHOOL FACILITY SITING AND AVAILABILITY2

 OBJECTIVE 1.3. ENHANCE COMMUNITY DESIGN4

 OBJECTIVE 1.4. COORDINATE COMPREHENSIVE PLAN AMENDMENTS AND
 DEVELOPMENT ORDERS WITH SCHOOL CAPACITY5

GOAL 2. IMPLEMENT PUBLIC SCHOOL CONCURRENCY6

 OBJECTIVE 2.1. LEVEL-OF-SERVICE STANDARDS6

 OBJECTIVE 2.2. SCHOOL CONCURRENCY SERVICE AREAS8

 OBJECTIVE 2.3. PROCESS FOR SCHOOL CONCURRENCY IMPLEMENTATION10

 OBJECTIVE 2.4. PROPORTIONATE SHARE MITIGATION13

 OBJECTIVE 2.5. CAPITAL FACILITIES PLANNING15

FIGURE 1: SCHOOL PLANNING AREAS MAP16

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



PUBLIC SCHOOL FACILITIES ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 1. COLLABORATION

COLLABORATE AND COORDINATE WITH THE SCHOOL BOARD OF VOLUSIA COUNTY TO PROVIDE AND MAINTAIN A PUBLIC EDUCATION SYSTEM WHICH MEETS THE NEEDS OF VOLUSIA COUNTY'S CURRENT AND FUTURE POPULATION.

OBJECTIVE 1.1. COORDINATION AND CONSISTENCY

The City of Ormond Beach shall implement and maintain mechanisms designed to coordinate with the School Board to provide consistency between local government comprehensive plans and public school facilities and programs.

POLICY 1.1.1.

Pursuant to the procedures and requirements of the adopted interlocal agreement, the City of Ormond Beach shall coordinate with the School Board on growth and development trends, general population and student projections to ensure that the plans of the School Board and the City of Ormond Beach are based on consistent data.

POLICY 1.1.2.

The City of Ormond Beach shall provide the representative of the School Board with copies of all meeting agendas and staff reports.

POLICY 1.1.3.

The City of Ormond Beach shall meet at least annually with representatives from the School District Board and the other local governments in Volusia County to review the Public School Facilities Element, including enrollment projects. The timing and content of these meetings shall be done according to the requirements and procedures set forth in the adopted interlocal agreement.

OBJECTIVE 1.2. SCHOOL FACILITY SITING AND AVAILABILITY

The City of Ormond Beach shall coordinate with the School Board on the planning and siting of new public schools and ancillary facilities to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the e Comprehensive p-Plan.

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 1.2.1.

The City of Ormond Beach shall coordinate with the School Board to assure that proposed public school facility sites are consistent with the applicable land use categories and policies of the ~~e~~Comprehensive ~~p~~Plan. Schools shall be permitted in all future land use classifications except for the Industrial, Recreation/Open Space, and Open Space/Conservation land use classifications.

POLICY 1.2.2.

Coordination of the location, acquisition, phasing, and development of future school sites and ancillary facilities shall be accomplished through the procedures adopted in the interlocal agreement.

POLICY 1.2.3.

The City of Ormond Beach and the School Board will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school. If deemed necessary, the parties may enter into a written agreement as to the timing, location, and party or parties responsible for constructing, operating and maintaining the required improvements.

POLICY 1.2.4.

The City of Ormond Beach shall encourage the School Board to land bank sites for future use as school facilities. The City of Ormond Beach shall coordinate with the School Board on the acquisition and use of land banked sites in the same manner as established for other sites in order to ensure adequate infrastructure is planned and constructed in advance of school construction.

POLICY 1.2.5.

The City of Ormond Beach shall protect schools and land banked school sites from the adverse impact of incompatible land uses by providing the School ~~District~~ Board with the opportunity to participate in the review process for all proposed development adjacent to schools.

POLICY 1.2.6.

In developing capital improvements plans and programs for public services, the City of Ormond Beach shall consider required infrastructure to service existing and proposed schools and any land banked school sites.



OBJECTIVE 1.3. ENHANCE COMMUNITY DESIGN

The City of Ormond Beach shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities that serve as community focal points and are compatible with surrounding land uses.

POLICY 1.3.1.

The City of Ormond Beach shall coordinate with the School Board on opportunities for the expansion and rehabilitation of existing schools so as to support neighborhoods and redevelopment.

POLICY 1.3.2.

The City of Ormond Beach shall collaborate with the School Board on the siting of public facilities such as parks, libraries, and community centers near existing or planned public schools, to the extent feasible.

POLICY 1.3.3.

The City of Ormond Beach shall look for opportunities to co-locate and share the use of public facilities when preparing updates to the Comprehensive Plan's Schedule of Capital Improvements and when planning and designing new or renovating existing, community facilities. Co-located facilities shall be governed by a written agreement between the School Board and the City of Ormond Beach specifying operating procedures and maintenance and operating responsibilities.

POLICY 1.3.4.

The City of Ormond Beach shall reduce hazardous walking conditions consistent with Florida's Safe Ways to School Program. In conjunction with the School Board, the City of Ormond Beach shall implement the following strategies:

1. New developments adjacent to schools shall be required to provide a right-of-way and direct safe access path for pedestrian travel to existing and planned schools, and shall connect to the neighborhood's pedestrian network.
2. New development and redevelopment within two miles of a school shall be required to provide sidewalks within or adjacent to the property for the corridor that directly serves the school or qualifies as an acceptable designated walk or bicycle route to the school.
3. In order to ensure continuous pedestrian access to public schools, the City of Ormond Beach shall consider infill sidewalk and bicycle projects connecting networks serving schools as part of the annual capital budget process. Priority shall be given to hazardous walking conditions pursuant to Section 1006.23, Florida Statutes.

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



4. The City of Ormond Beach shall coordinate with the Metropolitan Transportation Planning Organization to maximize the funding from the Florida Department of Transportation and other sources that may be devoted to improving pedestrian networks serving schools.

POLICY 1.3.5.

The City of Ormond Beach and the School Board shall coordinate with Volusia County Emergency Services on efforts to build new school facilities, and facility rehabilitation and expansion, to be designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.

OBJECTIVE 1.4. COORDINATE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT ORDERS WITH SCHOOL CAPACITY

Manage the timing of new development to coordinate with adequate school capacity as determined by the Volusia County School District Board.

POLICY 1.4.1.

The City of Ormond Beach shall take into consideration the School Board comments and findings on the availability of adequate school capacity in the evaluation of e Comprehensive p-Plan amendments and other land use decisions, including but not limited to, developments of regional impact. School Board review shall follow the policies and procedures set forth in the interlocal agreement.

POLICY 1.4.2.

Amendments to the future land use map shall be coordinated with the School Board and the Public School Facilities Planning Maps.

POLICY 1.4.3.

Where capacity will not be available to serve students from the property seeking a land use change or other land use determination that increases residential density, the City of Ormond Beach shall not approve the proposed land use change until such time as the School Board can find that adequate public schools can be timely planned and constructed to serve the student population or that the applicant has provided adequate mitigation to offset the inadequacies in anticipated school capacity.



GOAL 2. IMPLEMENT PUBLIC SCHOOL CONCURRENCY

THE CITY OF ORMOND BEACH SHALL ASSURE THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES TO SERVE NEW DEVELOPMENT CONSISTENT WITH THE ADOPTED ~~LEVEL-OF-SERVICE~~ STANDARDS. THIS GOAL WILL BE ACCOMPLISHED RECOGNIZING THE SCHOOL DISTRICT BOARD'S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE A UNIFORM SYSTEM OF FREE AND ADEQUATE PUBLIC SCHOOLS AND THE CITY OF ORMOND BEACH'S AUTHORITY FOR LAND USE, INCLUDING THE AUTHORITY TO APPROVE OR DENY COMPREHENSIVE PLAN AMENDMENTS, RE-ZONINGS OR OTHER DEVELOPMENT ORDERS THAT GENERATE STUDENTS AND IMPACT THE PUBLIC SCHOOL SYSTEM. THE CITY OF ORMOND BEACH SHALL OPERATE AND MAINTAIN IN A TIMELY AND EFFICIENT MANNER, ADEQUATE PUBLIC FACILITIES FOR BOTH EXISTING AND FUTURE POPULATIONS CONSISTENT WITH THE AVAILABLE FINANCIAL RESOURCES.

OBJECTIVE 2.1. LEVEL-OF-SERVICE STANDARDS

The City of Ormond Beach, through coordinated planning with the School ~~District-Board~~ and implementation of its concurrency management system, shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted ~~level-of-service~~ standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

POLICY 2.1.1.

The level-of-service (~~LOS~~) standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

POLICY 2.1.2.

Consistent with the interlocal agreement, the uniform, district-wide, level-of-service standards are set as follows using Florida Inventory of School Houses (FISH) capacity based on the traditional school calendar:

1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area;
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area;
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area;

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



4. High Schools: 120% of permanent FISH capacity for the concurrency service area; and
5. Special Purpose Schools: 100% of permanent FISH capacity.

~~POLICY 2.1.3.~~

The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit for the date noted in the table.

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osceola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1, 2013
New Smyrna Beach Middle	122%	July 1, 2014

(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of the five-year capital improvements program.)

~~POLICY 2.1.4.~~ POLICY 2.1.3.

The following schools shall be considered constrained schools at the designated level-of-service LOS due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

School	<u>LOS Level-of-Service</u>
Burns-Oak Hill Elementary	115%
Coronado Elementary	115%
Samsula Elementary	165%

Source: Volusia County Interlocal Agreement

~~POLICY 2.1.5.~~ POLICY 2.1.4.

The City of Ormond Beach and the School Board recognize and agree that short-term changes in enrollment, unrelated to new development approvals, can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District Board's constitutional obligations regardless of the utilization levels at the assigned school.

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



~~POLICY 2.1.6.~~ POLICY 2.1.5.

If there is a consensus to amend any level-of-service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's Comprehensive Plan. The amended level-of-service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level-of-service standard shall be amended without showing that the amended level-of-service standard is financially feasible and can be achieved and maintained within the facilities five-year work plan. ~~five years of the capital facilities plan.~~

OBJECTIVE 2.2. SCHOOL CONCURRENCY SERVICE AREAS

The City of Ormond Beach shall establish School Concurrency Service Areas as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level-of-service standard. Maps of the School Concurrency Service Areas are adopted in the Volusia County Interlocal Agreement for Public School Facilities Planning.

POLICY 2.2.1.

The concurrency service area for elementary schools shall be the elementary school attendance boundary as represented on the map series "Public School Facilities Element Elementary School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

POLICY 2.2.2.

The concurrency service area for middle schools shall be the middle school attendance boundary as represented on the map series "Public School Facilities Element Middle School Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

POLICY 2.2.3.

The concurrency service area for K-8 schools shall be the attendance boundary as represented on the map series "Public School Facilities Element K-8 Concurrency Service Areas" adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference. ~~(Note: no K-8 schools have been established at this time.)~~

POLICY 2.2.4.

The concurrency service area for high schools shall be as represented on the map series "Public School Facilities Element High School Concurrency Service Areas" adopted as

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.

POLICY 2.2.5.

The concurrency service area for special use schools shall be district wide.

POLICY 2.2.6.

The concurrency service area maps designate three areas where school capacity is not anticipated for the planning period.

POLICY 2.2.7.

Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level-of-service standards shall not exceed the level-of-service standard within the initial five-year planning period.
2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans, proximity to schools, ethnic and socio-economic diversity, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

POLICY 2.2.8.

Within the central concurrency service areas, all current and future students shall be assigned to schools designated for them as part of the School ~~District~~ Board's normal school assignment procedures. Requests for development orders for new development consistent with the future land use designations and existing residential zoning densities shall be evaluated for concurrency based on the assigned school and that school's concurrency service area. If adequate capacity is not available in the assigned concurrency service area, the proposed development shall be evaluated in comparison to the concurrency service areas adjacent to the assigned concurrency service area, subject to the limitations of Policy 2.3.7. of this Element. The School ~~district~~ Board shall maintain a listing of assigned and adjacent concurrency service areas for each central school concurrency service area.

POLICY 2.2.9.

Requests to develop properties within the central school concurrency service areas at residential densities and intensities greater than the current land use or zoning designations shall be done via a ~~e-Comprehensive p-Plan a-Amendment~~ consistent with the Volusia County Charter ~~Section 206~~ regarding school planning. The ~~e-Comprehensive p-Plan a~~

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



Amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and ~~Section 206 of the Volusia County Charter~~ Section 206. If the project area is to be annexed by a municipality, the ~~e-Comprehensive p-Plan a-Amendment~~ shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

OBJECTIVE 2.3. PROCESS FOR SCHOOL CONCURRENCY IMPLEMENTATION

In coordination with the School Board, the City of Ormond Beach will establish a process for implementation of school concurrency which includes applicability and capacity determination, availability standards and school capacity methods. The City of Ormond Beach shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level-of-service standards for public schools.

POLICY 2.3.1.

School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3. of this Element.

POLICY 2.3.2.

Development orders may be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.
2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. of this Element. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School ~~District~~ Board shall determine where the impacts of development shall be allocated based on the School ~~District~~ Board policies for student assignment.
3. The developer executes a legally binding commitment with the School Board and the City of Ormond Beach to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property as provided by Objective 2.4. of this Element and its supporting policies.

POLICY 2.3.3.

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



The following residential development shall be considered exempt from the school concurrency requirements:

1. Single-family lots-of-record existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements.
2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency.
3. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School ~~District~~ Board.
4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years.
5. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

POLICY 2.3.4.

The creation of subdivisions and/or single-family lots equal to or less than ten units shall be subject to school concurrency as part of an annual concurrency management review or provide a letter of exemption from the School Board. The City of Ormond Beach shall report such projects to the School Board as part of the annual planning coordination process established by the interlocal agreement and these units shall be included by the School Board in planning student allocations by school.

POLICY 2.3.5.

The City of Ormond Beach shall continue to implement the school concurrency ordinance (Ord. ~~2-8-3~~ 2008-25), which establishes the application procedures and process for evaluating school capacity and making concurrency determinations consistent with the provisions of the interlocal agreement.

POLICY 2.3.6.

The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



development for each type of school within the affected concurrency service area consistent with the adopted level_of_service. The School Board may issue a certificate of school concurrency if sufficient capacity exists for the proposed development or the School Board may set forth conditions required to satisfy the requirements of school concurrency including proportionate share mitigation.

POLICY 2.3.7.

If the adopted level_of_service standard cannot be met within a particular concurrency service area as applied to an application for development order and if the needed capacity is available in one or more contiguous concurrency service areas, then this capacity shall be applied to the concurrency evaluation of the application for development approval subject to the following limitations:

1. Areas established for diversity at schools shall not be considered contiguous.
2. Concurrency service areas generating excessive transportation costs shall not be considered contiguous. Excessive transportation costs are defined as transporting students, requiring a transport time of fifty minutes one-way as determined by School ~~District~~ Board transportation routing staff.
3. Concurrency service areas shall not be considered contiguous when the concurrency service areas are separated by a natural or man-made barrier such as a river, waterbody or interstate highway that requires indirect transport of students through a third concurrency service area. (~~Refer to graphic examples.~~)
4. When capacity in an adjacent concurrency service area is allocated to a development application, assignment of the students to the school with available capacity may be accomplished by applying any of the techniques used to establish school attendance zones, including modification of existing attendance zone boundaries or creation of island zones.
5. Student transportation not in conformance with the conditions established in Items 1 through 4 above shall be permitted to allow student assignments based on specific educational programming options; to comply with State and Federal mandatory transfer opportunities; or for other transfer opportunities that the School Board shall deem appropriate for the specific circumstances of an individual student.

POLICY 2.3.8.

If the adopted level of service cannot be met within a particular concurrency service area the School Board may apply one or more of the following techniques to maximize use of available capacity and provide for adequate numbers of student stations to meet current and future demand:

1. Construct new school facilities;
2. Construct additions to current facilities;



3. Adjust program assignments to schools with available capacity;
4. Modify attendance boundaries to assign students to schools with available capacity;
5. Eliminate variances to overcrowded facilities that are not otherwise restricted by State or Federal requirements.

OBJECTIVE 2.4. PROPORTIONATE SHARE MITIGATION

The City of Ormond Beach shall provide for mitigation alternatives that are financially feasible and will achieve and maintain the adopted level-of-service standard consistent with the School Board's adopted financially feasible work program.

POLICY 2.4.1.

In the event that sufficient school capacity is not available in the affected concurrency service area, the developer shall have the option to propose proportionate share mitigation to address the impacts of the proposed development.

POLICY 2.4.2.

Mitigation shall be directed toward a permanent capacity improvement identified in the School Board's financially feasible work program, which satisfies the demands created by the proposed development consistent with the adopted level-of-service standards.

POLICY 2.4.3.

Mitigation shall be directed to projects on the School Board's financially feasible work program that the School Board agrees will satisfy the demand created by the proposed development approval and shall be assured by a legally binding development agreement between the School Board, the City of Ormond Beach, and the applicant which shall be executed prior to the City of Ormond Beach issuance of the subdivision or site plan approval. If the School Board agrees to the mitigation, the School Board shall commit in the agreement to placing the improvement required for mitigation in its work plan.

POLICY 2.4.4.

The applicant's total proportionate share obligation shall be based on multiplying the number of needed student stations generated from the proposed project times the School Board's current cost per student station plus land cost for each type of school. The applicant's proportionate share mitigation obligation shall be credited toward any impact fee or exaction fee imposed by local ordinance for the same need on a dollar for dollar basis. (For example, if the proportionate share mitigation provides only for land, the credit is applied only against that portion of the impact fee or other exaction devoted to land costs.)

PUBLIC SCHOOL FACILITIES ELEMENT

GOALS, OBJECTIVES AND POLICIES



POLICY 2.4.5.

The student generation rates used to determine the impact of a particular development shall be the student generation rates adopted in the most recent school impact fee study.

POLICY 2.4.6.

The cost per student station shall be the most recent actual costs per student station, and capitalization costs if applicable, paid by the School Board for the equivalent school facility.

POLICY 2.4.7.

Mitigation options must consider the School Board's educational delivery methods and requirements and the State Requirements for Educational Facilities and may include, but not be limited to, the following:

1. Donation of buildings for use as a primary or alternative learning facility;
2. Renovation of existing buildings for use as learning facilities;
3. Funding dedicated to, or construction of, permanent student stations or core capacity;
4. For schools contained in the School Board's adopted five-year capital facilities work program, upon agreement with the School Board, the applicant may build the school in advance of the time set forth in the five-year work program;
5. Dedication of a school site as approved by the School Board;
6. Up front lump sum payment of school impact fees;
7. Up-front payment of interest and other costs of borrowing;
8. Payment of off-site infrastructure expenses including but not limited to roads, water, and/or sewer improvements;
9. Payment of transportation costs associated with the movement of students as a result of overcapacity school;
10. Funding assistance with acquisition of school site;
11. Phasing of construction or delay of construction in order to timely plan for the availability of school capacity;
12. Establishment of an educational facilities benefit district;
13. Establishment of educational facilities mitigation banks.



OBJECTIVE 2.5. CAPITAL FACILITIES PLANNING

The City of Ormond Beach shall ensure existing deficiencies and future needs are addressed consistent with the adopted level-of-service standards for schools.

POLICY 2.5.1.

In accordance with the adopted interlocal agreement, the City of Ormond Beach shall collaborate with the School Board in locating required school sites as identified in the School Board's five, ten and twenty-year capital facilities plan.

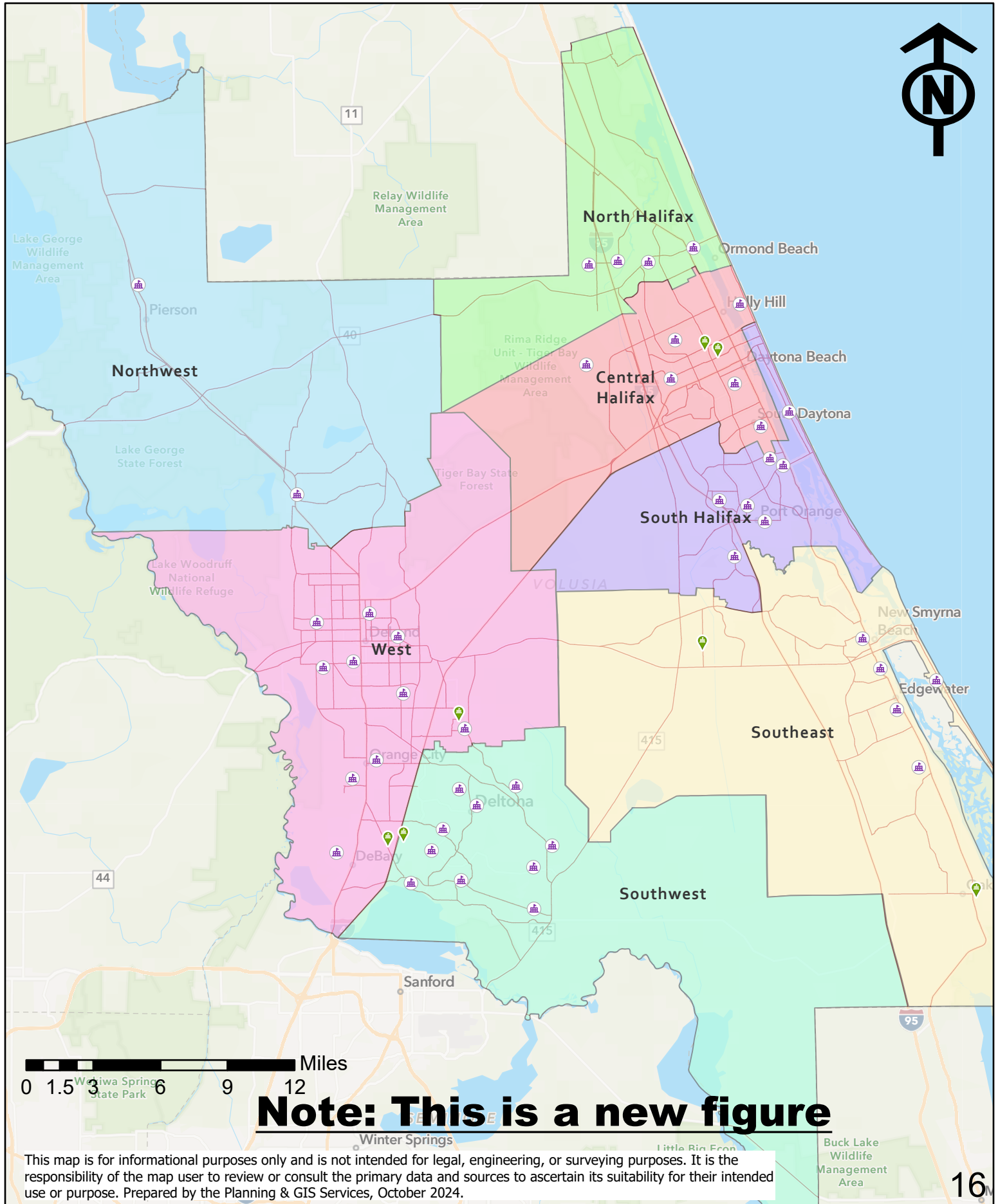
POLICY 2.5.2.

The City of Ormond Beach shall ensure that future development pays a proportionate share of the costs of capital facilities capacity needed to accommodate new development and to assist in maintaining the adopted level-of-service standards via impact fees and other legally available and appropriate methods.

POLICY 2.5.3.

The City of Ormond Beach adopts by reference the School Board's five-year work program approved annually each September as part of the overall School ~~District~~ Board budget. The City of Ormond Beach shall review the annual work program to verify that it is financially feasible and will maintain the level-of-service standards by the end of the five-year period.

SCHOOL PLANNING AREAS



NEW PAGE ADDED



PROPERTY RIGHTS ELEMENT





TABLE OF CONTENTS

GOAL 1. PRIVATE PROPERTY RIGHTS.....2
OBJECTIVE 1.1. PRIVATE PROPERTY RIGHTS AND DECISION-MAKING2

PROPERTY RIGHTS ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 1. PRIVATE PROPERTY RIGHTS

TO RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.

OBJECTIVE 1.1. PRIVATE PROPERTY RIGHTS AND DECISION-MAKING

The following policies are to ensure that private property rights shall be considered in local decision-making.

POLICY 1.1.1.

The City will consider in its decision-making, the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

POLICY 1.1.2.

The City will consider in its decision-making, the right of the property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any person, subject to state law and local ordinances.

POLICY 1.1.3.

The City will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

POLICY 1.1.4.

The City will consider in its decision-making the right of the property owner to dispose of his or her property through sale or gift.



PLANNING BOARD STAFF REPORT

Comprehensive Plan 2045 Update,
Evaluation and Appraisal Report **Re-adoption**
Project Number: PZ-2024-084

New text highlighted from the March 13th report

PLANNING BOARD DATE:	November 13, 2025
TENTATIVE CITY COMMISSION DATES:	December 2, 2025 (first reading) December 16, 2025 (second reading)
APPLICANT:	Administrative
REQUEST:	An administrative request for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. There are Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights. These amendments were adopted with Ormond Beach ordinance 2025-17 and are being readopted in response to comments from FloridaCommerce.
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director Noel Eaton, Senior Planner Sarah Motes, Senior Planner

SECTION 1, INTRODUCTION:

This is an administrative request for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. There are Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights. These amendments were adopted with Ormond Beach ordinance 2025-17 and will need to be rescinded and readopted in response to comments from FloridaCommerce. The changes from the adopted ordinance 2025-17 are:

1. Policy 1.6.4. of the Transportation Element – deleted subsection (d).

2. Policy 1.1.9. of the Housing Element – delete and renumber, as necessary.

On October 17, 2025, FloridaCommerce identified Policy 1.6.4. of the Transportation Element, as more restrictive and burdensome, and Policy 1.1.9 of the Housing Element, as potentially more restrictive and burdensome, and provided a letter stating that the City of Ormond Beach Comprehensive Plan amendments were "null and void". This review was conducted after the Ormond Beach adoption, based on Senate Bill 180. The staff report, data, analysis, and exhibits are the same as previously adopted, except for the two policies identified by FloridaCommerce. Modified text within this staff report is highlighted. This item intends rescind ordinance 2025-17 and readopt the Comprehensive Plan amendments, addressing the FloridaCommerce's two comments that caused the Comprehensive Plan amendments to be deemed null and void.

SECTION 2, BACKGROUND:

Section 163.3191 of the Florida Statutes states,

“At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination. The notification must include a separate affidavit, signed by the chair of the governing body of the county or the mayor of the municipality, attesting that all elements of its comprehensive plan comply with this subsection. The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided in s. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period.”

Ormond Beach last conducted an Evaluation and Appraisal Report in 2010. The purpose of the Evaluation and Appraisal Report analysis is to:

1. Ensure compliance with State Statutes;
2. Identify areas within the plan that need updates; and
3. Incorporate changing conditions of a city into the plan.

A Comprehensive Plan has the following characteristics:

1. A state-required policy plan designed to guide the future growth and public infrastructure investment within Ormond Beach;
2. Living and evolving documents written for a long-term outlook, typically 20 years;
3. The plan provides Goals, Objectives, and Policies that direct where development, redevelopment, and preservation within the city should occur, as well as public capital investments; and
4. A vision and blueprint as to what a city desires to become in the future.

Ordinance 2025-17 was transmitted to Volusia County Growth Management Commission and state agencies, and the following actions occurred:

1. On May 27, 2025, the Volusia Growth Management Commission issued a Certificate of Consistency with no objections from any other governmental entity.
2. On June 23, 2025, the city received the FloridaCommerce review letter. The review letter noted one comment (not an objection) from the Department of Environmental Protection regarding the conversion of a septic system to central sanitary sewer service. During the review process, St. Johns River Water Management District staff requested that Policy 5.1.19 of the Utilities Element not be deleted.
3. On August 19, 2025, ordinance 2025-17 was adopted by the City Commission. Within the adoption packet was a summary of the amendments, including how staff addressed the Department of Environmental Protection's comment and the St. Johns River Water Management District's request.
4. On September 2, 2025, FloridaCommerce provided a letter stating that the amendment package appears to be complete and that a Notice of Intent was due on October 17, 2025.
5. On October 17, 2025, FloridaCommerce issued the null and void letter identifying Policy 1.6.4. of the Transportation Element was more restrictive and burdensome based off Senate Bill 180 and Policy 1.1.9. of the Housing Element as potentially more restrictive and burdensome based on Senate Bill 180.

The Comprehensive Plan 2045 amendments were adopted with Ormond Beach ordinance 2025-17. The purpose of this item is to rescind ordinance 2025-17 and readopt the amendments based upon comments from FloridaCommerce. The changes from the adopted ordinance 2025-17 are:

1. Policy 1.6.4. of the Transportation Element – delete subsection (d).
2. Policy 1.1.9. of the Housing Element – delete policy 1.1.9. and renumber, as necessary.

Transportation Element

POLICY 1.6.4.

~~Where d Development proposals that are consistent with the City's Future Land Use Map (FLUM) in terms of both land use type and density or intensity and located along the Multi-Modal Corridors where current and projected 2017 level-of-service standards are currently met, shall implement the following strategies will be implemented:~~

- a) Access management;
- b) Bike facilities; and
- c) Sidewalk connectivity.

This subsection is proposed to be deleted

~~d) On or off site transit facility improvements as recommended by Votran.~~

Housing Element

Policy 1.1.9. of ordinance 2025-17 is proposed to be deleted in its entirety and the other policies will be renumbered as necessary:

POLICY 1.1.9.

~~The city shall maintain and consistently review the permitting process that facilitates the private sector housing production.~~

POLICY 1.1.9.

Mobile and manufactured housing shall be permitted within the Land Development Code through the zoning regulations.

POLICY 1.1.10.

The Land Development Code shall continue to allow accessory dwelling units within single-family zoning classifications.

POLICY 1.1.11.

The city shall establish partnerships with private and public non-profit groups, private developers, and other affordable housing providers.

POLICY 1.1.12.

Assisted living facilities shall be allowed in commercial and residential zoning districts within the Land Development Code.

SECTION 3, COMPREHENSIVE PLAN 2045 UPDATE PROCESS:

The Comprehensive Plan 2045 update is divided into four phases as follows:

1. Introduction: The introduction phase included the following:
 - Creation of a project webpage, <https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update>;
 - Development and advertising of a community survey;
 - August 8, 2024, Planning Board discussion item;
 - August 20, 2024, City Commission disposition item; and
 - August 26, 2024, Community Engagement Meeting. This meeting included twelve stations detailing the individual elements and an input board. There were 75 attendees at this meeting.
2. Element Review and Analysis: This phase included a review of each Element in a matrix format as well as a summary of the development trends from 2010 to 2024. The Planning Board was utilized as an entity to review changes, and other advisory Boards were presented Elements that pertained to their Board's purpose. The Comprehensive Plan 2045 update was reviewed at the following advisory board meetings:

- Leisure Services Advisory Board, September 11, 2024;
- Planning Board, September 12, 2024;
- Historic Landmark Preservation Board, September 16, 2024;
- Planning Board, October 29, 2024;
- Planning Board, November 11, 2024;
- Quality of Life Advisory Board, December 5, 2024;
- Planning Board, December 12, 2024;
- Historic Landmark Preservation Board, December 16, 2024; and
- Leisure Services Advisory Board, February 12, 2025.

All review information was posted to the project webpage. In addition to the Board review, City staff received 373 questions regarding the Comprehensive Plan update which were answered, and interdepartmental discussions occurred to review these answers. The questions were also posted to the project webpage.

3. Plan Amendments: This phase included the ~~strike through~~ (deleted text) and underline (added text) for each Element. The following meetings have or are scheduled to occur:

- + January 16, 2025, Community Engagement Meeting;
- + February 4, 2025, City Commission Workshop;
- + February 13, 2025, Planning Board discussion;
- + March 13, 2025, Planning Board public hearing;
- + April 15, 2025, City Commission public hearing (transmittal); and
- + August 19, 2025, City Commission adoption of ordinance 2025-17.

4. Transmittal to state agencies and local governments and adoption: If the Comprehensive Plan amendments for transmittal at first reading, the following actions would occur:

- ❖ State agencies – Planning staff would transmit the proposed amendments to the appropriate state agencies;
- ❖ Volusia Growth Management Commission – within Volusia County, amendments to the Comprehensive Plan are provided to abutting jurisdictions and the Volusia Growth Management Commission for review and provision of comments;
- ❖ City Commission, second reading (date to be determined) – before scheduling the item for a second reading, city staff would seek to resolve any outstanding comments from the state review or Volusia Growth Management Commission review. The second reading would be the city's final action.
- ❖ FloridaCommerce – the adopted ordinance must be sent to the FloridaCommerce for state acceptance.

The revised ordinance would be transmitted to FloridaCommerce after rescinding ordinance 2025-17 and the readoption of the amendments by the City Commission.

SECTION 4, DATA AND ANALYSIS:

Separate of the Element amendments, the following Attachments are provided as data and analysis to the Comprehensive Plan amendments:

Element summaries: These are one-page summaries of each Element that include a summary sentence of the Element, Board review dates, and key updates.

Review matrix: Each Element has a matrix of the proposed changes, any applicable state statute reference, and an explanation of the proposed changes.

PowerPoint summary: A PowerPoint summary has been used throughout the update process.

Population projections: Population projections are required as part of the update. The 1990 Comprehensive Plan projected a 2010 population of **56,250**. In 2000, the population projection was **51,079** for the year 2025. As part of the population update staff reviewed the following:

1. Population growth: The total percentage change from the 2010 census is 17.83%, or an average yearly growth rate of 1.27%.
2. Development entitlements. There are 6,211 residential units that are within the development process.
3. General growth rate. A general growth rate of 0.5% to include general population shifts and residential development projects not including residential units in the current development process.
4. Volusia County population growth. In 2020, Ormond Beach's population was 7.78% of Volusia County's population. In 2045, Ormond Beach is expected to be approximately 9.14% of the Volusia County total population.

The population projection is as follows:

Exhibit 1: Population Projections

Year	Population Projection
2025	46,255
2030	50,773
2035	55,238
2040	58,986
2045	63,542

Development Activity: The update process includes summaries of development activity. Key highlights include:

- Annexation: There were 68 properties annexed since 2010, totaling 1,682.71 acres with 66% of all annexation occurring in the North US 1 corridor.
- Development projects: A list of projects is provided below:

Exhibit 2: Development Activity

Type of Use	2010-2019, Number of Projects	2010-2019 Square Feet or Units	2020-2024, Number of Projects	2020-2024 Square Feet or Units
Commercial	38	217,725	15	98,850
House of Worship	2	72,585	0	NA
Industrial	15	353,408	16	567,982
Infrastructure, commercial	1	NA	1	NA
Institutional	11	62,240	8	145,380
Multi-Family	3	212 units	0	NA
Office	8	179,230	3	20,348
Parking/ RV & Boat Storage	6	NA	1	NA
Residential (single-family/townhouses - platted and manufactured homes)	5	455 units	16	1,716 units
Telecommunication Towers	2	NA	0	NA
Transient Lodging	1	124 units	1	125 units

- Comprehensive Plan amendments:
 - 2010-2019, 55 land use map amendments to the Comprehensive Plan.
 - 2010-2019, 15 text amendments to the Comprehensive Plan.
 - 2010-2019, 23 land use map amendments within the North US 1 corridor.
 - 2020-2024, 16 land use map amendments to the Comprehensive Plan.
 - 2020-2024, 10 text amendments to the Comprehensive Plan.
- Multi-family development: There have been three multi-family development constructed from 2010 to 2024 totaling 212 units.
- Platting: Subdivision construction requires platting (preliminary and final plats). Platted lots by decade are provided below:

Exhibit 3: Platted Lots by Decade

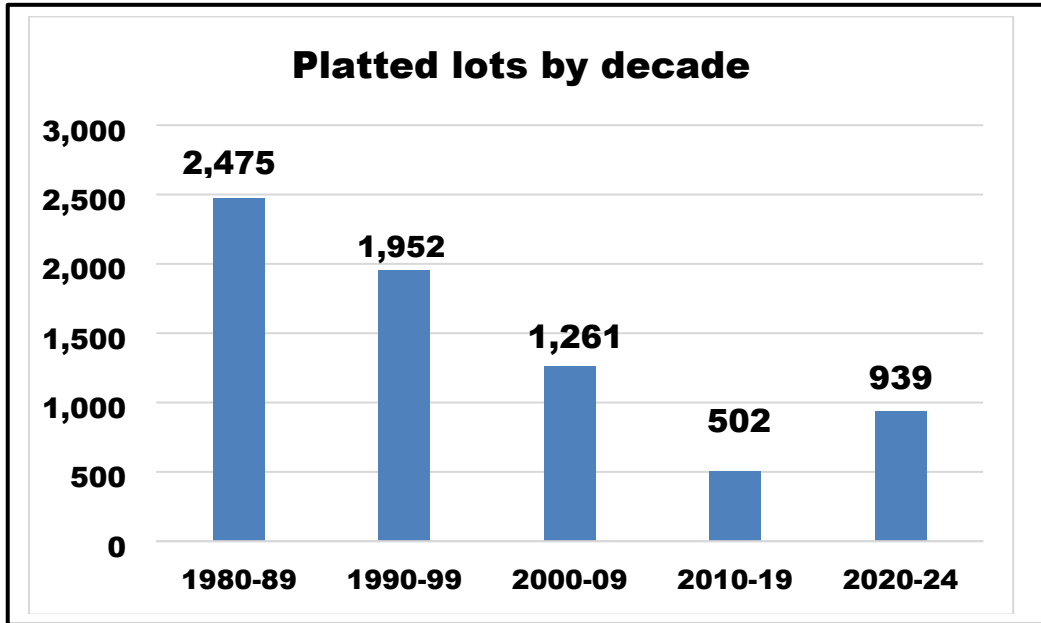
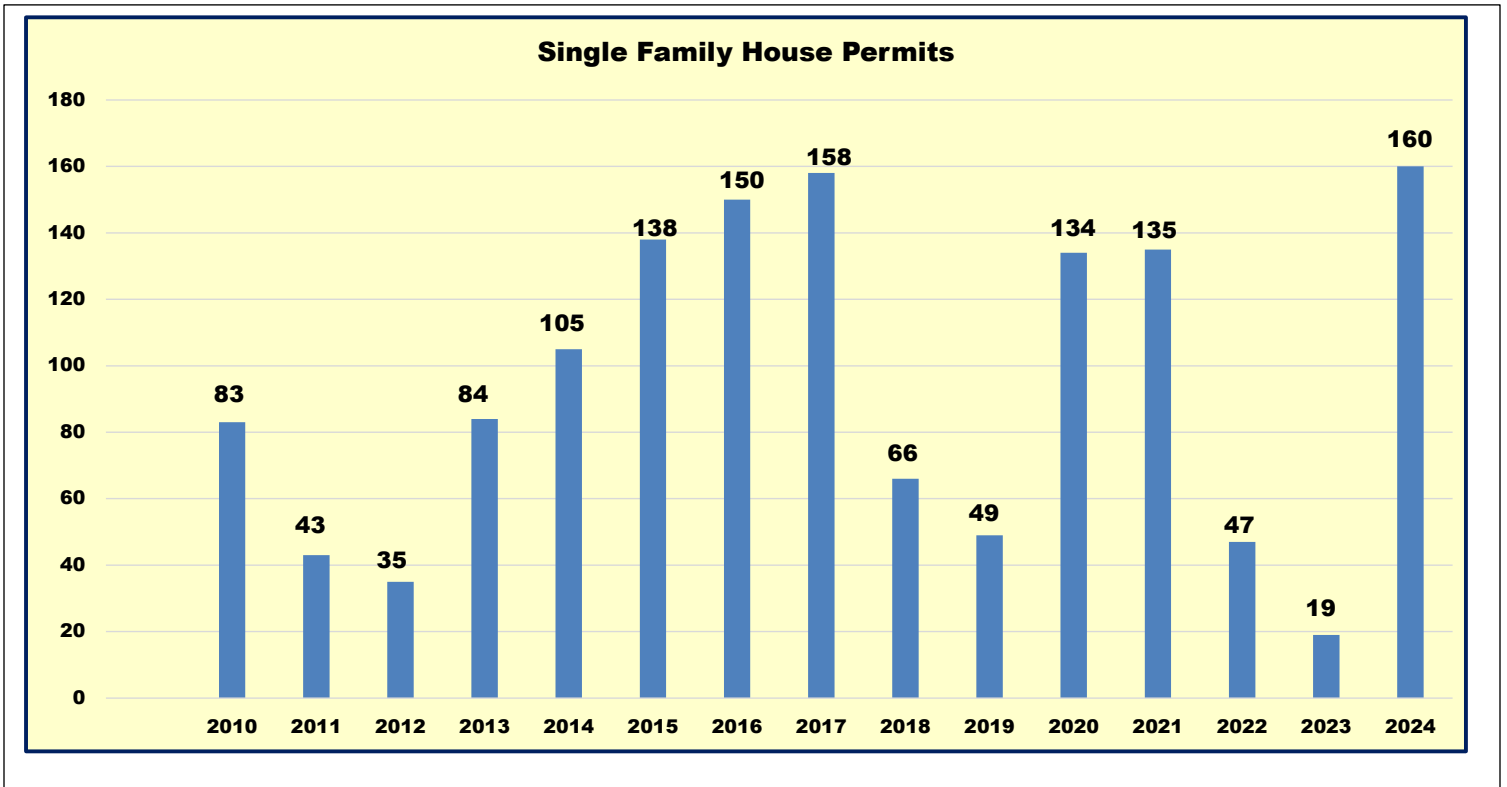


Exhibit 4: Single-Family House Permits (by calendar year)



Housing analysis: Attachment 7 contains data and inventory of existing housing and future trends influencing housing provisions within Ormond Beach. This data and analysis information was sourced from the United States Census Bureau, the American Community Survey (ACS), and the Shimberg Center Florida Housing Data Clearinghouse. Key information includes:

Exhibit 5: Dwelling Units by Structure

Housing Units by Type	Ormond Beach Units	Percent	Volusia County Units	Percent
Single-Family Detached	13,863	65%	177,760	65%
Single-Family Attached	1,197	6%	10,631	4%
Duplex	341	2%	5,404	2%
Multi-family	3,751	18%	56,696	21%
Mobile Homes	2,143	10%	23,084	8%
Total	21,295	100%	273,835	100%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Exhibit 6: Dwelling Units by Age of Construction

Year Structured was Built	Ormond Beach Units	Percent	Volusia County Units	Percent
Built 2020 or later	82	0.39%	2,667	0.97%
Built 2010 to 2019	1,050	4.93%	17,502	6.39%
Built 2000 to 2009	3,086	14.49%	46,202	16.87%
Built 1990 to 1999	4,004	18.80%	40,770	14.89%
Built 1980 to 1989	4,495	21.11%	66,174	24.17%
Built 1970 to 1979	4,745	22.28%	48,944	17.87%
Built 1960 to 1969	1,650	7.75%	20,309	7.42%
Built 1950 to 1959	1,583	7.43%	20,255	7.40%
Built 1940 to 1949	303	1.42%	4,870	1.78%
Built 1939 or earlier	297	1.39%	6,142	2.24%
Totals	21,295	100.00%	273,835	100.00%

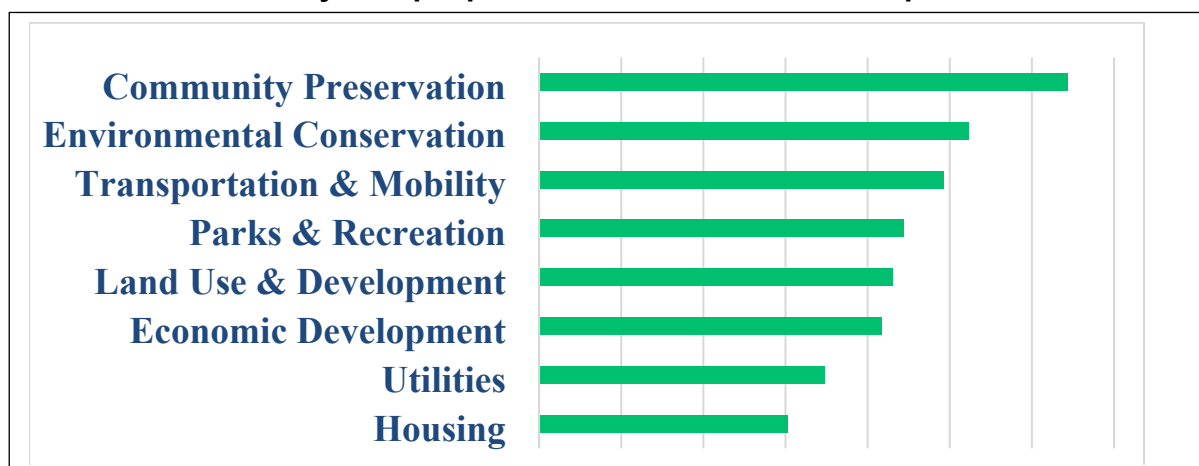
Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Public Input, Survey and Community Meeting Input: Attachment 8 contains information gathered as part of the Community Engagement Meeting (comments cards, input sheets, and Element notes) and the survey information (summarized and survey responses). Key input from the survey includes:

- ✓ What is one place, location or image that comes to mind when you think of Ormond Beach? Exhibit 7 below is a word cloud created based on citizen response.

[illegible]

- ### Exhibit 8: Table summary of top 2 priorities based on citizen responses



Meeting minutes, February City Commission workshop and Planning Board: Attachment 9 contains key meeting minutes and summaries provided as follows:

- ✚ January 16, 2025, Community Engagement Meeting summary;
- ✚ February 4, 2025, City Commission workshop; and
- ✚ February 13, 2025, Planning Board discussion item.

SECTION 5, ELEMENT KEY UPDATES:

City staff have reviewed each Element and recommended changes. Key Element updates include:

Plan Administration:

- Updated state statute references.
- Added acronyms.
- Added definitions.

Future Land Use:

- Deletion of the Heavy Industrial land use category.
- Updated Policies based on input from staff of Florida Inland Navigation District. (Policies 5.1.7-5.1.10.)
- Updated text in Goal 8 – Downtown Community Redevelopment Area.
- Provided summary of development (2010-2024).
- Updated tables and maps.
- Updated population projections.

Transportation:

- Deleted Policy that sought to replace Volusia County road impact fee. (Policy 1.5.4.)
- Combined Multi-Modal policies. (Policies 1.6.4. – 1.6.7.). Based upon the FloridaCommerce October 17, 2025 “null and void” letter, subsection (d) of Policy 1.6.4. is proposed to be deleted.
- Deleted Policies regarding redevelopment plans as part US 1 and South Atlantic Avenue. (Policies 1.6.8., 1.6.9., and 1.6.13.)
- Added “Complete Street” Policy. (Policy 1.7.10.)
- Updated Ormond Crossings text, removing completed items. (Goal 5)
- Updated Future Traffic Circulation Map.

Utilities:

- Updated Solid Waste text. (Goal 3., Policies 3.3.3., 3.3.6., and 5.1.9.)
- Amended impact fees to connection fees per impact fee study. Deleted Policy on differential impact fee. (Objective 1.1.)
- Modified text per Water Supply Work Plan. (Policies 1.2.5., 1.2.6., 1.7.2., and 5.2.3.)
- Based off the St. Johns River Water Management District review, Policy 5.1.19. (becomes 5.1.18) is to be maintained. This Policy was within ordinance 2025-17.
- Based off the Florida Department of Environmental Protection, Policies 1.4.7. and 1.4.8. have been created regarding connection to central sewer systems. These Policies were within ordinance 2025-17.

Conservation:

- Amended text regarding air quality. (Objective 8.2. and Policy 8.2.4.)
- Reorganization of Goal to increase coordination with Volusia County on Hazardous Waste management. (Goal 10.)
- Deleted certain Policies. {Policy 3.1.3. (Interconnections), Policy 6.1.17. (Volusia Council of Governments), Policy 6.1.23. (Management plans for specific endangered species), and Policy 8.1.3.}
- Added Water Supply Policies. (Policies 1.2.7. and 5.3.8.)

Coastal Management:

- Deleted build back policy and emergency procedure policies. (Policies 5.5.4., and 5.5.7. – 5.5.11.)
- Added new policy referencing adaptation strategies for planning and design. (Policy 6.7.10.)
- Added language for consistency with State Statutes. (Policy 1.7.1.)
- Updated Coastal High Hazard Area and Storm Surge maps.

Housing:

- Data and analysis summary performed.
- Re-organized Element to include:
 - Objective 1.1. Housing Supply
 - Objective 1.2. Substandard Housing
 - Objective 1.3. Attainable Housing
 - Objective 1.4. Group Homes and Foster Care Facilities
 - Objective 1.5. Displacement
 - Objective 1.6. Historically Significant Housing

➤ Objective 1.7. Green Building and Sustainable Development

Based upon the FloridaCommerce October 17, 2025 “null and void” letter, Policy 1.1.9. of the Housing Element is proposed to be deleted because it was identified as potentially more restrictive and burdensome.

Recreation and Open Space (proposed Parks and Recreation):

- Changed Recreation and Open Space Element to the Parks and Recreation Element. (Element wide)
- Changed Leisure Services Department name to Parks and Recreation Department per City Commission directive.
- Updated Americans with Disabilities Act policies consistent with master plan recommendations. (Policies 1.9.1., 1.9.2., 1.9.3., 1.9.4., and 1.9.5.)
- Deleted accomplished Policies. (Policy 1.2.3. – Environmental Discovery Center and Policy 1.14.1. - 17 acres from Ormond Crossings)
- Added Master Park/Recreation and Facilities, Ormond Scenic Loop and Trail maps. (Figures 1 and 2)

Capital Improvements Element:

- Schedule of Capital Improvements linked to Capital Improvements Program.
- Updated Coastal High Hazard Area Policies. (Objective 1.2., Policies 1.2.4. and 1.2.5.)
- Updated Level-of-Service standards (water, sanitary sewer, and solid waste). (Policy 1.3.2.)
- Changed term for impact fee for water and sewer, to connection fees, and updated policies. (Objective 1.4., Policies 1.4.2. and 1.4.3.)

Intergovernmental Coordination:

- Deleted Policy conditioning development approvals on outside agency permits. (Policies 1.1.2. and 1.2.12.)
- Updated Interlocal Service Boundary Agreement (ISBA) Policy. (Policies 1.11.6. and 1.11.8.)
- Deleted Housing related Policies. (Policies 1.6.2. and 1.6.4.)
- Deleted two school related Policies. (Policies 2.1.3. and 2.1.6.)

Cultural and Historical Resources:

- Updated Art in Public Places. (Policy 1.2.7.)
- Modified Senior Programs and Facilities Objective and Policies. (Objective 1.4., Policy 1.4.1., 1.4.2., and 1.4.3.)
- Historic Overlay Districts shall be maintained and considered, with the support of property owners, to protect significant historic areas. (Objective 2.1. and Policy 2.1.5.)

- Deleted accomplished Policy. (Policy 1.2.1. – Rockefeller Gardens restoration)
- Updated Element title and associated language to Cultural and Historical Resources Element. (Element wide)

Public School Facilities:

- No substantial changes
- Based on 2007 Interlocal Agreement between Volusia County, Cities, and School Board
- Updated Figure 1 – School Planning Areas Map

Property Rights:

- No text changes.

SECTION 6, REVIEW CRITERIA

Existing Policy 2.5.2. of the Future Land Use Element provides criteria for reviewing Comprehensive Plan amendments. These criteria are discussed below:

1. Consistency with the Goals, Objectives, and Policies of this Plan.

The purpose of the update is to review all the Elements and determine if individual Goals, Objectives, and Policies should be updated, deleted, or new Goals, Objectives, and Policies added. The review matrix details the changes. City staff focused on formatting, spelling out acronyms, and ensuring the Goals, Objectives and Policies were relevant.

2. Consistency with state requirements, including 9J-5 and Florida Statute requirements.

The amendments are consistent with applicable Florida Statute requirements, particularly Section 163.3191 and 163.3177. The amendments include population projections and housing analysis.

3. If the amendment is a map amendment, is the proposed change an appropriate use of land.

There is no land use map amendment as part of the Comprehensive Plan 2045 update.

4. If the amendment is a map amendment, the impacts on the Level-of-Service of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities.

There is no land use map amendment as part of the Comprehensive Plan 2045 update.

5. If the amendment is a map amendment, impacts to surrounding jurisdictions.

There is no land use map amendment as part of the Comprehensive Plan 2045 update.

SECTION 7, RECOMMENDATION

Based upon comments dated October 17, 2025 from Florida Commerce, it is necessary to rescind ordinance 2025-17 and readopt the Comprehensive Plan amendments. There are two changes from ordinance 2025-17:

1. Policy 1.6.4. of the Transportation Element, subsection (d) has been deleted:

~~d) On or off site transit facility improvements as recommended by Votran.~~

2. Policy 1.1.9 of the Housing Element has been deleted:

~~POLICY 1.1.9.~~

~~The city shall maintain and consistently review the permitting process that facilitates the private sector housing production.~~

All other text from ordinance 2015-17 remain unchanged. The data and analysis for the Comprehensive Plan amendments also remains the same.

It is recommended that the Planning Board (1) rescind ordinance 2025-17 and (2) **APPROVE** the proposed Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights.

Attachments:

- Attachment 1: Element amendments (to become Exhibit A of ordinance)
- Attachment 2: Element summaries
- Attachment 3: PowerPoint summary
- Attachment 4: Review matrix
- Attachment 5: Population projections
- Attachment 6: Development Activity
- Attachment 7: Housing analysis
- Attachment 8: Public Input, Survey and Community Meeting Input
- Attachment 9: Meeting minutes, February City Commission workshop and Planning Board
- Attachment 10: VGMC Consistency letter and FloridaCommerce letters

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



DATA AND ANALYSIS

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 2: ELEMENT SUMMARIES



PLAN ADMINISTRATION

This Chapter provides for the administration of the Comprehensive Plan, including plan interpretation, appeals, and amendments.



Board Review Date:

Planning Board: 9/12/2024

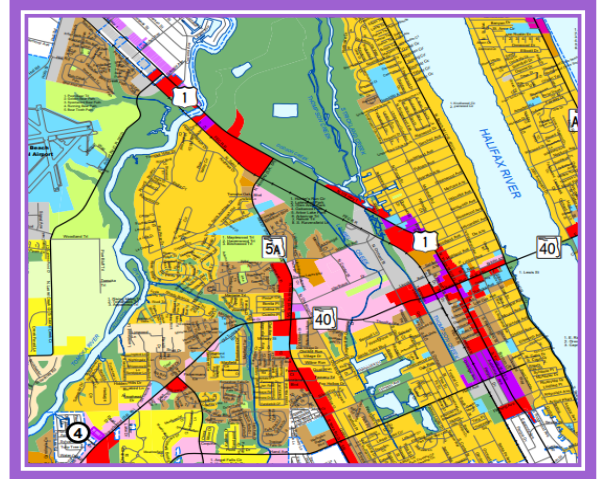
KEY UPDATES OF THE ELEMENT

- Updated state statute references.
- Added acronyms.
- Added definitions.



FUTURE LAND USE ELEMENT

This Element focuses on the management of growth that is consistent with sound social, economic, fiscal, and environmental principals.



Board Review Date:

Planning Board: 9/12/2024

KEY UPDATES OF THE ELEMENT

- Deletion of the Heavy Industrial land use category.
- Updated Policies based on input from staff of Florida Inland Navigation District. (Policies 5.1.7-5.1.10.)
- Updated text in Goal 8 – Downtown Community Redevelopment Area.
- Provided summary of development (2010-2024).
- Updated tables and maps.
- Updated population projections.



TRANSPORTATION ELEMENT

This Element focuses on long range transportation planning that considers the physical environment when making roadway decisions while also encouraging multi-modal alternatives.



Board Review Date:

Planning Board: 11/14/2024

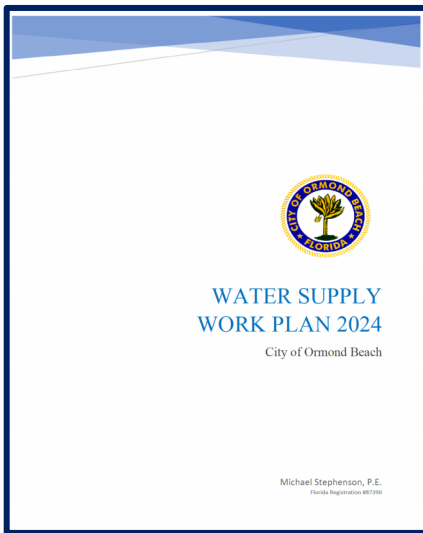
KEY UPDATES OF THE ELEMENT

- Deleted Policy that sought to replace Volusia County road impact fee. (Policy 1.5.4.)
- Combined Multi-Modal policies. (Policies 1.6.4. – 1.6.7.)
- Deleted Policies regarding redevelopment plans as part US 1 and South Atlantic Avenue. (Policies 1.6.8., 1.6.9., and 1.6.13.)
- Added “Complete Street” Policy. (Policy 1.7.10.)
- Updated Ormond Crossings text, removing completed items. (Goal 5)
- Updated Future Traffic Circulation Map.

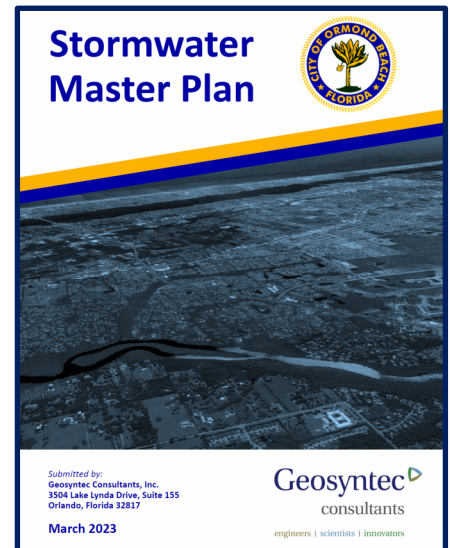


UTILITIES ELEMENT

This Element focuses on providing and maintaining potable water, sewer, re-claim water, and stormwater service in accordance with adopted level-of-services.



**Board Review
Date:**
Planning Board:
11/14/2024



KEY UPDATES OF THE ELEMENT

- **Updated Solid Waste text.** (Goal 3., Policies 3.3.3., 3.3.6., and 5.1.9.)
- **Amended impact fees to connection fees per impact fee study. Deleted Policy on differential impact fee.** (Objective 1.1.)
- **Modified text per Water Supply Work Plan.** (Policies 1.2.5., 1.2.6., 1.7.2., and 5.2.3.)



CONSERVATION ELEMENT

This Element focuses on preserving, protecting and enhancing natural resources and environmental diversity.



Board Review Date:

Planning Board: 10/29/2024

KEY UPDATES OF THE ELEMENT

- **Amended text regarding air quality.** (Objective 8.2. and Policy 8.2.4.)
- **Reorganization of Goal to increase coordination with Volusia County on Hazardous Waste management.** (Goal 10.)
- **Deleted certain Policies.** (Policy 3.1.3. (Interconnections), Policy 6.1.17. (Volusia Council of Governments), Policy 6.1.23. (Management plans for specific endangered species), and Policy 8.1.3.)
- **Added Water Supply Policies.** (Policies 1.2.7., 5.3.8.)



COASTAL MANAGEMENT ELEMENT

This Element focuses on identifying vulnerable areas and planning and implementing strategies for preserving, protecting, developing, and where possible, restoring or enhancing, the natural resources of the city in defense against flooding and erosion.



Board Review Date:

Planning Board: 11/14/2024

KEY UPDATES OF THE ELEMENT

- Deleted build back policy and emergency procedure policies. (Policies 5.5.4., and 5.5.7. – 5.5.11.)
- Added new policy referencing adaptation strategies for planning and design. (Policy 6.7.10.)
- Added language for consistency with State Statutes (Policy 1.7.1.)
- Updated Coastal High Hazard Area and Storm Surge map.



HOUSING ELEMENT

This Element focuses on housing availability and ensuring adequate levels-of-service are met for future housing development.



Board Review Date:

Planning Board: 12/12/2024

KEY UPDATES OF THE ELEMENT

- Data and analysis summary performed.
- Re-organized Element to include:
 - Objective 1.1. Housing Supply
 - Objective 1.2. Substandard Housing
 - Objective 1.3. Attainable Housing
 - Objective 1.4. Group Homes and Foster Care Facilities
 - Objective 1.5. Displacement
 - Objective 1.6. Historically Significant Housing
 - Objective 1.7. Green Building and Sustainable Development



PARKS AND RECREATION ELEMENT

This Element focuses on providing and maintaining recreation areas, facilities and activities, and access to them.

Board Review Dates:

Leisure Services Advisory Board: 09/11/2024

Planning Board: 10/29/2024

Quality of Life Advisory Board: 12/05/2024



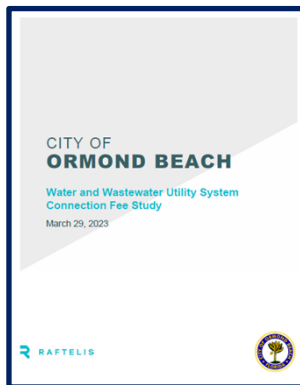
KEY UPDATES OF THE ELEMENT

- **Changed Recreation and Open Space Element to the Parks and Recreation Element.** (Element wide)
- **Updated Americans with Disabilities Act policies consistent with master plan recommendations.** (Policies 1.9.1., 1.9.2., 1.9.3., 1.9.4., and 1.9.5.)
- **Deleted accomplished Policies.** (Policy 1.2.3. – Environmental Discovery Center and Policy 1.14.1. - 17 acres from Ormond Crossings)
- **Added Parks and Recreation, Ormond Scenic Loop and Trail maps.** (Figures 1 and 2)



CAPITAL IMPROVEMENTS ELEMENT

This Element focuses on planning for and implementing capital improvements in accordance with adopted levels-of-service.



Board Review Date:
Planning Board: 12/12/2024

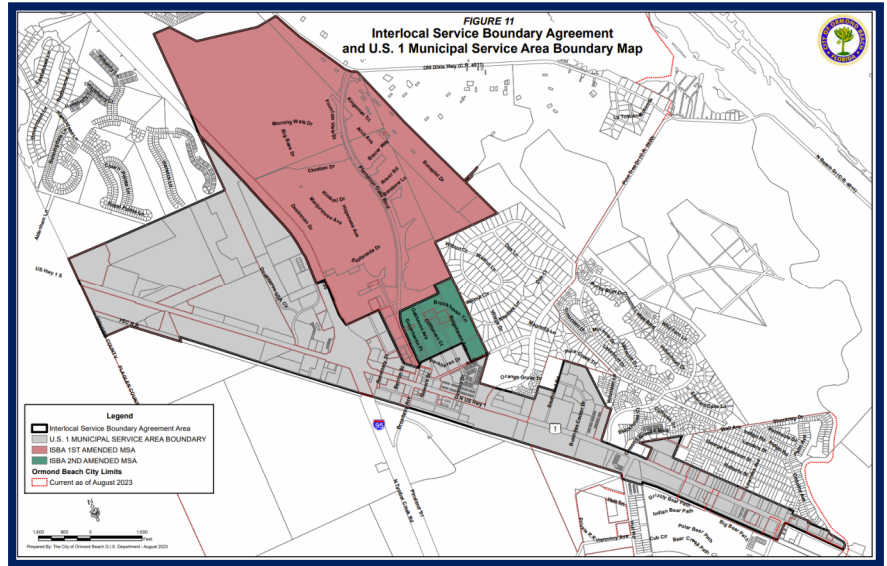
KEY UPDATES OF THE ELEMENT

- **Schedule of Capital Improvements linked to Capital Improvements Program.**
- **Updated Coastal High Hazard Area Policies.** (Objective 1.2., Policies 1.2.4. and 1.2.5.)
- **Updated Level-of-Service standards (water, sanitary sewer, and solid waste).** (Policy 1.3.2.)
- **Changed term for impact fee for water and sewer, to connection fees, and updated policies.** (Objective 1.4., Policies 1.4.2. and 1.4.3.)



INTERGOVERNMENTAL COORDINATION ELEMENT

This Element focuses on establishing and maintaining effective coordination to address multi-jurisdictional issues of concern.



Board Review Date:

Planning Board: 10/29/2024

KEY UPDATES OF THE ELEMENT

- Deleted Policy conditioning development approvals on outside agency permits. (Policies 1.1.2. and 1.2.12.)
- Updated Interlocal Service Boundary Agreement (ISBA) Policy. (Policies 1.11.6. and 1.11.8.)
- Deleted Housing related Policies. (Policies 1.6.2. and 1.6.4.)
- Deleted two school related Policies. (Policies 2.1.3. and 2.1.6.)



CULTURAL AND HISTORICAL RESOURCES ELEMENT

This Element focuses on preserving, protecting and promoting historical resources and cultural activities throughout the City.

Board Review Dates:

Leisure Services Advisory Board: 09/11/2024

Historic Landmark Preservation Board: 09/16/2024

Planning Board: 10/29/2024

Quality of Life Advisory Board: 12/05/2024

Historic Landmark Preservation Board: 12/16/2024



KEY UPDATES OF THE ELEMENT

- Updated Art in Public Places. (Policy 1.2.7.)
- Modified Senior Programs and Facilities Objective and Policies. (Objective 1.4., Policy 1.4.1., 1.4.2., and 1.4.3.)
- Historic Overlay Districts shall be maintained and considered, with support of property owners, to protect significant historic areas. (Objective 2.1. and Policy 2.1.5.)
- Deleted accomplished Policies. (Policy 1.2.1. – Rockefeller Gardens restoration, and Policy 1.2.2. – Birthplace of Speed Museum exhibit)
- Updated Element title and associated language to Cultural and Historical Resources Element. (Element wide)



PUBLIC SCHOOL FACILITIES ELEMENT

This Element focuses on coordination with the Volusia County School District to provide and maintain a public education system which meets the needs of Volusia County's current and future populations.



Board Review Date:

Planning Board: 12/12/2024

KEY ASPECTS OF THE ELEMENT

- No substantial changes
- Based on 2007 Interlocal Agreement between Volusia County, Cities, and School Board
- Updated Figure 1 – School Planning Areas Map



PROPERTY RIGHTS ELEMENT

This Element focuses on ensuring that private property rights are considered in local decision-making.



Board Review Date:
Planning Board: 10/29/2024

KEY ASPECTS OF THE ELEMENT

- No proposed changes.
- State-required element.
- Respect judicially-acknowledged and constitutionally-protected private property rights.
(Goal 1)

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 3: POWERPOINT SUMMARY



Comprehensive Plan 2045 Update



Ormond Beach



Comprehensive Plan Update 2045

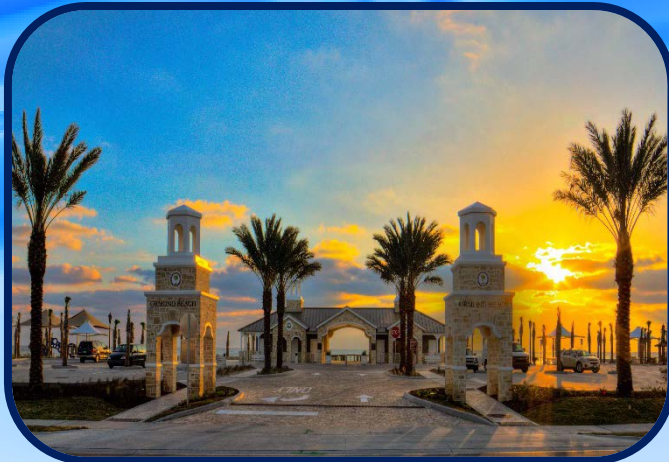




Comprehensive Plan 2045 Update



Comprehensive Plan Update Overview





Comprehensive Plan 2045 Update

What is a Comprehensive Plan?

- ❑ A **state-required policy plan** designed to guide the future growth and public infrastructure investment within Ormond Beach.
- ❑ Living and evolving documents written for a long-term outlook, typically 20 years.
- ❑ The plan provides Goals, Objectives, and Policies that **direct where development, redevelopment, and preservation within the city should occur, as well as public capital investments.**
- ❑ A vision and blueprint as to what a city desires to become in the future.



Comprehensive Plan 2045 Update

Comprehensive Plan Planning in Florida

1975 Local Government Comprehensive Plan Act

- Required creation and adoption of comprehensive plans to guide development.

1985 Growth Management Act

- Comprehensive Plans must contain certain elements such described in Chapter 163, Florida Statutes and Rule 9J-5, Florida Administrative Code.

2011 Community Planning Act

- Amended requirements of the 1985 Act, re-shaped the Department of Community Affairs, allows Proportionate Fair Share to meet concurrency requirements.



Comprehensive Plan 2045 Update

Comprehensive Plan Elements

**FUTURE
LAND
USE**

TRANSPORTATION

UTILITIES

CONSERVATION

**COASTAL
MANAGEMENT**

HOUSING

**RECREATION
AND OPEN
SPACE**

**CAPITAL
IMPROVEMENTS**

**INTERGOVERN-
MENTAL
COORDINATION**

**CULTURAL
AND
HISTORICAL
RESOURCES**

**PUBLIC
SCHOOLS
FACILITIES**

**PROPERTY
RIGHTS**



Comprehensive Plan 2045 Update

Why update the Comprehensive Plan now?

- ☐ State required (Florida Statutes Section 163.3191).
- ☐ Ensure compliance with State Statutes.
- ☐ Identify areas within the plan that need updates.
- ☐ Incorporate changing conditions of the city into the plan.



Comprehensive Plan 2045 Process

Introduction

**Community Engagement Meeting**

The City of Ormond Beach is updating the Comprehensive Plan (2045 update) and you are invited to share your thoughts and ideas regarding the future of Ormond Beach at an upcoming Community Engagement Meeting.

 **Monday, August 26, 2024**

 **City Hall
Commission Chambers
22 S. Beach Street**

 **5:30 PM - 7:00 PM**

Get the scoop while enjoying Neighborhood Scoop Ice Cream

 To learn more or follow the update process, scan the QR code or visit the website:
www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update

Your Input Matters!
Scan the QR code to take a short survey



Review and Analysis

Element Reviews

Leisure Services Advisory Board – 9/11/2024

Planning Board – 9/12/2024

Historic Landmark Preservation Board – 9/16/2024

Planning Board – 10/29/2024

Planning Board – 11/14/2024

Quality of Life Advisory Board – 12/5/2024

Planning Board – 12/12/2024

Historic Landmark Preservation Board – 12/16/2024

Plan Amendments

Community Meeting – 01/16/2025

City Commission Workshop – 02/04/2025

Planning Board – 02/13/2025

Planning Board – 03/13/2025

City Commission (Transmittal–04/15/2025)

City Commission (Adoption – TBD)

❖ Website (<https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update>)

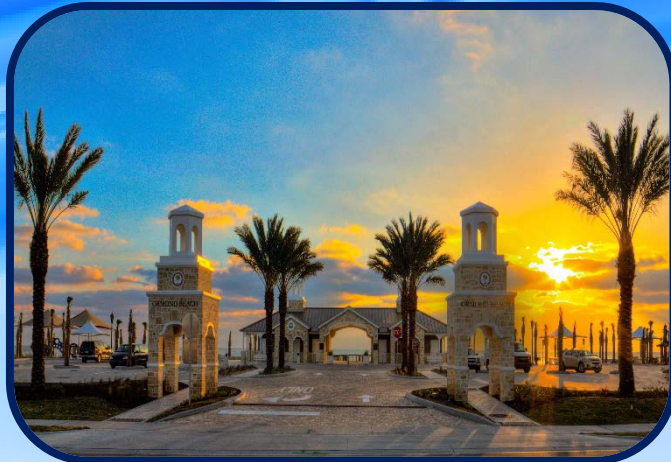


Comprehensive Plan 2045 Update



Survey Results

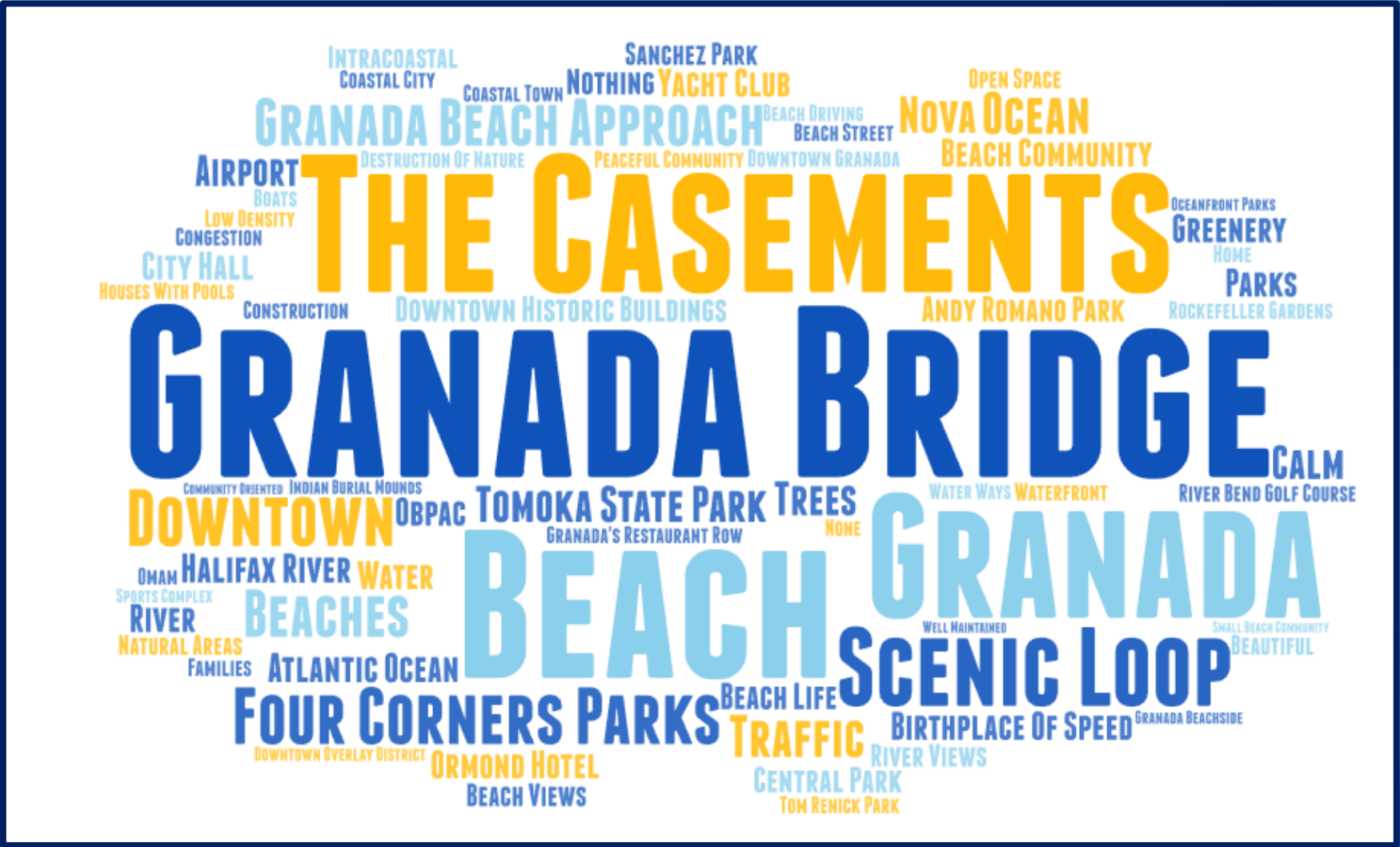
196 survey responses





Survey Results - Question #1

What is one place, location or image that comes to mind when you think of Ormond Beach?



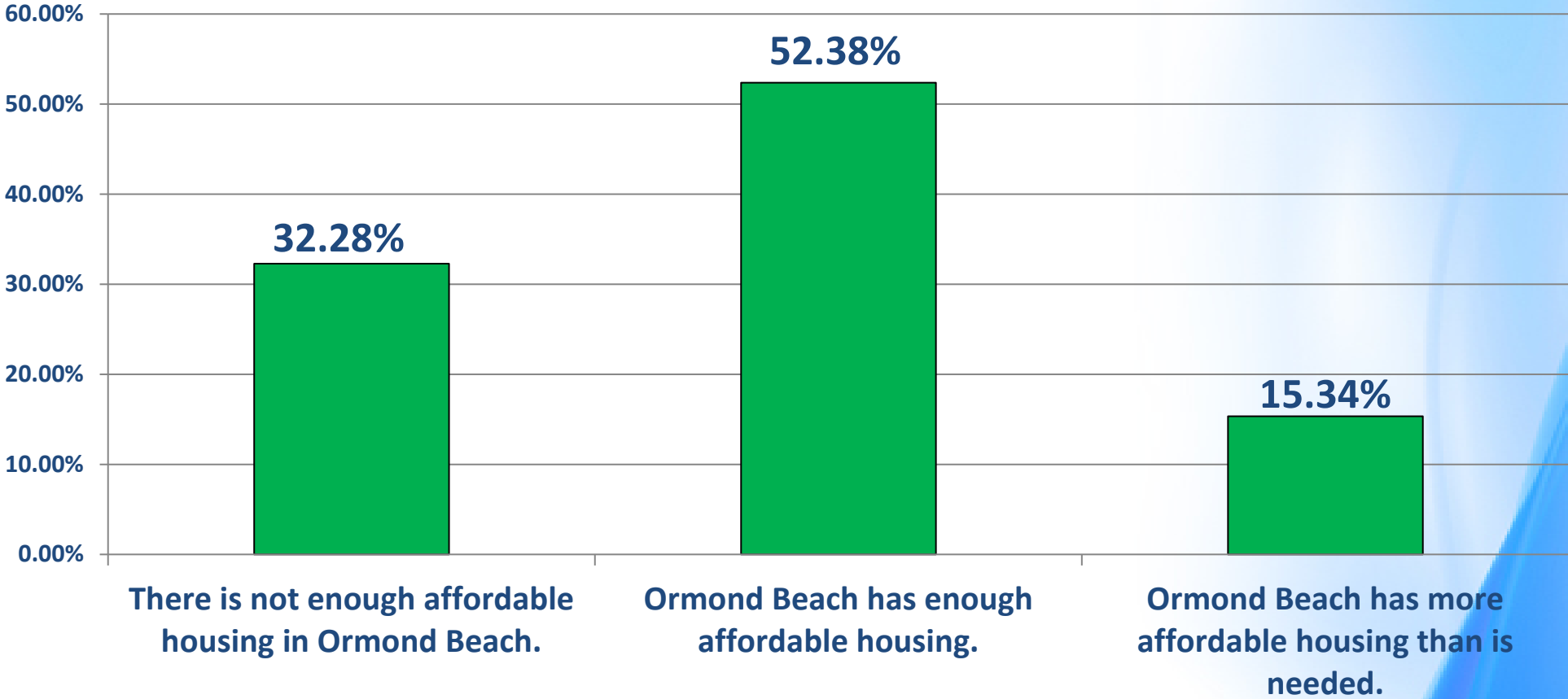
Answered	189
Skipped	7



Comprehensive Plan 2045 Update

Survey Results - Question #2

What are your thoughts on the availability of affordable housing in Ormond Beach



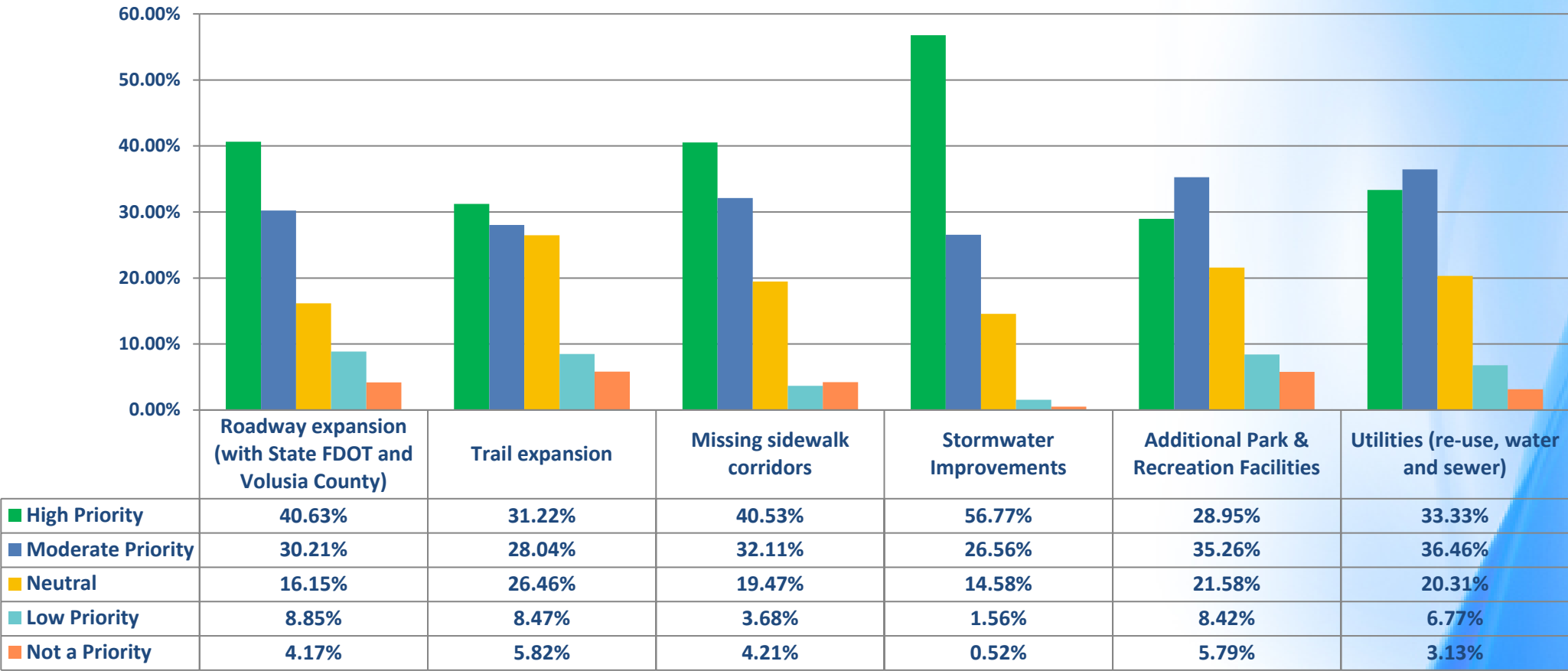
Answered	189
Skipped	7



Comprehensive Plan 2045 Update

Survey Results - Question #4

How should Ormond Beach prioritize improving or expanding infrastructure improvements?



Answered 194
Skipped 2



Comprehensive Plan 2045 Update

Survey Results - Question #7

What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?

1. Traffic Management and Infrastructure Improvement
2. Controlled Development and Preservation of Green Spaces
3. Community and Amenities



Comprehensive Plan 2045 Update

Survey Results - Question #9

Please rank these from most important to least important



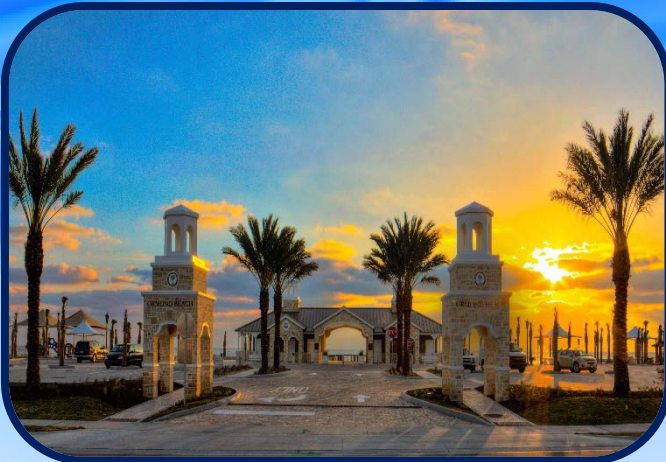
Answered	195
Skipped	1



Comprehensive Plan 2045 Update

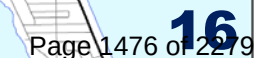


Development Trends





2010 to 2019



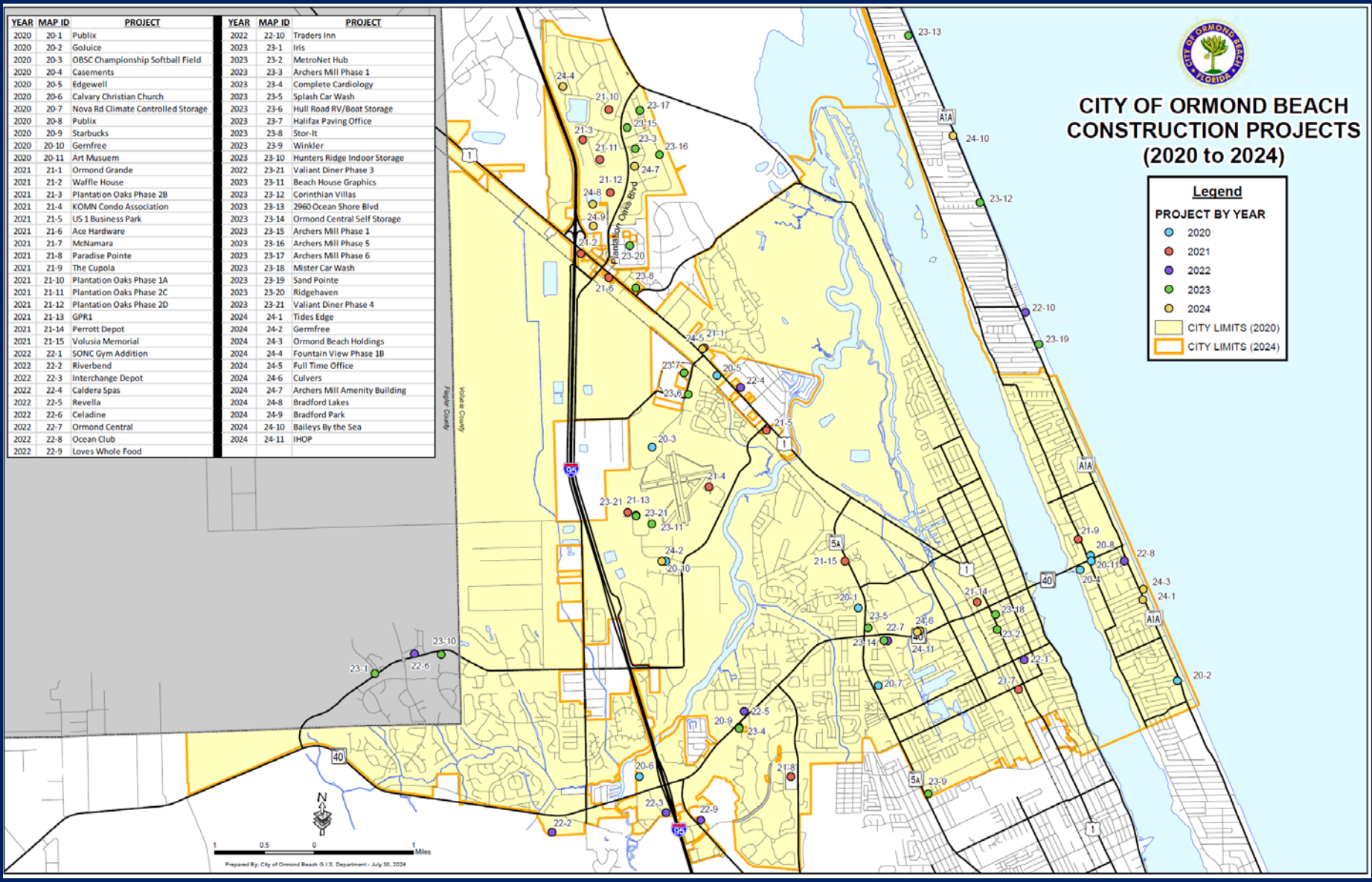


Comprehensive Plan 2045 Update

Development Trends

Permitted Developments

2020 to 2024





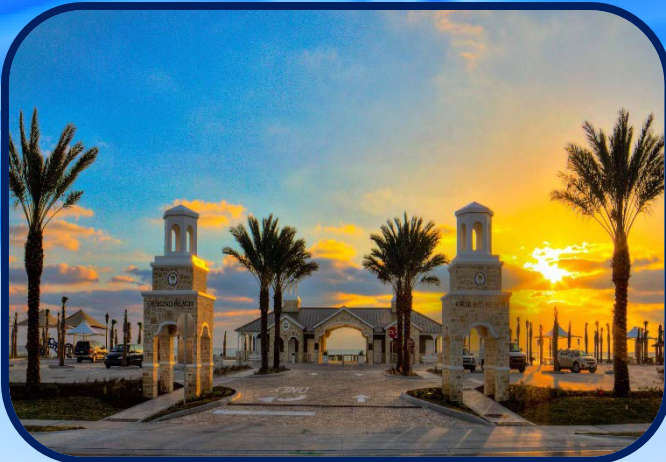
Comprehensive Plan 2045 Update



Community Engagement Meeting



Comprehensive Plan Elements





Comprehensive Plan 2045 Update

PLAN ADMINISTRATION

This Chapter provides for the administration of the Comprehensive Plan, including plan interpretation, appeals, and amendments.



Board Review Date:
Planning Board: 9/12/2024

KEY UPDATES

- Updated state statute references.
- Added acronyms.
- Added definitions.



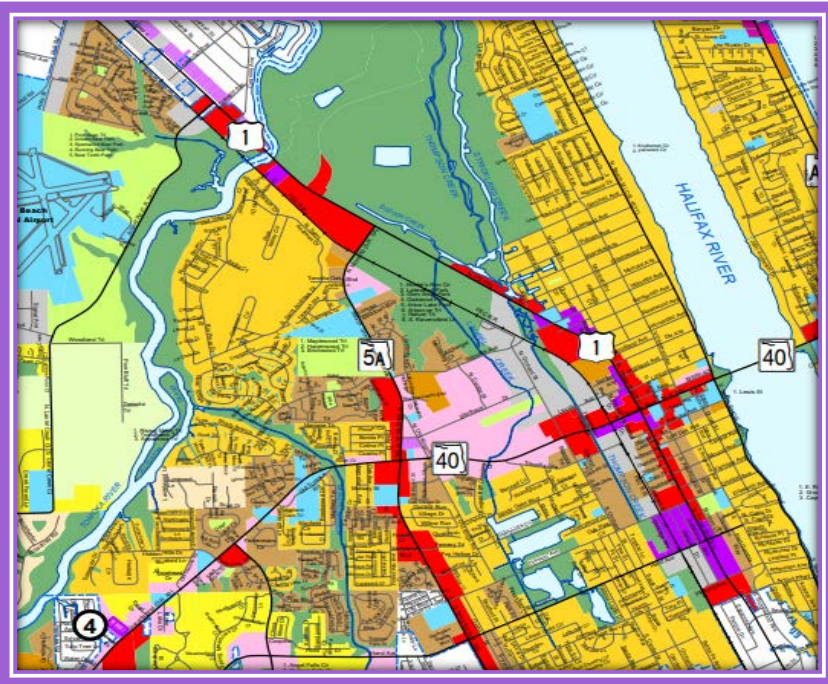
Comprehensive Plan 2045 Update

FUTURE LAND USE ELEMENT

This Element focuses on the management of growth that is consistent with sound social, economic, fiscal, and environmental principals.

Board Review Date:

Planning Board: 9/12/2024



KEY UPDATES OF THE ELEMENT

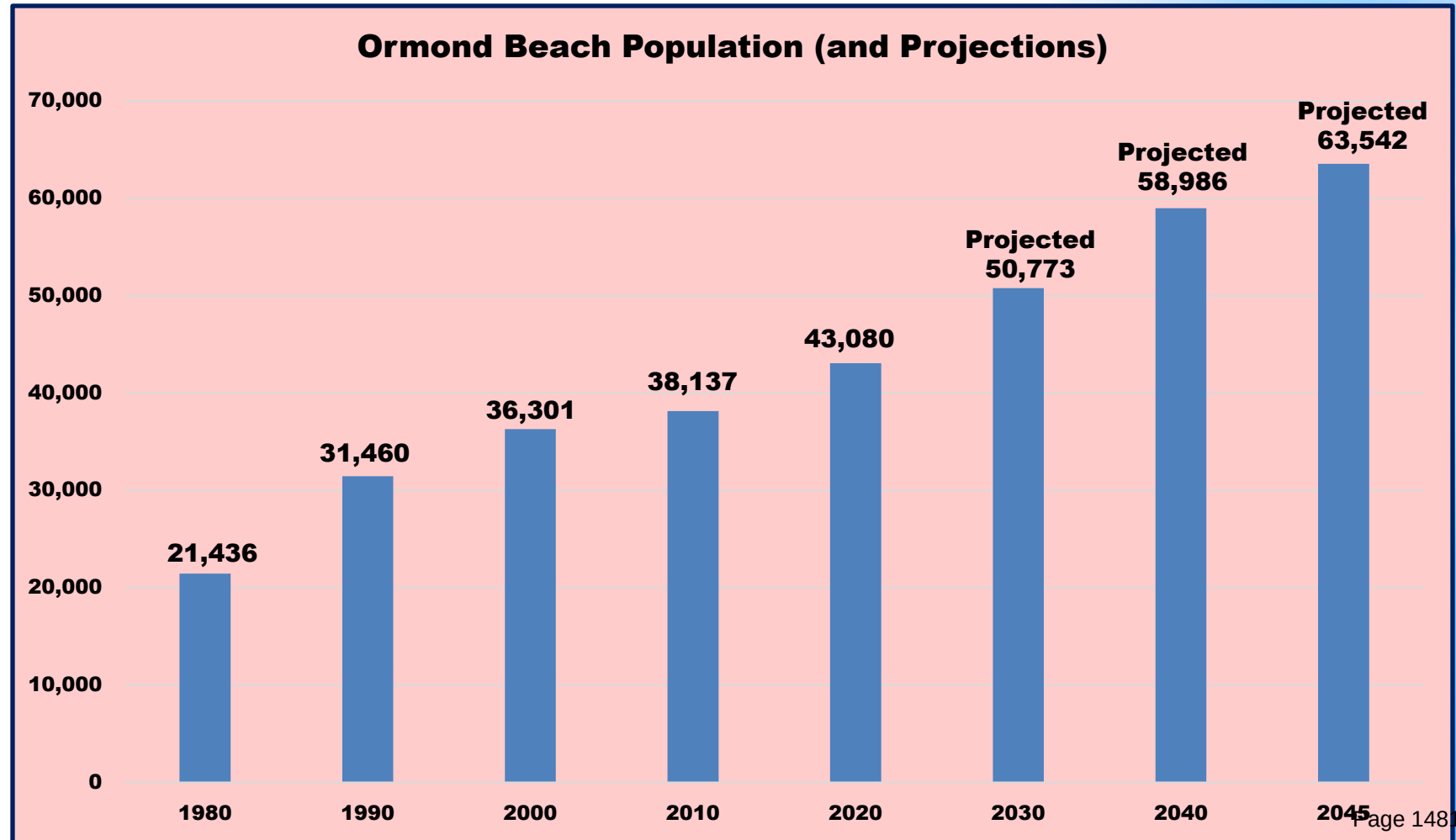
- Deletion of the Heavy Industrial land use category.
- Updated Policies based on input from staff of Florida Inland Navigation District. (Policies 5.1.7-5.1.10.)
- Updated text in Goal 8 – Downtown Community Redevelopment Area.
- Provided summary of development (2010-2024).
- Updated tables and maps.
- Updated population projections.



Comprehensive Plan 2045 Update

Population Projections

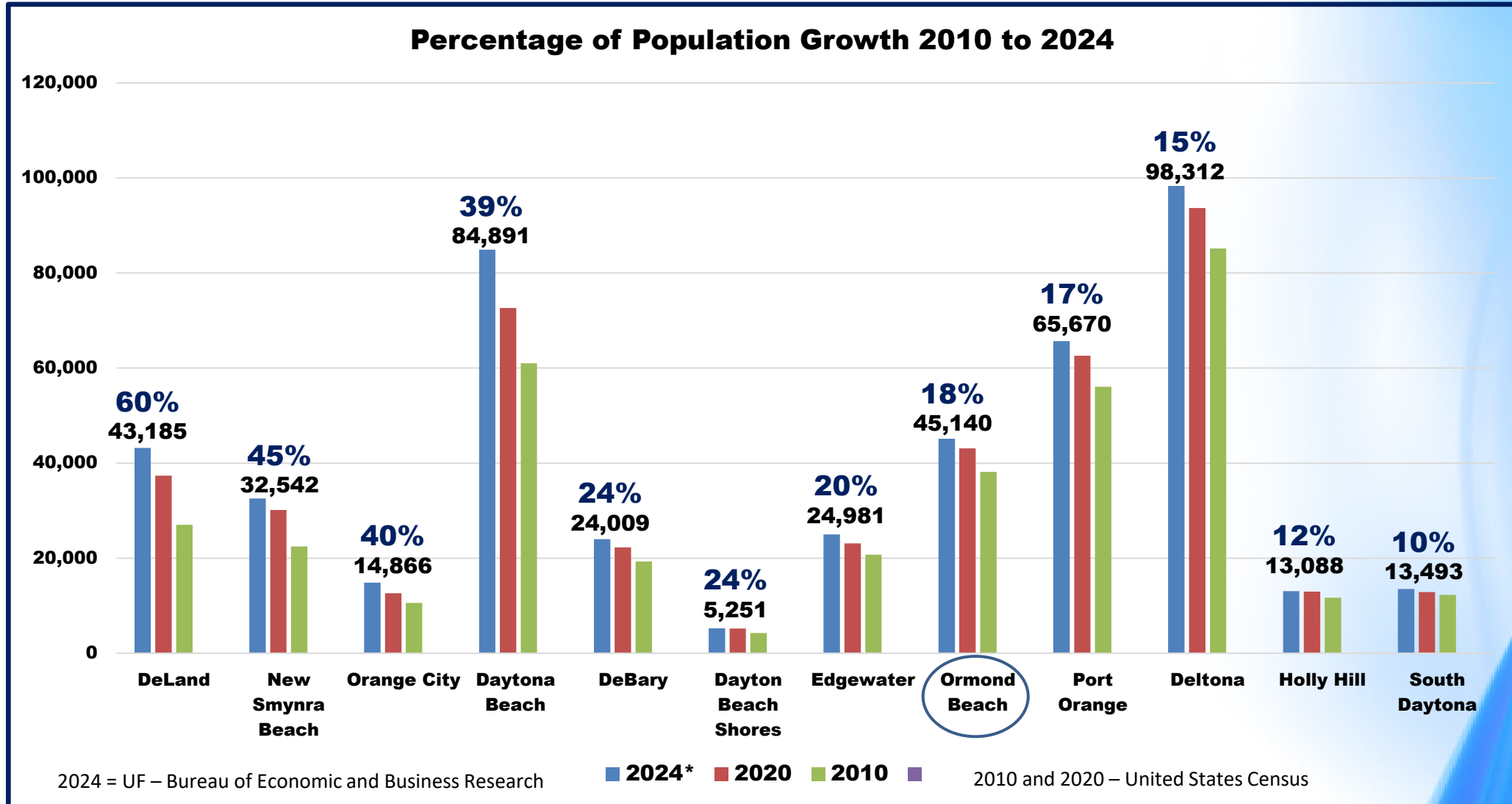
Year	Population Projection
2025	46,255
2030	50,733
2035	55,238
2040	58,986
2045	63,542





Comprehensive Plan 2045 Update

Percentage of Population Growth 2010 to 2024





Comprehensive Plan 2045 Update

TRANSPORTATION ELEMENT

This Element focuses on long range transportation planning that considers the physical environment when making roadway decisions while also encouraging multi-modal alternatives.

Board Review Date:
Planning Board: 11/14/2024



KEY UPDATES OF THE ELEMENT

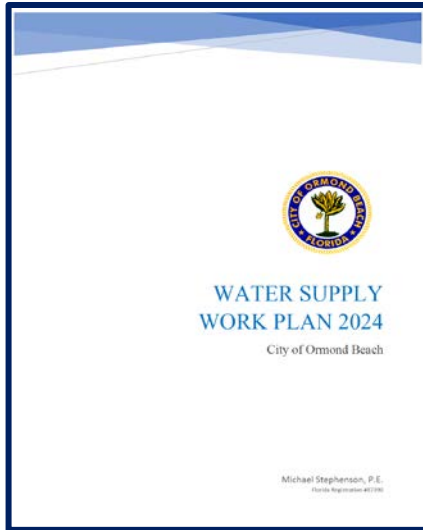
- Deleted Policy that sought to replace Volusia County road impact fee. (Policy 1.5.4.)
- Combined Multi-Modal policies. (Policies 1.6.4. – 1.6.7.)
- Deleted Policies regarding redevelopment plans as part US 1 and South Atlantic Avenue. (Policies 1.6.8., 1.6.9., and 1.6.13.)
- Added “Complete Street” Policy. (Policy 1.7.10.)
- Updated Ormond Crossings text, removing completed items. (Goal 5)
- Updated Future Traffic Circulation Map.



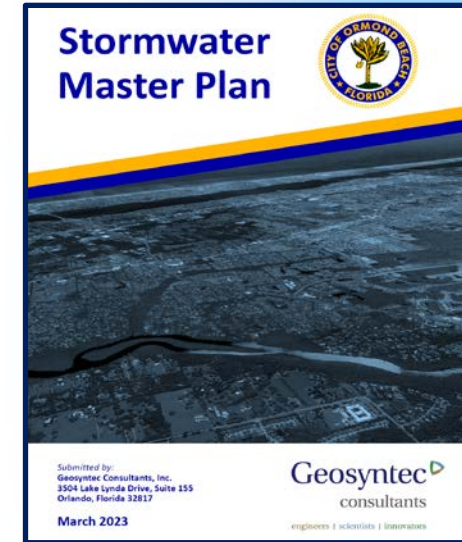
Comprehensive Plan 2045 Update

UTILITIES ELEMENT

This Element focuses on providing and maintaining potable water, sewer, re-claim water, and stormwater service in accordance with adopted level-of-services.



Board Review Date:
Planning Board:
11/14/2024



KEY UPDATES OF THE ELEMENT

- Updated Solid Waste text. (Goal 3., Policies 3.3.3., 3.3.6., and 5.1.9.)
- Amended impact fees to connection fees per impact fee study. Deleted Policy on differential impact fee. (Objective 1.1.)
- Modified text per Water Supply Work Plan. (Policies 1.2.5., 1.2.6., 1.7.2., and 5.2.3.)



Comprehensive Plan 2045 Update

CONSERVATION ELEMENT

This Element focuses on preserving, protecting and enhancing natural resources and environmental diversity.

Board Review Date:

Planning Board: 10/29/2024



KEY UPDATES OF THE ELEMENT

- **Amended text regarding air quality.** (Objective 8.2. and Policy 8.2.4.)
- **Reorganization of Goal to increase coordination with Volusia County on Hazardous Waste management.** (Goal 10.)
- **Deleted certain Policies.** (Policy 3.1.3. (Interconnections), Policy 6.1.17. (Volusia Council of Governments), Policy 6.1.23. (Management plans for specific endangered species), and Policy 8.1.3.)
- **Added Water Supply Policies.** (Policies 1.2.7., 5.3.8.)



Comprehensive Plan 2045 Update

COASTAL MANAGEMENT ELEMENT

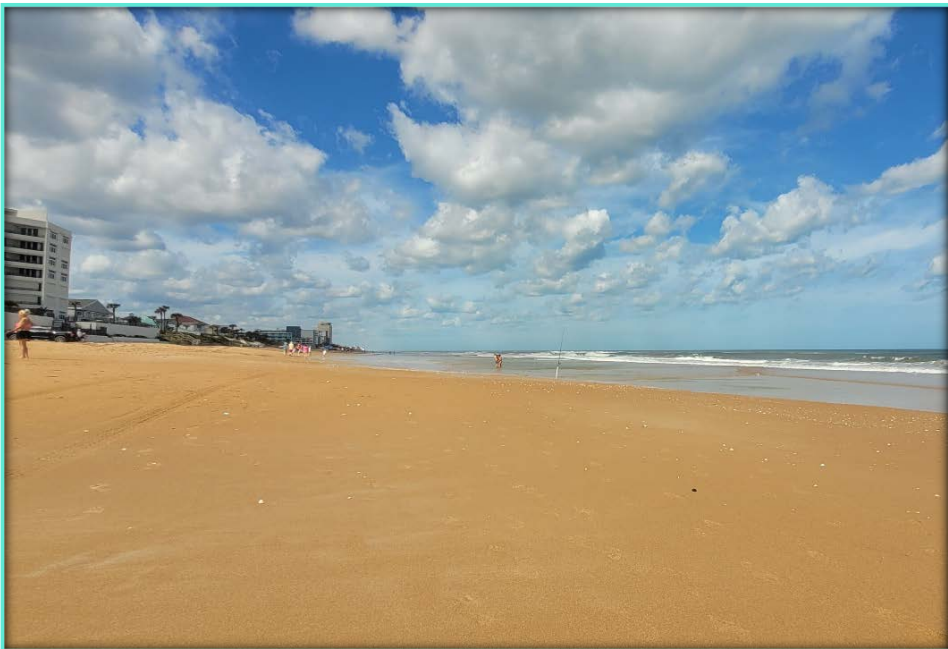
This Element focuses on identifying vulnerable areas and planning and implementing strategies for preserving, protecting, developing, and where possible, restoring or enhancing the natural resources of the city in defense against flooding and erosion.

Board Review Date:

Planning Board: 11/14/2024

KEY UPDATES OF THE ELEMENT

- Deleted build back policy and emergency procedure policies. (Policies 5.5.4., and 5.5.7. – 5.5.11.)
- Added new policy referencing adaptation strategies for planning and design. (Policy 6.7.10.)
- Added language for consistency with State Statutes. (Policy 1.7.1.)
- Updated Coastal High Hazard Area and Storm Surge map.





Comprehensive Plan 2045 Update

HOUSING ELEMENT

This Element focuses on housing availability and ensuring adequate levels-of-service are met for future housing development.

Board Review Date:

Planning Board: 12/12/2024

KEY UPDATES OF THE ELEMENT

- Data and analysis summary performed.
- Re-organized Element to include:
 - Objective 1.1. Housing Supply
 - Objective 1.2. Substandard Housing
 - Objective 1.3. Attainable Housing
 - Objective 1.4. Group Homes and Foster Care Facilities
 - Objective 1.5. Displacement
 - Objective 1.6. Historically Significant Housing
 - Objective 1.7. Green Building and Sustainable Development

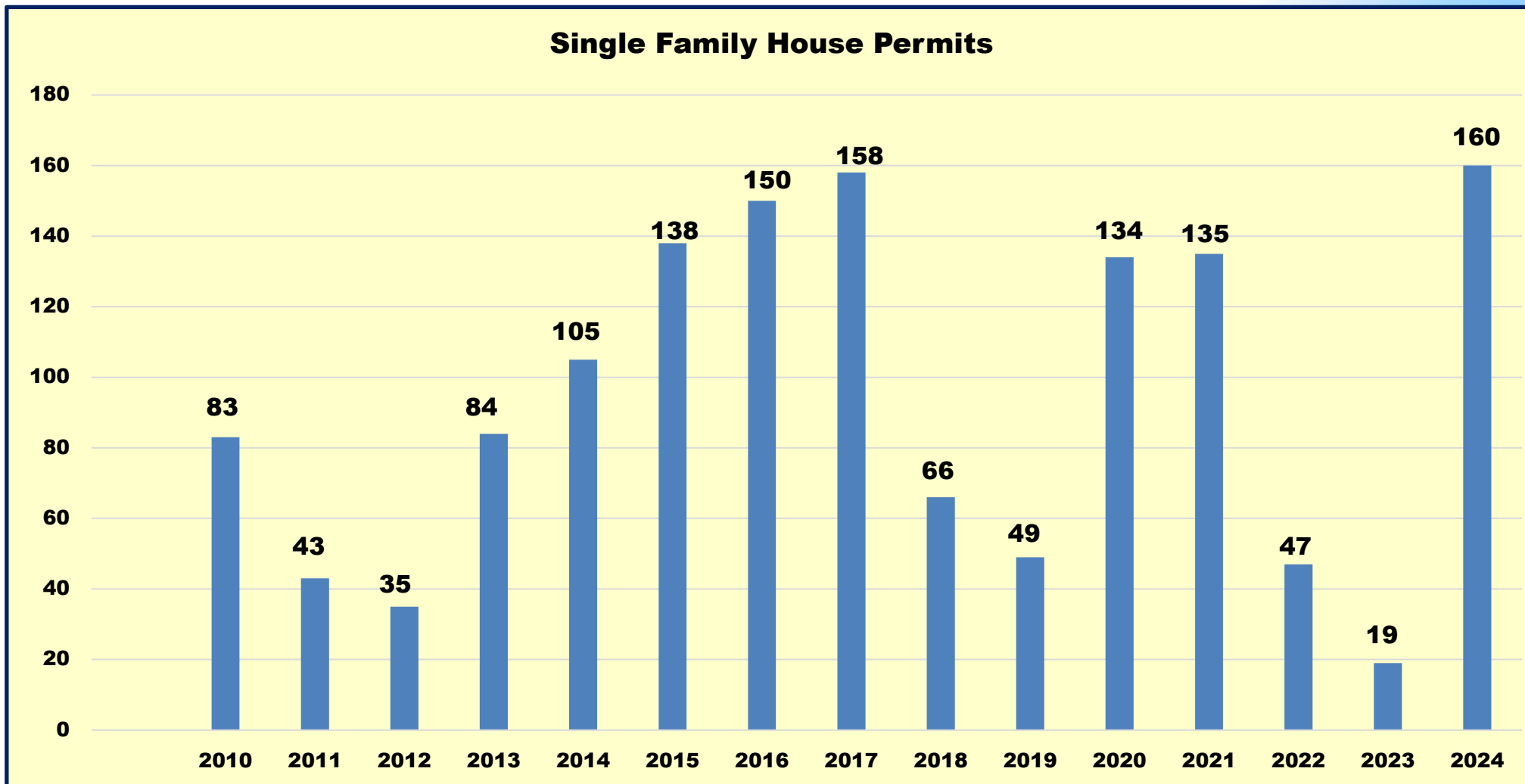




Comprehensive Plan 2045 Update

Development Trends

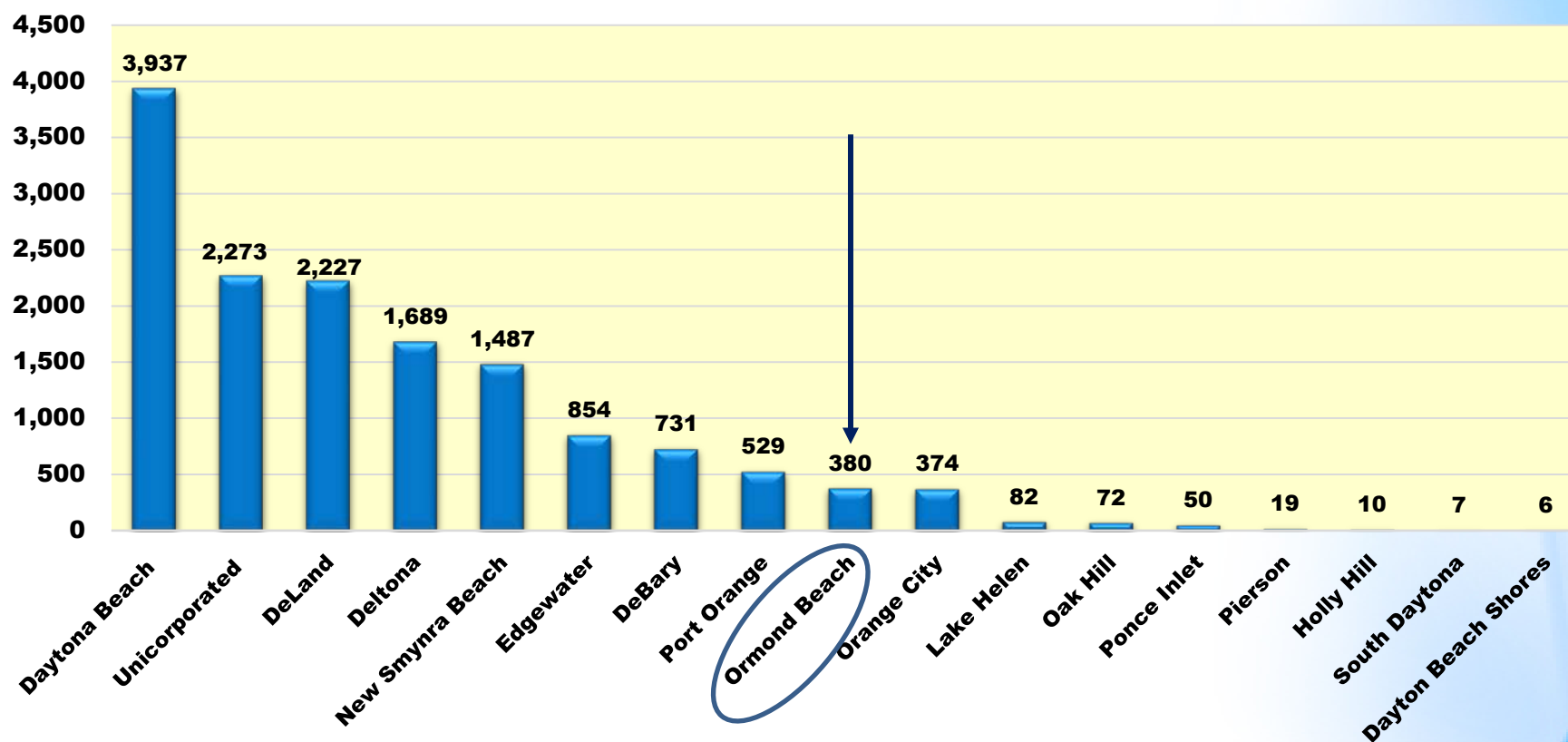
New Single-Family Residential Building Permits





Comprehensive Plan 2045 Update

Volusia County Residential New Construction Building Permits, Quarter 1, 2020 to Quarter 3, 2024



Q3

Volusia County
Economic Development
3rd Quarter 2024 Update
November 2024

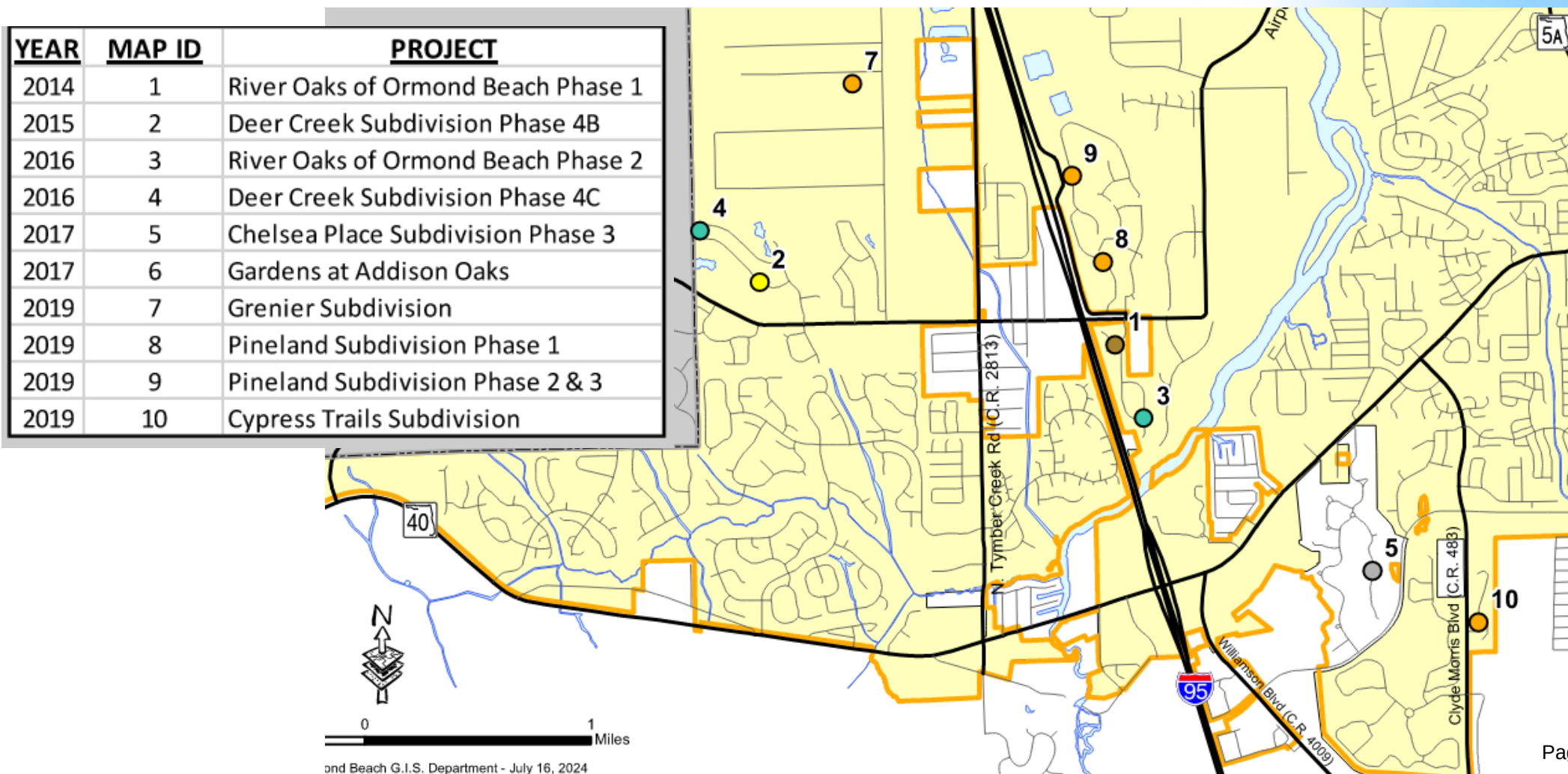
Source: Volusia County Economic Development, <https://www.floridabusiness.org/research-center/q-books.shtml>



Comprehensive Plan 2045 Update

Development Trends

Residential platting of new single-family lots, 2010 - 2019

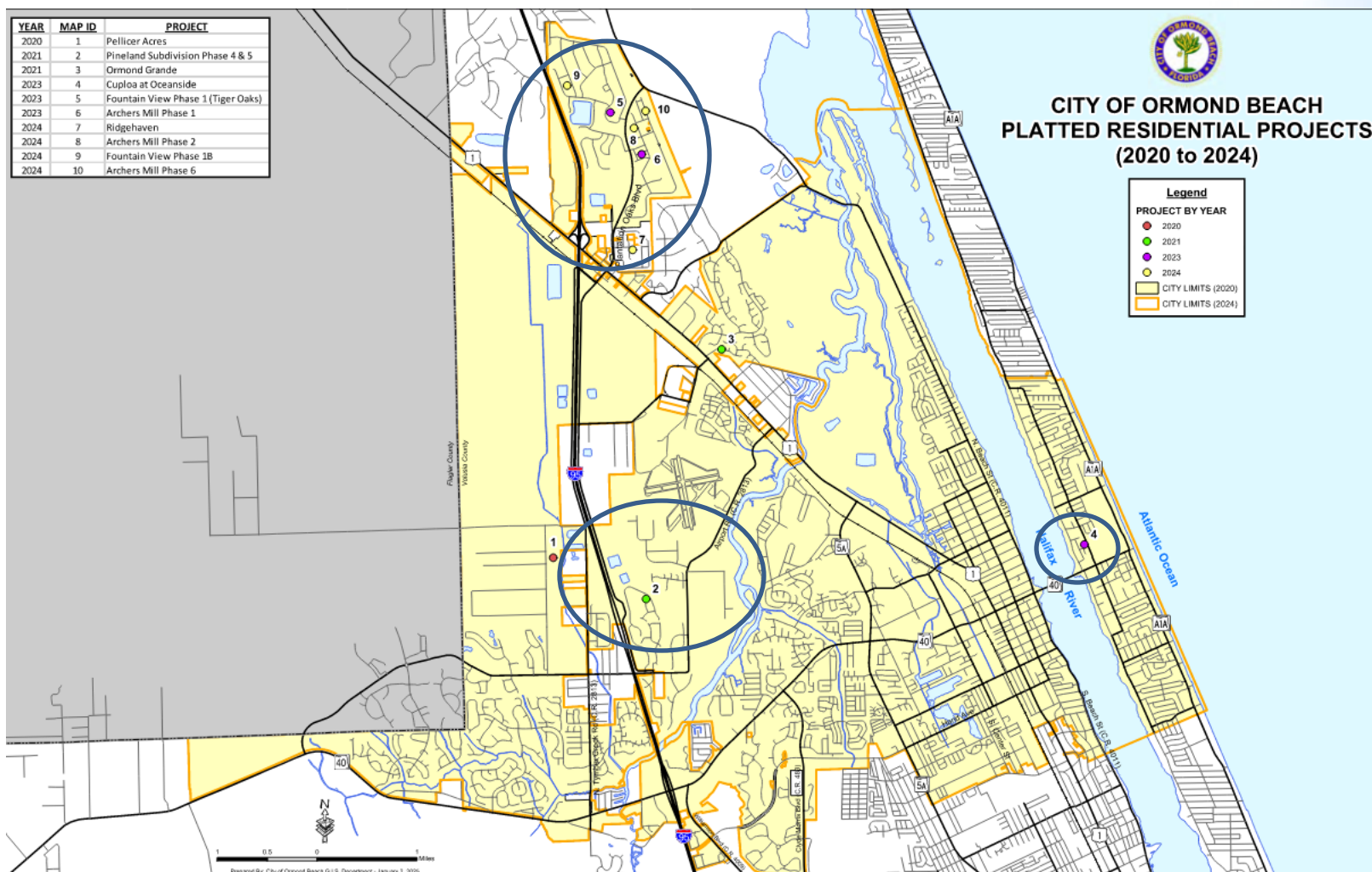




Comprehensive Plan 2045 Update

Development Trends

Residential platting of new single-family lots, 2020 - 2024





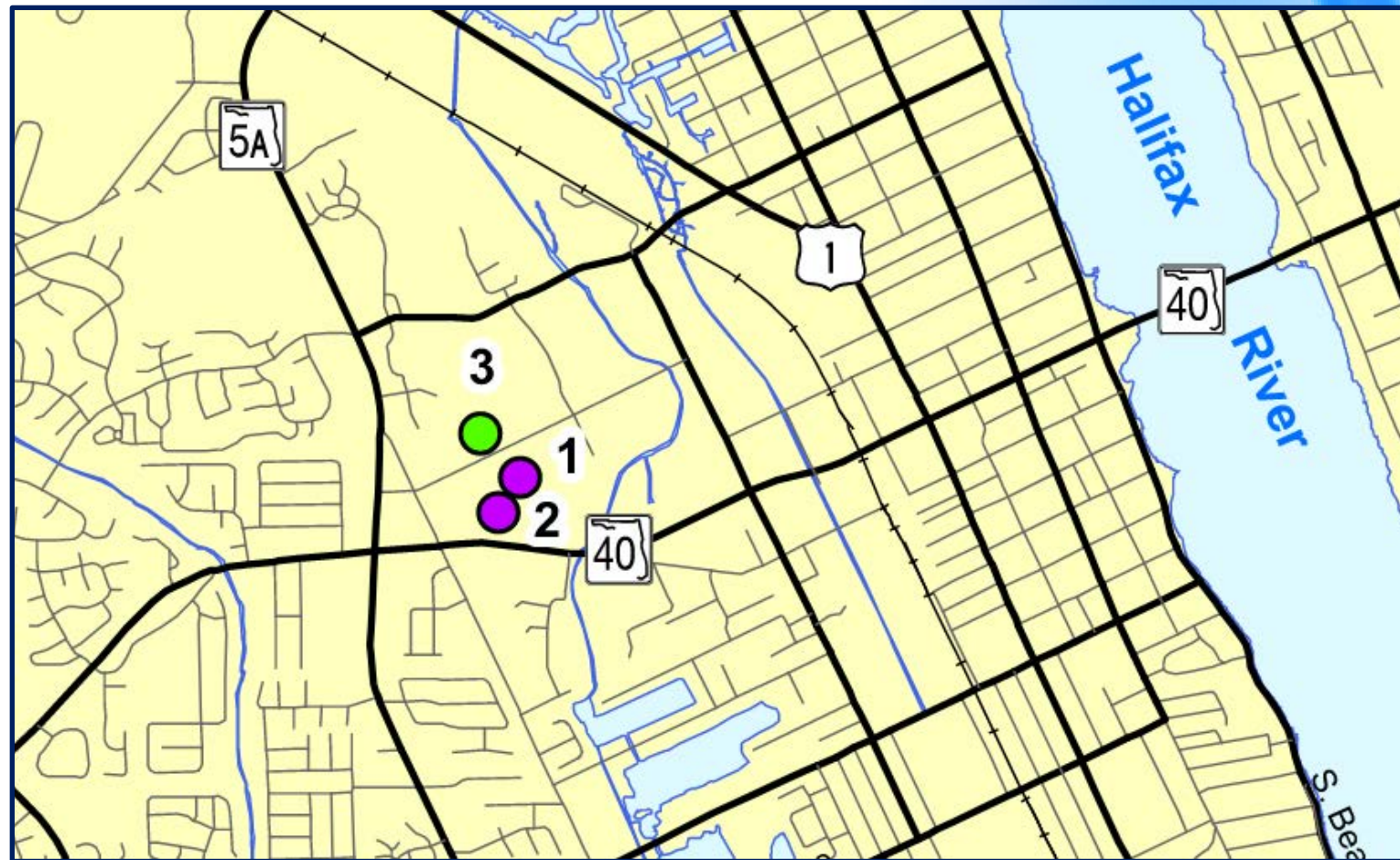
Comprehensive Plan 2045 Update

Development Trends

Multi-family developments

2010 - 2024

- 1. Madison Glen** – 96 units, 2010 – Sterthaus Drive
- 2. Olive Grove** – 88 units, 2010 – West Granada Boulevard
- 3. Ormond Renaissance Condo** – 28 units (one building), 2018 – Sterthaus Drive



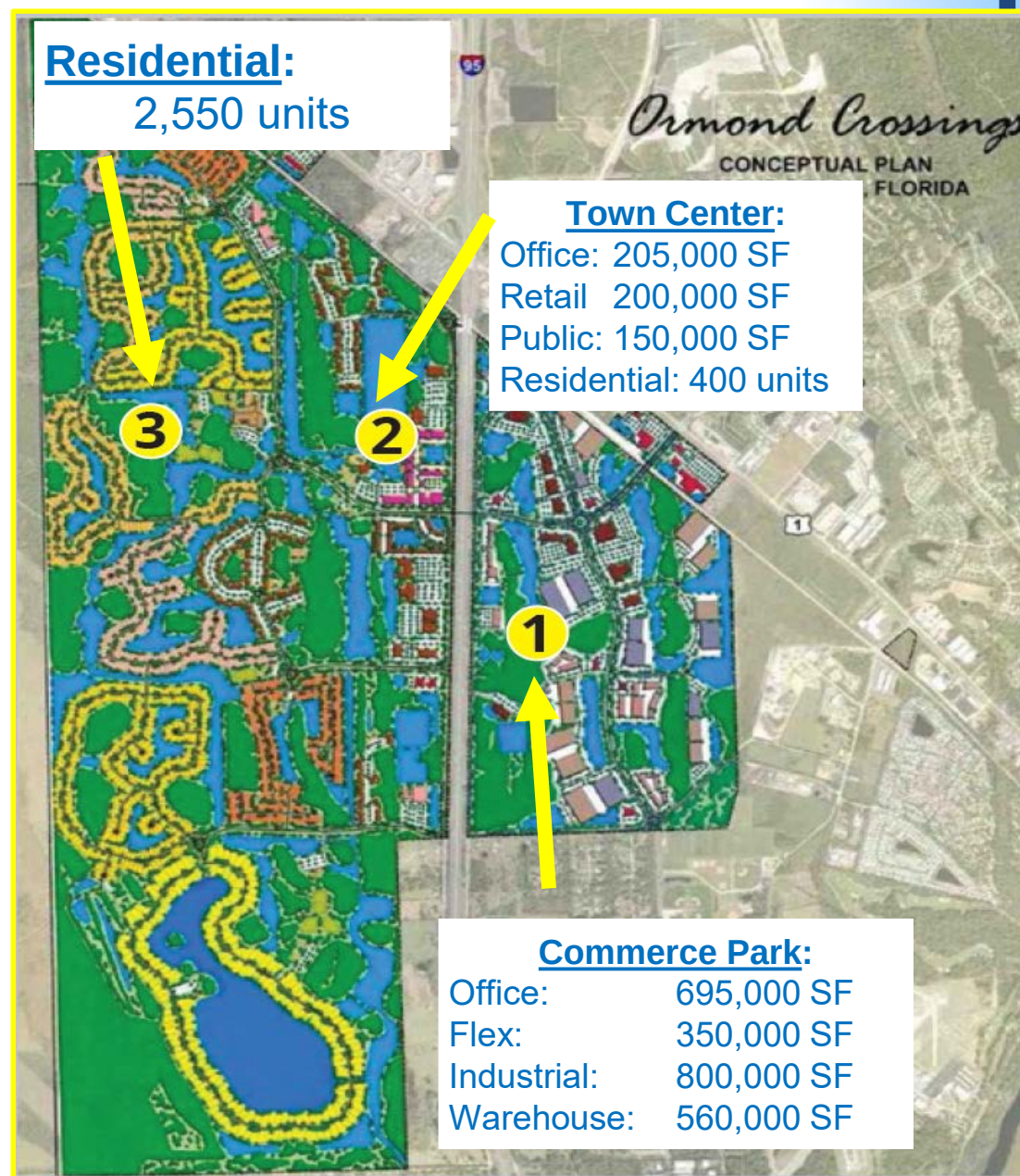


Comprehensive Plan 2045 Update

Areas of Growth Ormond Crossings

**Gross density of
residential area (#3) =
1.38 units per acre.**

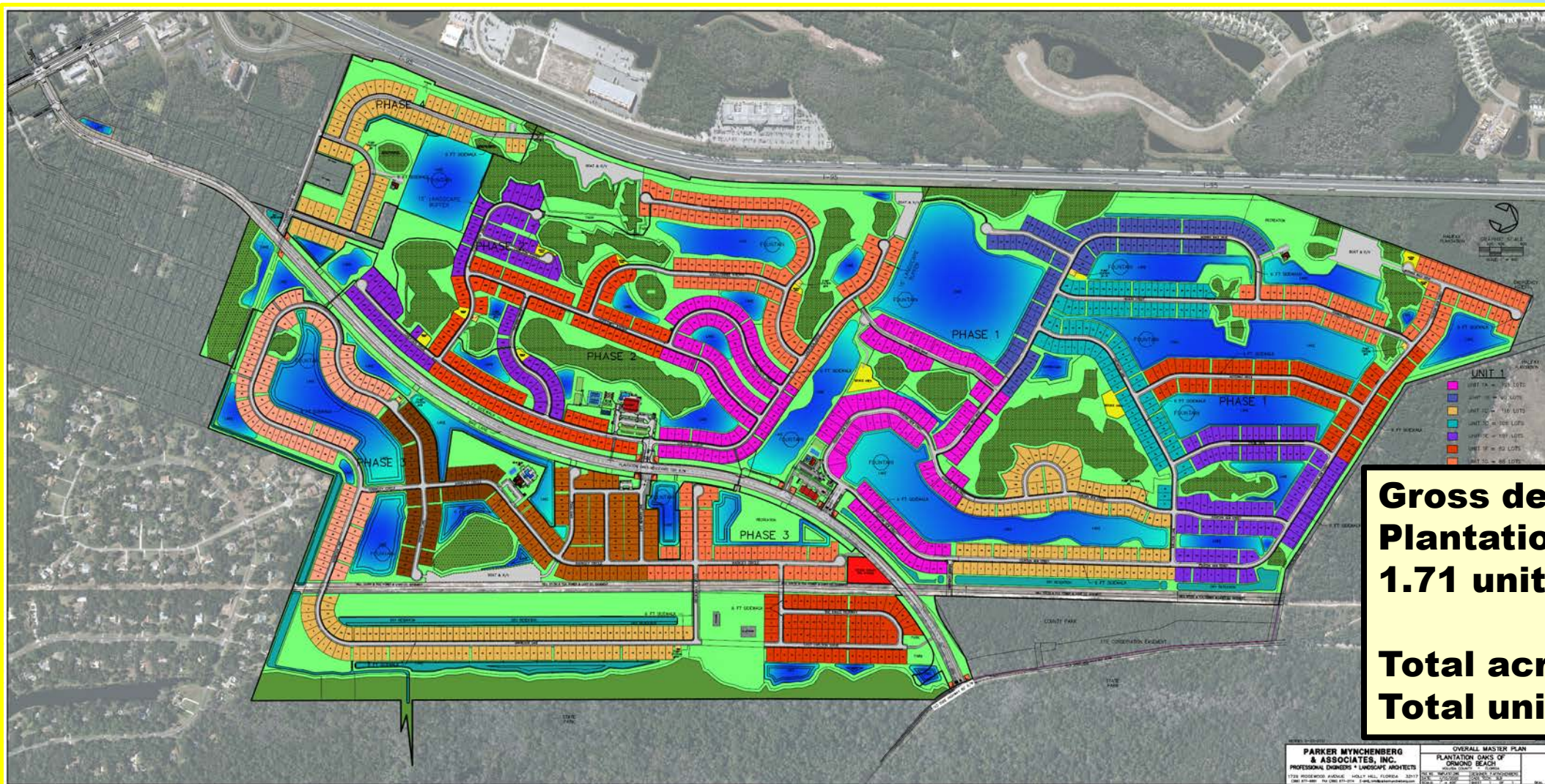
**Total acres = 1847.32
Total units = 2,550**





Comprehensive Plan 2045 Update

Areas of Growth Plantation Oaks



**Gross density of
Plantation Oaks =
1.71 units per acre.**

**Total acres = 1,015.47
Total units = 1,740**

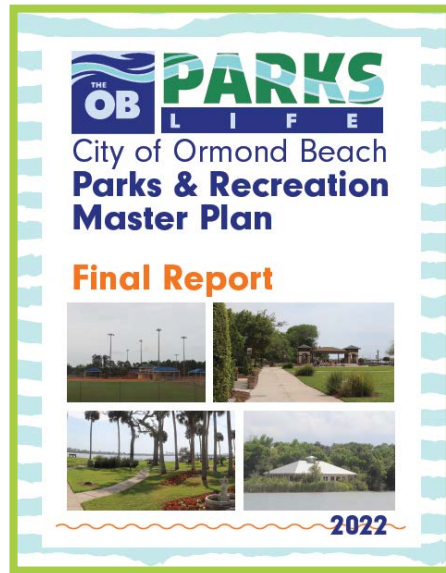


Comprehensive Plan 2045 Update

PARKS AND RECREATION ELEMENT

This Element focuses on providing and maintaining recreation areas, facilities and activities and access to them.

KEY UPDATES OF THE ELEMENT



- Changed Recreation and Open Space Element to the Parks and Recreation Element. (Element wide)
- Discussion of Leisure Services Department name to Parks and Recreation Department
- Updated Americans with Disabilities Act policies consistent with master plan recommendations. (Policies 1.9.1., 1.9.2., 1.9.3., 1.9.4., and 1.9.5.)
- Deleted accomplished Policies. (Policy 1.2.3. – Environmental Discovery Center and Policy 1.14.1. - 17 acres from Ormond Crossings)
- Added Master Park/Recreation and Facilities, Ormond Scenic Loop and Trail maps. (Figures 1 and 2)

Board Review Dates:
Leisure Services Advisory Board: 09/11/2024
Planning Board: 10/29/2024
Quality of Life Advisory Board: 12/05/2024



Comprehensive Plan 2045 Update

CAPITAL IMPROVEMENTS ELEMENT

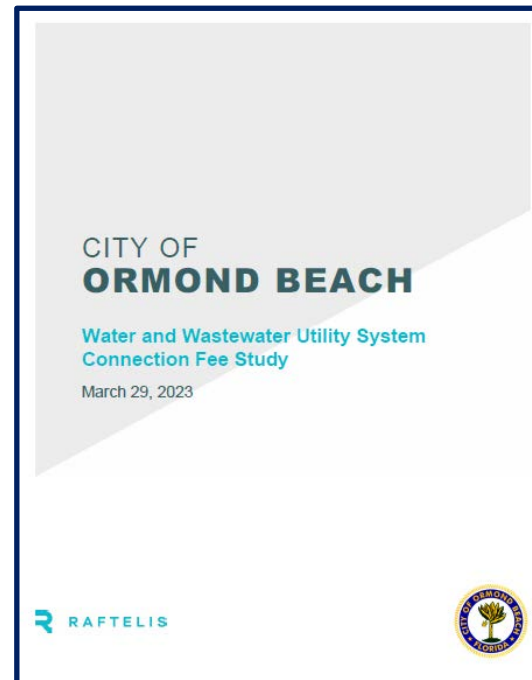
This Element focuses on planning for and implementing capital improvements in accordance with adopted levels-of-service.

Board Review Date:

Planning Board: 12/12/2024

KEY UPDATES OF THE ELEMENT

- Schedule of Capital Improvements linked to Capital Improvements Program.
- Updated Coastal High Hazard Area Policies. (Objective 1.2., Policies 1.2.4. and 1.2.5.)
- Updated Level-of-Service standards (water, sanitary sewer, and solid waste). (Policy 1.3.2.)
- Changed term for impact fee for water and sewer, to connection fees, and updated policies. (Objective 1.4., Policies 1.4.2. and 1.4.3.)





Comprehensive Plan 2045 Update

INTERGOVERNMENTAL COORDINATION ELEMENT

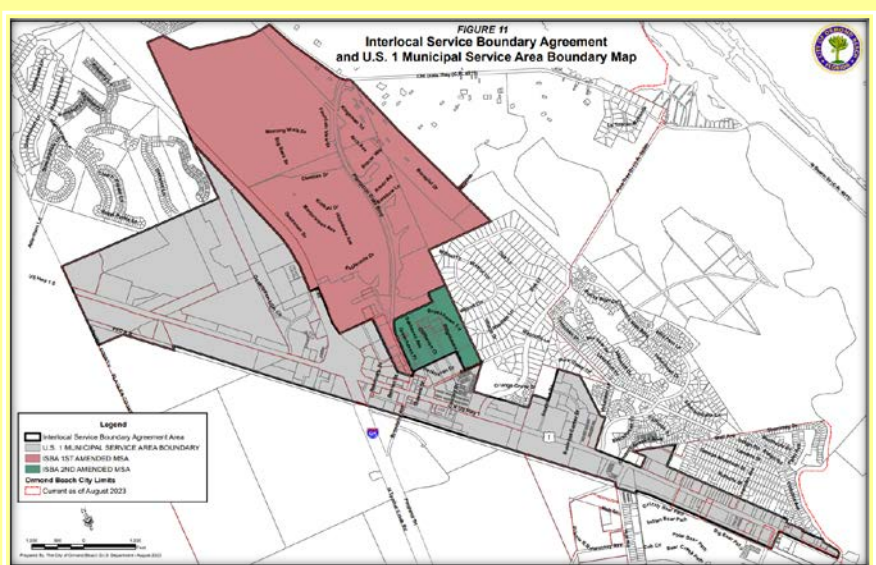
This Element focuses on establishing and maintaining effective coordination to address multi-jurisdictional issues of concern.

Board Review Date:

Planning Board: 10/29/2024

KEY UPDATES OF THE ELEMENT

- Deleted Policy conditioning development approvals on outside agency permits. (Policies 1.1.2. and 1.2.12.)
- Updated Interlocal Service Boundary Agreement (ISBA) Policy. (Policies 1.11.6. and 1.11.8.)
- Deleted Housing related Policies. (Policies 1.6.2. and 1.6.4.)
- Deleted two school related Policies. (Policies 2.1.3. and 2.1.6.)





Comprehensive Plan 2045 Update

CULTURAL AND HISTORICAL RESOURCES ELEMENT

This Element focuses on preserving, protecting and promoting historical resources and cultural activities throughout the City.

Board Review Dates:

Leisure Services Advisory Board: 09/11/2024

Historic Landmark Preservation Board: 09/16/2024

Planning Board: 10/29/2024

Quality of Life Advisory Board: 12/05/2024

Historic Landmark Preservation Board: 12/16/2024

KEY UPDATES OF THE ELEMENT

- Updated Art in Public Places. (Policy 1.2.7.)
- Modified Senior Programs and Facilities Objective and Policies. (Objective 1.4., Policy 1.4.1., 1.4.2., and 1.4.3.)
- Historic Overlay Districts shall be maintained and considered, with support of property owners, to protect significant historic areas. (Objective 2.1. and Policy 2.1.5.)
- Deleted accomplished Policies. (Policy 1.2.1. – Rockefeller Gardens restoration, and Policy 1.2.2. – Birthplace of Speed Museum exhibit)
- Updated Element title and associated language to Cultural and Historical Resources Element. (Element wide)





Comprehensive Plan 2045 Update

PUBLIC SCHOOL FACILITIES ELEMENT

This Element focuses on coordinating with the Volusia County School District to provide and maintain a public education system which meets the needs of Volusia County's current and future populations.

Board Review Date:

Planning Board: 12/12/2024

KEY UPDATES OF THE ELEMENT

- No substantial changes
- Based on 2007 Interlocal Agreement between Volusia County, Cities, and School Board
- Updated Figure 1 – School Planning Areas Map





Comprehensive Plan 2045 Update

PROPERTY RIGHTS ELEMENT

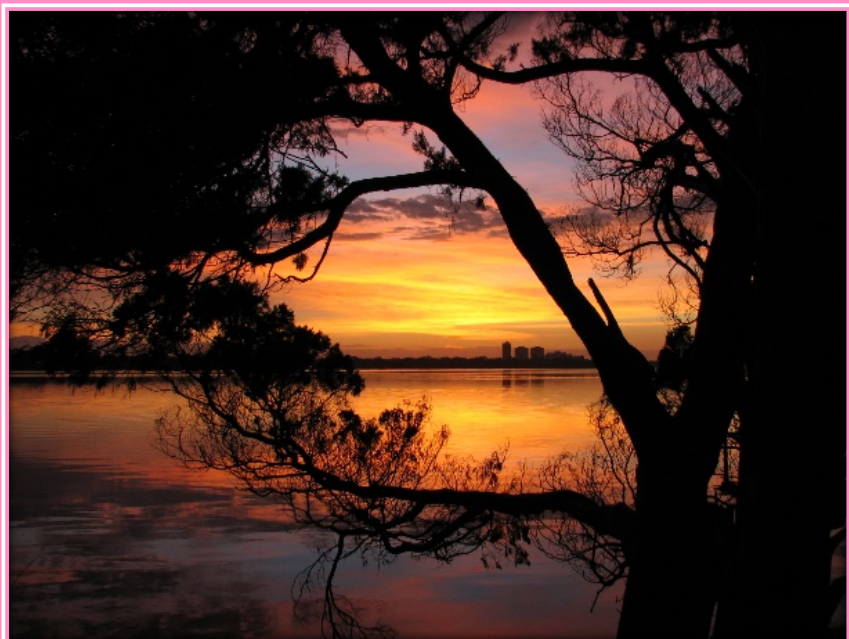
This Element focuses on ensuring that private property rights are considered in local decision-making.

Board Review Date:

Planning Board: 10/29/2024

KEY ASPECTS OF THE ELEMENT

- No proposed changes
- State-required element
- Respect judicially acknowledged and constitutionally protected private property rights (Goal 1.)





Comprehensive Plan 2045 Update

Next Steps

- ☐ April 15, 2025 – City Commission Comprehensive Plan amendments public hearing, 1st reading – transmittal.
- ☐ April 25, 2025 – (on or before) transmit to state agencies, Volusia County Growth Management Commission and abutting jurisdictions.
- ☐ To be determined – City Commission Comprehensive Plan amendments public hearing, 2nd reading – adoption of amendments.

Project website:

<https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update>



COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 4: REVIEW MATRIX



CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

DEPARTMENT OF PLANNING MEMORANDUM

Added with re-adoption

TO: City Commission
FROM: Steven Spraker, AICP, Planning Director
DATE: July 21, 2024
SUBJECT: Comprehensive Plan 2045 Update, Changes from the transmittal draft sent to state agencies and Volusia County Growth Management Commission

During the transmittal draft of the Comprehensive Plan amendments, city staff received two requested changes. The first requested change were based on e-mail communications with St. Johns River Management District staff. Based on city staff's commitment to not delete existing Policy 5.1.19. of the Utilities Element, there was no comments or objections from the St. Johns River Water Management District review. The second requested change is from the Florida Department of Environmental Protection which was provided as a comment. The comment seeks compliance within the Utilities Element with 2023 House Bill 1379, now Florida Statute Section 163.3177(6)(c)3. City staff have coordinated with the Florida Department of Environmental Protection to address the outstanding comment.

Change 1: Utilities Element, Existing Policy 5.1.19. (to be Policy 5.1.18.)

The first reading of the Ordinance (transmittal draft) had Policy 5.1.19. of the Utilities Element to be deleted. In e-mail communications, St. Johns River Water Management District staff recommended maintaining this policy. St. Johns River Water Management District states that Policy 5.1.19. implements Florida Statute Section 163.3180(2). City staff have no objections to maintaining this Policy.

Utilities Element (Do not delete Policy)

~~POLICY 5.1.19.~~ POLICY 5.1.18.

The City shall issue no development orders or development permits without first consulting appropriate water suppliers to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the City of a Certificate of Occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a Certificate of Occupancy or its functional equivalent.

Change 2: Florida Statute Section 163.3177(6)(c)(3) – 2023 House Bill 1379

The Florida Department of Environmental Protection staff provided the comment below:

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169, which revised s. 163.3177, F.S., requiring local government comprehensive plans to address the following:

- Within the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments

visit our website: www.ormondbeach.org

must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and, for local governments not included within a designated Rural Area of Opportunity, a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage treatment and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.)

Based on the Department's records, the City of Ormond Beach has not addressed the above requirements, specifically the inclusion of the wastewater feasibility analysis described in s. 163.3177(6)(c)3, F.S. If applicable developments exist within the jurisdiction, the City must update their general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include the required information as soon as possible to address the existing noncompliance with s. 163.3177, F.S.

The following two Policies were developed to address the Florida Department of Environmental Protection comment. There is one subdivision, Hidden Hills, that is not connected to city sewer that is more than 50 lots and has a density of less than one unit per acre. The feasibility of connection to a central sewer system was previously reviewed with the Utility Master Plan and deemed financially unfeasible at this time. Future updates to the Utility Master Plan will continue to review the feasibility of a central sewer connection. Below are the two proposed Policies based on the Florida Department of Environmental Protection comment.

Utilities Element

POLICY 1.4.7.

Within the City of Ormond Beach's utility service area for any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, the City outlines the feasibility of providing sanitary sewer services within the City's Utility Master Plan. There is one subdivision within the City's limits which is not connected to central sewer that has a density of less than 1 unit per acre. Based upon the findings from the latest Master Plan cost estimate, this subdivision is deemed not feasible to connect to central sewer based on cost. The City will re-evaluate this with future Utility Master Plan updates. An onsite sewage treatment and disposal system is presumed to exist on a developed parcel if sanitary sewer services are not available at or adjacent to the parcel boundary.

POLICY 1.4.8.

Sanitary sewer flows from current developments within the City of Ormond Beach's service area are received at the Water Reclamation Facility (WRF) on Orchard Street. The City of Ormond Beach is currently in the planning process of establishing a new wastewater treatment facility in the western region of the utility's service area. Projected flows from potential developments will be served by both facilities once the new facility has been completed.

The Annual Average Daily Flow (AADF) capacity of the facilities in the City of Ormond Beach's service area and the projected wastewater flow at these facilities for the next 20 years are depicted in Table 1. All values in Table 1 are in millions of gallons per day (MGD). Expected future new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer

are currently on a 20-year planning horizon as demonstrated in the Utility Master Plan collection and distribution Systems, as may be amended periodically.

Table 1
Project AADF Wastewater Flow Projection

<u>Year</u>	<u>Total AADF to Orchard WRF*</u>	<u>Total AADF to Western Utility WRF**</u>	<u>Total AADF Wastewater Flow</u>
<u>2025</u>	<u>5.69</u>		<u>5.6</u>
<u>2030</u>	<u>7.5</u>		<u>7.5</u>
<u>2035</u>	<u>6.6</u>	<u>3.0</u>	<u>9.6</u>
<u>2045</u>	<u>7.5</u>	<u>4.0</u>	<u>11.5</u>

*The current permitted capacity of the Orchard St WRF is 8.0 MGD.

If there are any questions, please contact me via e-mail at Steven.Spraker@ormondbeach.org or via telephone at (386) 676-3341.

INTRODUCTION <u>PLAN ADMINISTRATION</u>	Recommended Action						Explanation/Modification
	Keep	Delete	New	Replace	Move	Modify	
PLAN ADMININSTRATION DECEMBER 29, 2024							
A. INTRODUCTION This Chapter sets forth the guidelines and criteria for administering the Ormond Beach Comprehensive Plan. Proper Plan administration requires the establishment of procedures to ensure that the Plan provides for a means of Plan interpretation, Plan interpretation appeals, and Plan amendment.	X						No changes to text, modify format
B. PLAN INTERPRETATION It is the responsibility of the Planning Department Director (hereinafter referred to as the Director) to interpret the Comprehensive Plan and its application to public and private land and to activities permitted thereon. Plan interpretations are to be based on the applicable text, maps, figures and tables within the adopted Comprehensive Plan along with the support documentation developed to support the Comprehensive Plan. Plan interpretations shall be based upon the following guidelines: 1. <u>Use and Status of Support Documentation</u> – The City’s supporting data and analysis establishes the base data complied to support the Comprehensive Plan. The support documentation is not adopted as part of the Plan but may be used in any review, interpretation and update of the adopted Comprehensive Plan. The support documentation may be updated periodically and portions may be incorporated as a Plan amendment if deemed appropriate. 2. <u>Interpretation of Conflicts</u> – Conflicts shall be judged under the following guidelines: a. In the event of any difference of meaning or implication between the text of the Plan and any caption, illustration, summary table, or illustrative table, the text shall control. b. In the event of an apparent conflict between the Future Land Use Map and any other map or figure in the adopted Comprehensive Plan, the Future Land Use Map shall control.	X						Modify format. Spell out Florida Statues

INTRODUCTION <u>PLAN ADMINISTRATION</u>	Recommended Action						Explanation/Modification
	Keep	Delete	New	Replace	Move	Modify	
c. In the event of an apparent conflict between Plan goals, objectives and policies or any other portion of the Plan text, the Plan goals, objectives and policies shall control. 3. <u>Interpretation of Undefined Terms</u> – Terms not otherwise defined herein shall be interpreted first by reference to the relevant provisions of the Local Government Comprehensive Planning and Land Development Regulation Act Part II, Chapter 163 F.S. <u>Florida Statutes</u>, or other relevant and appropriate State Statutes or Administrative Rules if specifically defined therein; secondly, by reference to generally accepted planning or otherwise professional terminology if technical; and otherwise according to the latest edition of Webster’s New Collegiate Dictionary. 4. <u>Administrative Interpretations</u> – It is the responsibility of the Director to make Comprehensive Plan administrative interpretations. Applications for an administrative interpretation together with the appropriate fee as may be required by resolution of the City Commission shall be filed with the Director. Administrative interpretations may be required as a result of one of the following actions: a. Failure to obtain a Comprehensive Plan consistency finding based on submission of a building permit, or subdivision or site plan application: In the event a building permit, or subdivision or site plan application is found inconsistent with the Plan, the application may be forwarded to the Director for an administrative interpretation. The building permit, or subdivision or site plan application shall serve as the application for an administrative interpretation. b. Request for interpretation of land use designation boundaries: Written requests are required for administrative interpretations related to land use designation boundaries. The request shall include a legal description of the parcel(s) and depending on the circumstance a current survey may be required. The applicant may submit additional materials that he feels supports his application and the Director may ask for additional information to explain said request. c. Any other action that would require a Comprehensive Plan interpretation.							

INTRODUCTION <u>PLAN ADMINISTRATION</u>	Recommended Action						Explanation/Modification
	Keep	Delete	New	Replace	Move	Modify	
Any affected party may make application for an administrative interpretation of the Comprehensive Plan. The application would be for a set of circumstances not covered under one of the aforementioned interpretations. Specifically, the application shall include a written statement which clearly identifies the section or sections of the Plan for which an interpretation is required along with references to text, maps, figures and support document(s) which the applicant feels supports the application. 5. <u>Administrative Interpretation of Plan Consistency and its Relationship to the Concurrency Provisions of the Capital Improvements Element</u> – An administrative interpretation resulting in a determination of consistency does not constitute a determination of concurrency, which is a separate determination that is subject to Article 7, Concurrency Management, of the City Land Development Code and the concurrency provisions of the Comprehensive Plan’s Capital Improvements Element. 6. <u>Appeal of an Administrative Interpretation</u> – Any administrative interpretation made by the Director under the provisions of this Chapter may be appealed to the City Commission. Appeals may be initiated by any person aggrieved, or by any officer, board, department or agency of City Government. An appeal shall be submitted within 10 days after rendition of the interpretation by filing with the Director and with the Legal Department, a written Notice of Appeal specifying its grounds together with the appropriate fee, as may be required by resolution of the City Commission. The appeal shall be submitted on a form prescribed by the Director. Upon receipt of the Notice of Appeal, the Director shall transmit to the City Commission all documents, plans, papers, minutes, applications, recommendations or other materials relating to the appealed decision. In its deliberations, the City Commission shall decide that the interpretation of the Director is either consistent or inconsistent with the Comprehensive Plan and then shall direct the disposition of the appeal. In lieu of a consistency/inconsistency ruling, the Commission may determine that the scope of the appeal goes beyond a simple interpretation of the Plan and deals with a substantive issue affecting City policy. Having made such a determination, the City Commission may then refer the application to the Planning Board. The Board							

INTRODUCTION <u>PLAN ADMINISTRATION</u>	Recommended Action						Explanation/Modification
	Keep	Delete	New	Replace	Move	Modify	
shall review the appeal to determine its policy implications and recommend whether or not the appeal would constitute a Comprehensive Plan amendment. 7. <u>Recourses to Decisions of the City Commission</u> – Any City Commission decision on an administrative interpretation may be appealed by an aggrieved person, to the Circuit Court for review by certiorari, within 30 days after the rendition of the City Commission decision. The aggrieved person shall notify all interested persons as required by law and shall have established a record before the City Commission during its hearing on the appeal.							
C. PLAN AMENDMENTS From time to time it will be necessary to amend the Comprehensive Plan to keep up with changing conditions, to comply with State mandated updates and evaluations, to achieve implementation of the Plan and to provide citizens and affected parties a means of recourse to participate in the City’s Comprehensive Plan Program. All amendments to the Comprehensive Plan shall, as a minimum, comply with the advertising requirements as prescribed by Part II, Chapter 163 F.S. and by City Ordinance. Any action which requires that a change be made to any of the maps, text, figures, tables or charts and any other change having the effect of altering the use of land as prescribed by this Plan shall be deemed to require a Comprehensive Plan amendment. Plan amendments may be initiated by elected bodies, public agencies, appointed officials, advisory boards, public, semi-public or private utilities, individuals and groups, or any other affected person or combinations thereof. 1. <u>Types of Comprehensive Plan Amendments</u> – The Comprehensive Plan may be amended as a result of one of the following types of applications: a. Mandated Amendment - an amendment required to comply with State laws and rules thereof. A mandated amendment would include court directed settlements in accord with State law. b. Administrative Amendment – an amendment which is initiated by the City Commission through their own actions or acting on the advice or recommendation of the Planning Board, staff or other agency of government.						X	Section 163.3184 F.S was amended and changed the processing requirements. There are no longer comprehensive plan amendment cycles.

INTRODUCTION <u>PLAN ADMINISTRATION</u>	Recommended Action						Explanation/Modification
	Keep	Delete	New	Replace	Move	Modify	
c. Development Amendment – an amendment which is initiated by the property owner or their authorized agent to change the Plan so that a particular development type or land use not otherwise consistent with the Plan, would become consistent following the adoption of the amendment. Applicants may be a single individual owning a single parcel or two or more individuals owning contiguous land areas. Applicants may also be an individual or groups of individuals owning 51% <u>percent</u> or more of the subject land area. Applicants may be private individuals sponsoring a residential, commercial, industrial or related use or a public agency sponsoring a public use amendment subject to the Comprehensive Plan. d. Small Scale Development Amendment – a Development Amendment that qualifies under the small-scale development amendment provisions of Section 163.3187(1)(a-e) F.S. and Section 3, below. This Section exempts small-scale amendments from the two-a-year amendment limitations and provides for an accelerated review and adoption schedule. 2. <u>Submission of an Application for a Comprehensive Plan Amendment</u> – a. Mandated and Administrative Amendments shall not require a formal application, but shall be processed consistent with the amendment requirements of Part II, Chapter 163 F.S. and Administrative Rule 9J-5. No fee is required for a Mandated or Administrative Plan Amendment. b. Development Amendment applications shall be submitted to the Planning Department on a form prescribed by the Director, together with the appropriate fee as may be required by resolution of the City Commission. Development Amendments may require a pre-application meeting. If required, the Planning Department will schedule the pre-application meeting and may invite other public agencies and representatives as appropriate to attend the meeting. 3. <u>Notification Requirements of Small-Scale Development Amendments</u> – Small-Scale Development Amendments require the notification of adjacent property owners in the manner described herein:							(continued) Section 163.3184 F.S was amended and changed the processing requirements. There are no longer comprehensive plan amendment cycles. Administrative Rule 9J-5 was repealed in 2011 and all references are now obsolete.

INTRODUCTION <u>PLAN ADMINISTRATION</u>	Recommended Action						Explanation/Modification
	Keep	Delete	New	Replace	Move	Modify	
For the purpose of a Small-Scale Amendment, adjoining property is intended to include property for which any portion of the boundary is contiguous to any portion of the boundary of the property encompassed by the proposed “Small-Scale Amendment” and which is not owned or leased by the individual(s) having ownership of the property encompassed by the proposed Small-Scale Amendment. In the case of an intervening easement or right-of-way, this term shall mean the property adjoining said easement or right-of-way which is not owned by the owner(s) of the property encompassed by the proposed Small-Scale Amendment. Where the proposed Small-Scale Amendment encompasses part of a larger property owned or leased by the same individual(s), the boundary of the larger property shall be used to determine the adjoining property(ies). At least ten days prior to the Planning Board and City Commission scheduled public hearing date, the landowner, or his duly authorized agent, city shall mail notice of the public hearing to the owner(s) of adjoining property. The latest ad valorem tax record shall be used to identify the name and address of the adjoining property owner(s). Said notice, which is to be mailed by certified regular-mail –return receipt requested, shall set forth the time, day, place and purpose of the public hearing. The Planning Department will provide the owner or his authorized agent with a notice form. The owner or his authorized agent shall acknowledge receipt of the notice form. It is the intent of this provision that only one said mailing is required to be sent to the owner(s) of the property involved in the proposed Small-Scale Amendment which is not owned or leased by the owner(s) of the property encompassed by the proposed Small-Scale Amendment. A copy of said notice shall be available for public inspection during the Planning Department’s regular business hours. 4. <u>Processing of Plan Amendment Applications</u> – Upon the Director’s determination that the application is complete, the Department shall prepare a staff report with all applicable exhibits, information and materials and schedule the application for a Planning Board hearing. The Planning Board shall consider the staff report and forward its recommendation on said Plan amendment to the City Commission. It shall be the responsibility of the City Commission to							(continued) Section 163.3187(1)(a-c) F.S was amended and Small Scale amendments are now defined as 50 acres or less instead of 10 acres. The City requires mail notice of small scale land amendments above state notification requirements. Staff proposes to also require mail notice for City Commission meeting (performed now as policy). Staff has discovered

INTRODUCTION <u>PLAN ADMINISTRATION</u>	Recommended Action						Explanation/Modification
	Keep	Delete	New	Replace	Move	Modify	
approve, approve with conditions, continue, or deny the Plan amendment. All Plan amendments must meet the requirements as set forth by Part II, Chapter 163, F.S. and Section 3 above, for Small Scale Amendment and the applicable Rules of the Volusia Growth Management Commission. Plan amendments are not in effect until the Volusia Growth Management Commission makes a determination of consistency in accordance with their Rules and the Florida Department of Community Affairs determines that the Plan amendment is in compliance with Part II, Chapter 163 F.S. and Administrative Rule 9J-5.							that regular mail notice has been more effective in reaching property owners and residents. Modify format.
D. RIGHT TO CHALLENGE DEVELOPMENT ORDER CONSISTENCY WITH COMPREHENSIVE PLAN The right of any aggrieved or adversely affected party to bring action for injunctive or other relief against the City of Ormond Beach to prevent the City Commission from taking any action on a development order that is not consistent with the Comprehensive Plan shall be as set forth in Part II, Chapter <u>Section 163.3215 F.S.</u>							No changes to text, modify format
<u>ACRONYMS AND ABBREVIATIONS</u>			X				All new acronyms and abbreviations added, see element for complete list.
<u>DEFINITIONS OF TERMS AND WORDS</u>			X				All new definitions added, see element for complete list.

Goals, Objectives, Policies			Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
OVERVIEW	The Future Land Use Element establishes the pattern of land uses and location of urban growth for the City of Ormond Beach through <u>2025 2045</u>. It identifies locations in the City of Ormond Beach where various land uses and intensities of use will be permitted to occur in the future. It establishes and articulates broad policy in keeping with the traditional role of the Comprehensive Plan as a framework for future development. The Future Land Use Element reflects previously adopted plans, current development trends, established land uses, and zoning patterns. Upon adoption, the Future Land Use Element sets forth the City’s policy regarding future zoning and land use patterns. The major goal of the Future Land Use Element is to achieve the highest quality of life for all the residents of the City, its visitors and businesses by managing growth in a manner that is consistent with sound social, economic, fiscal, and environmental principals. The element reflects existing urban service capacities and constraints, and it also establishes locations where future service improvements will follow.							X	Minor text amendment to update to the new long-range planning year.
	Regarding public infrastructure, the areas adjacent to existing public infrastructure will be the primary areas for future infrastructure development. Expansion of existing facilities in a fiscally and environmentally appropriate manner will be the primary objective. The intent is to maximize efficiency of urban services through compact development and utilization of existing development and facilities for planned developments otherwise consistent with the City of Ormond Beach Comprehensive Plan.								
		In addition to encouraging development near existing or planned public facilities, areas that are outside the proposed development areas or contain environmentally sensitive or historical attributes will receive							X

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
OVERVIEW	special attention to ensure proper management of the City’s natural and historic resources. The Future Land Use Element contains all of the material required by Section 163.3177, <i>Florida Statutes</i> , (6)(a), (F.S.) and Section 9J-5.006, <i>Florida Administrative Code</i> (F.A.C.) which establish the minimum requirements for the content of the Future Land Use Element. The adopted components of the Future Land Use Element include the Goals, Objectives and Policies and the Future Land Use Map presented as Figure 1.								
GOAL 1. FUTURE LAND USE CATEGORIES	The Future Land Use categories are declared to be a part of the adopted Future Land Use Policies. The general future land use categories have been developed to help in the determination of where development should occur through 2025 2045. The categories are described below: <u>in the objectives and policies below.</u>						X	Modify date. Converted format into Goals, Objectives, and Policies.	
1. OBJECTIVE 1.1. RESIDENTIAL	<u>The Future Land Use Map shall include the following Residential land use categories.</u>				X			Converted format into Goals, Objectives, and Policies.	

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
<u>POLICY 1.1.1.</u>	A.—Rural Estate/Agriculture (REA) <i>Purpose:</i> To protect the rural character of certain sections of the City where lands are environmentally sensitive, and also to protect those areas where it is the desire of the property owners to maintain their exurban character. Limited agricultural uses, such as kennels and veterinarians, and institutional uses may be permitted in accordance with the maximum floor area ratio. <i>Density:</i> 1 unit per five acres <i>Maximum FAR Floor Area Ratio:</i> 0.2							X Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
<u>POLICY 1.1.2.</u>	B.—Rural Residential (RR) <i>Purpose:</i> To provide one-acre or larger “exurban” homesites for those landowners who desire a semi-rural environment in close proximity to urban facilities and services. Areas in this classification can also serve as a transition zone between Rural Estate/Agricultural uses and areas proposed for development at suburban level densities. Institutional uses may be permitted in accordance with the maximum floor area ratio. <i>Density:</i> 1 unit per 2.5 acres to 1 unit per acre <i>Maximum FAR Floor Area Ratio:</i> 0.2							X Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
<u>POLICY 1.1.3.</u>	C.—Suburban Low Density Residential (SLDR) <i>Purpose:</i> To establish development guidelines, densities and land uses appropriate to the undeveloped and outlying suburban areas of the City, including areas that may be the subject of future annexations within the Ormond Water and Sewer Utility Service Area. It is the intent of the SLDR District to establish density standards that will achieve an intensity of development approximately 20% to 30% less than in the urban core (e.g., 1.6 to 2.5 units per acre, gross density) while encouraging smart growth principles such as compact and cluster							X Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
<u>POLICY 1.1.3.</u>	development to reduce the cost of extending utilities and allow for the efficient delivery of government services. Maximum potential density or holding capacity within the SLDR District is determined on a case by case basis based on site specific conditions relative to on-site environmental constraints and the availability of central water and sewer services. Environmental constraints for each parcel of property proposed for development are synthesized from the high water table, soil characteristics and flood prone area data derived from the U.S. Soil Conservation Service study and the National Flood Insurance Program maps. This information is used by the applicant to arrive at the maximum potential density, or holding capacity, for a particular parcel of land. Actual densities may differ from the maximum potential densities due to zoning requirements that establish minimum lot sizes and setbacks and due to environmental protection requirements, that are designed to maintain the integrity of the natural ecological system. The actual density figure is dependent upon the degree of severity of the environmental constraints, the availability of central utilities, and the type of development that is proposed. Limited daily-need retail, not to exceed 20% of the gross project area, and institutional uses may be permitted in accordance with the maximum floor area ratio. <i>Density:</i> Minimum .2-6 units per acre. Requires holding capacity analysis per the Land Development Code. <i>Maximum FAR-Floor Area Ratio:</i> 0.2							X Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
<u>POLICY 1.1.4.</u>	D.–Low Density Residential (LDR) <i>Purpose:</i> To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio. <i>Density:</i> up to 4.3 units per acre Maximum FAR–Floor Area Ratio: 0.2							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
<u>POLICY 1.1.5.</u>	E.–Medium Density Residential (MDR) <i>Purpose:</i> To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio. <i>Density:</i> Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed. Maximum FAR–Floor Area Ratio: 0.3							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
<u>POLICY 1.1.6.</u>	F.–High Density Residential (MHDR) <i>Purpose:</i> To provide lands suitable for the development of multi-family residential structures. Institutional uses may be permitted in accordance with the maximum floor area ratio. <i>Density:</i> Minimum 12-32 units per acre. Maximum FAR–Floor Area Ratio: 0.3							X	Converted format into Goals, Objectives, and Policies. Corrected MDR to HDR Spell out Floor Area Ratio

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
2. <u>OBJECTIVE 1.2.</u> COMMERCIAL	<u>The Future Land Use Map shall include the following Commercial land use categories.</u>				X				Converted format into Goals, Objectives, and Policies
<u>POLICY 1.2.1.</u>	A.—General Commercial (GC) <i>Purpose:</i> A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR <u>Floor Area Ratio</u> should be 0.2. <i>Density:</i> Maximum: 32 units per acre. <i>Maximum FAR Floor Area Ratio:</i> 0.7 (2.0 within the Downtown Community Redevelopment area)							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
<u>POLICY 1.2.2.</u>	B.—Heavy Commercial (HC) <i>Purpose:</i> A multi-use land use category to provide for the sale, service, display, and storage of certain commodities which, by their nature, are not compatible with most retail uses. Such uses are often related to the automobile, but may also include business and home improvement services. For projects that propose a mixture of residential and non-residential uses, the minimum FAR <u>Floor Area Ratio</u> should be 0.2. <i>Density:</i> Maximum: 18 units per acre. <i>Maximum FAR Floor Area Ratio:</i> 0.8							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
<u>POLICY 1.2.3.</u>	C.—Tourist Commercial (TC) <i>Purpose:</i> A multi-use land use category to provide uses along the Atlantic Ocean, SR A1A and highway interchanges, that include transit availability, retail services, tourist attractions, restaurants, multi-family and lodging to visitors to the City. For projects that propose a mixture							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
	of residential and non-residential uses, the minimum FAR <u>Floor Area Ratio</u> should be 0.2. <i>Density:</i> Maximum: 32 units per acre. <i>Maximum FAR-Floor Area Ratio:</i> 1.5							
<u>POLICY 1.2.4.</u>	D. Residential, Office, Retail (ROR) <i>Purpose:</i> A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum FAR <u>Floor Area Ratio</u> should be 0.2. <i>Density:</i> Maximum: 15 units per acre. <i>Maximum FAR-Floor Area Ratio:</i> Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.							Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
<u>POLICY 1.2.5.</u>	E. Low Intensity Commercial (LIC) <i>Purpose:</i> A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum FAR <u>Floor Area Ratio</u> should be 0.2. <i>Density:</i> Maximum 10 units per acre. <i>Maximum FAR-Floor Area Ratio:</i> 0.6							Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Future Land Use Element, February 18, 2025									
3. OBJECTIVE 1.3. PUBLIC INSTITUTIONAL	<u>The Future Land Use Map shall include the following Public Institutional land use category.</u>				X				Converted format into Goals, Objectives, and Policies.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
<u>POLICY 1.3.1.</u>	A.—Public Institutional (PI) <i>Purpose:</i> This category includes governmental and public uses, such as City Hall, post offices, fire and police stations, and libraries; educational facilities, such as elementary, middle, and high schools, whether public, parochial or private; cemeteries; religious facilities; airport, hospitals, and other facilities, such as civic associations and service clubs, child care centers, and facilities for the care of the aged and infirm. Public uses are provided for in all zoning districts either as permitted or special exception uses. The City does not have a special zoning district for this land use category. Therefore, the underlying zoning district may be any district, provided that it is compatible with the surrounding zoning districts and the use of the parcel is consistent with the uses allowed in the district. In districts where such uses may be questionable, a public hearing may be required. Due to the scale and impracticability of showing all public/institutional uses, such uses are not always shown on the Land Use Map, even when permitted. <i>Density:</i> Maximum: Not permitted. <i>Maximum FAR—Floor Area Ratio:</i> 0.8 (2.0 within the Downtown Community Redevelopment area)							X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio
<u>4. OBJECTIVE 1.4. INDUSTRIAL</u>	<u>The Future Land Use Map shall include the following Industrial land use category.</u>				X				Converted format into Goals, Objectives, and Policies.
<u>POLICY 1.4.1.</u>	A.—Light Industrial/Utilities (LI/U)							X	Converted format into Goals, Objectives, and Policies.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	<i>Purpose:</i> To provide for the location of light industrial operations and similar uses and would generally include the I-1 (Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit. <i>Density:</i> Not permitted. <i>Maximum FAR-Floor Area Ratio:</i> 0.8							Spell out Floor Area Ratio	
	B. Heavy Industrial Purpose: To depict those areas of the City that are now developed, or appropriate to be developed, in a general industrial manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. Heavier industrial land uses are generally appropriate to locations with sufficient size to encourage either an industrial park type arrangement with provision for internal service access or as a stand-alone industrial location, both of which incorporate adequate buffering of adverse noise, odor, or emissions; with minimal adverse impact on adjoining uses; and served directly by an arterial road network as well as by transit. Density: Not permitted. Maximum FAR: 0.75			X				The area around Hull Road had property in Volusia County that is designated for Heavy Industrial uses. Development of residential uses, the municipal airport, and sports complex makes the Heavy Industrial use incompatible with existing land uses.	
5. OBJECTIVE 1.5. RECREATION/ OPEN SPACE	<u>The Future Land Use Map shall include the following Recreation/Open Space land use category.</u>				X			Converted format into Goals, Objectives, and Policies.	
POLICY 1.5.1.	A. Recreation/Open Space (R/OS) <i>Purpose:</i> To provide land for public, semipublic, or privately-owned areas intended for active recreational uses. Permitted uses within this						X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	category include ball fields, golf courses, archery ranges, sports complexes, outdoor recreation areas, contoured golf courses, public parks, picnic areas and gymnasiums. Recreation uses are provided for in all zoning districts as principal uses or special exceptions depending on the specific districts and whether they are public or private and indoor or outdoor. Density: Not permitted. Maximum FAR-Floor Area Ratio: 0.5								
6. OBJECTIVE 1.6. OPEN SPACE/ CONSERVATION	he Future Land Use Map shall include the following Open Space/Conservation land use category.				X			Converted format into Goals, Objectives, and Policies.	
POLICY 1.6.1.	A. Open Space/Conservation (OS/C). Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major waterbody, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts. Density: Not permitted. Maximum FAR-Floor Area Ratio: 0.5						X	Converted format into Goals, Objectives, and Policies. Spell out Floor Area Ratio	
	B. Activity Center Purpose: To encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities. Density and intensity standards are listed under Policy 1.7.7 of the Future Land Use Element.						X	Created new Objective 1.7.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification																			
			Keep	Delete	New	Replace	Move	Modify																				
Future Land Use Element, February 18, 2025																												
<u>OBJECTIVE 1.7.</u> <u>ACTIVITY CENTER</u>	<u>The Future Land Use Map shall include the following Activity Center land use category.</u>				X				Converted format into Goals, Objectives, and Policies.																			
<u>POLICY 1.7.1.</u>	<u>B.-Activity Center</u> <u>Purpose:</u> To encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities. <u>Density:</u> Maximum 2,950 residential units. <u>Non-Residential Building Area permitted:</u> <table><tr><td></td><td><u>Total Non-Residential Building Area ⁽¹⁾</u></td></tr><tr><td><u>Commerce Park:</u></td><td></td></tr><tr><td><u>Office</u></td><td><u>900,000 sq. ft.</u></td></tr><tr><td><u>Business Park/Flex Space</u></td><td><u>350,000 sq. ft.</u></td></tr><tr><td><u>Light Industrial</u></td><td><u>800,000 sq. ft.</u></td></tr><tr><td><u>Mini-warehouse</u></td><td><u>240,000 sq. ft.</u></td></tr><tr><td><u>Warehouse</u></td><td><u>560,000 sq. ft.</u></td></tr><tr><td><u>Commercial</u></td><td><u>200,000 sq. ft.</u></td></tr><tr><td><u>Institutional</u></td><td><u>165,000 sq. ft.</u></td></tr><tr><td><u>Elementary School</u></td><td><u>720 students</u></td></tr></table> <u>The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion of non-residential uses within the Ormond Crossings Activity Center to</u>		<u>Total Non-Residential Building Area ⁽¹⁾</u>	<u>Commerce Park:</u>		<u>Office</u>	<u>900,000 sq. ft.</u>	<u>Business Park/Flex Space</u>	<u>350,000 sq. ft.</u>	<u>Light Industrial</u>	<u>800,000 sq. ft.</u>	<u>Mini-warehouse</u>	<u>240,000 sq. ft.</u>	<u>Warehouse</u>	<u>560,000 sq. ft.</u>	<u>Commercial</u>	<u>200,000 sq. ft.</u>	<u>Institutional</u>	<u>165,000 sq. ft.</u>	<u>Elementary School</u>	<u>720 students</u>						X	Re-number from B to Policy 1.1.7. Added the residential and non-residential entitlements of Policy 1.7.7. Converted format into Goals, Objectives, and Policies.
	<u>Total Non-Residential Building Area ⁽¹⁾</u>																											
<u>Commerce Park:</u>																												
<u>Office</u>	<u>900,000 sq. ft.</u>																											
<u>Business Park/Flex Space</u>	<u>350,000 sq. ft.</u>																											
<u>Light Industrial</u>	<u>800,000 sq. ft.</u>																											
<u>Mini-warehouse</u>	<u>240,000 sq. ft.</u>																											
<u>Warehouse</u>	<u>560,000 sq. ft.</u>																											
<u>Commercial</u>	<u>200,000 sq. ft.</u>																											
<u>Institutional</u>	<u>165,000 sq. ft.</u>																											
<u>Elementary School</u>	<u>720 students</u>																											

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	<u>residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease per Policy 2.7.7. of the Future Land Use Element.</u>								
GOAL 1. GOAL 2. LAND USE DISTRIBUTION	FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER. THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.	163.3177						X No change to text. Re-numbered.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Future Land Use Element, February 18, 2025									
OBJECTIVE 4.1.2.1. <u>2.1.</u> RESIDENTIAL LAND USE	Ensure the availability of adequate lands to meet the residential land use needs of the community.	163.3177						X	No change to text. Re-numbered.
POLICY 4.1.1.2.1.1.	The basic unit of measurement for residential density is dwelling unit per gross residential acre. In calculating maximum potential densities for any given parcel of property, such calculations shall be exclusive of that portion of the property, which is considered to be submerged lands. Assisted living facilities and transient lodging shall be measured based on the floor area ratio with the maximum number of units established in the Land Development Code.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 4.1.2. <u>2.1.2.</u>	Continue to promote sound planning for the location and design of new residential developments including on-site common open space and recreation facilities.							X	No change to text. Re-numbered.
POLICY 4.1.3. <u>2.1.3.</u>	Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.							X	No change to text. Re-numbered.
POLICY 4.1.4. <u>2.1.4.</u>	Preserve the single-family estate character of oceanfront properties north of Granada Boulevard. Preserve the existing beachside, single-family residential areas, south of Granada Boulevard and east of South Atlantic Avenue, by maintaining their land use designation of “Low Density Residential.”							X	No change to text. Re-numbered.
POLICY 4.1.5. <u>2.1.5.</u>	Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.							X	No change to text. Re-numbered.
POLICY 4.1.6. <u>2.1.6.</u>	Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.							X	No change to text. Re-numbered.
POLICY 4.1.7. <u>2.1.7.</u>	Continuously review and modify development and building regulations to provide for sound residential communities and quality housing.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Future Land Use Element, February 18, 2025									
POLICY 1.1.8. <u>2.1.8.</u>	Maintain the holding capacity requirement of the SLDR <u>Suburban Low Density Residential</u> land use designation in the Land Development Code.							X	Spell out acronym. Re-numbered.
POLICY 1.1.9. <u>2.1.9.</u>	Medium and high-density multi-family residential development shall be encouraged near employment centers with convenient access to public recreational facilities, the thoroughfare system and mass transit routes.							X	No change to text. Re-numbered.
POLICY 1.1.10. <u>2.1.10.</u>	Provide opportunities for housing geared to lower income families and the elderly in close proximity to shopping areas, mass transit facilities, convenient shopping, hospitals and recreational opportunities by designating these “opportunity” areas as Medium Density Residential on the Future Land Use Map.							X	No change to text. Re-numbered.
POLICY 1.1.11. <u>2.1.11.</u>	Encourage medium density multi-family residential development within the Downtown CRA <u>Community Redevelopment Area</u> and in areas where excessive commercial uses currently occur. Generally, maintain the current density ranges in the core City while providing for lower density development in the perimeter areas of the City.							X	Spell out acronym. Re-numbered.
POLICY 1.1.12. <u>2.1.12.</u>	The City shall continue to implement its Community Development Block Grant Program to improve the general quality of existing viable, but deteriorating neighborhoods, and remove blighting influences, in accordance with the programs described in the Housing Element. Building and housing codes shall be strictly enforced to help prevent or eliminate urban blight.							X	No change to text. Re-numbered.
POLICY 1.1.13. <u>2.1.13.</u>	Encourage the redevelopment of blighted residential areas and promote the rehabilitation of deteriorated residential areas to increase the supply of affordable housing.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 1.1.14. <u>2.1.14.</u>	Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit-oriented development and walkable residential areas.							X	No change to text. Re-numbered.
POLICY 1.1.15.	Densities in the Medium Density Residential (MDR) land use category shall be limited as provided in Section B of the Future Land Use Element. Notwithstanding, on or after April 1, 1993, whenever an individual site is designated MDR and zoned Manufactured Home Community District (T-1), the density of development of such site shall be limited to a maximum of 5 du/ac. In the event that such site is subsequently rezoned or is otherwise developed under zoning provisions other than those for the Manufactured Home Community District, the maximum density shall nevertheless remain 5 du/ac unless changed pursuant to a duly adopted amendment to the Comprehensive Plan.			X					Proposed to be deleted.
POLICY 1.1.16. <u>2.1.15.</u>	Properties with the REA Rural Estate/Agriculture land use designation shall maintain their existing land use density. These properties shall not have their land use modified to permit more intensive residential uses.							X	Spell out acronym. Re-numbered.
OBJECTIVE 1.2.2.2. COMMERCIAL LAND USE	Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.	163.3177						X	No change to text. Re-numbered.
POLICY 1.2.1. <u>2.2.1.</u>	New development and redevelopment shall not exceed the FAR established in Section B <u>Floor Area Ratio</u> established in Goal 1 of the Future Land Use Element. Parking garages shall not be calculated as floor area ratio.							X	Updated acronym and referenced Goal 1. Re-numbered.
POLICY 1.2.2. <u>2.2.2.</u>	Auto based strip commercial development along existing and future roads shall be discouraged while compact centers located near major intersections with adequate off-street parking shall be encouraged. Uses generating high traffic volumes should be restricted to corner locations.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 4.2.3. <u>2.2.3.</u>	Shopping centers shall be located in areas along arterials with secondary access to another collector or arterial street providing convenient access to surrounding residential areas as well as opportunity to facilitate return trips. Such uses shall provide adequate off-street parking and loading spaces; adequate on-site traffic circulation; and be encouraged to incorporate landscaping and other aesthetic amenities in their design.							X	No change to text. Re-numbered.
POLICY 4.2.4. <u>2.2.4.</u>	Tourist oriented hotel/motel development and appropriate support facilities shall be located along A1A south of Granada Boulevard and near highway interchanges, and shall not be permitted to intrude into established residential areas north of Granada Boulevard nor established residential areas east of South Atlantic Avenue, further westward of A1A than is currently permitted south of Granada Boulevard.							X	No change to text. Re-numbered.
POLICY 4.2.5. <u>2.2.5.</u>	The redevelopment and renewal of blighted commercial areas shall be encouraged.							X	No change to text. Re-numbered.
POLICY 4.2.6. <u>2.2.6.</u>	New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.							X	No change to text. Re-numbered.
POLICY 4.2.7. <u>2.2.7.</u>	Maintain the tourist commercial character of the A1A corridor, except as noted in Policies 4.1.4. <u>2.1.4.</u> and 4.2.4. <u>2.2.4.</u> Design guidelines should be established in the Land Development Code <u>should be maintained</u> for all new development along the ocean so that, in the future, buildings will be homogeneous and compatible with surrounding constructions and will represent a common theme. Maintain oceanfront setbacks for properties located along the Atlantic Ocean. Oceanfront development should be airy and open with a minimum of interference with the ocean view and breeze.							X	The Land Development Code contains architectural and landscaping requirements for new development. Updated Policy references. Re-numbered.
POLICY 4.2.8. <u>2.2.8.</u>	Professional and medical uses shall be encouraged to locate along the Greenbelt corridor and in the area accessible to their respective clientele.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 1.2.9. <u>2.2.9.</u>	Commercial uses that require open storage should be developed with such areas in the rear while preserving the road frontage for offices, showrooms and landscaping. Adequate landscape buffers shall be provided and maintained by the property owner.							X	No change to text. Re-numbered.
POLICY 1.2.10. <u>2.2.10.</u>	Commercial truck traffic not destined for residential areas should not travel through residential areas.							X	No change to text. Re-numbered.
POLICY 1.2.11. <u>2.2.11.</u>	The present use of those sites that have billboards shall not be allowed to expand as long as the billboards, which are non-conforming structures, remain. <u>Billboards shall not be permitted to be reconstructed if destroyed as defined by state and local law. Reasonable repair and maintenance, not an expansion, is allowed and replacement material must be like kind as existing material.</u>							X	Major text amendment. Included language on destroyed and repair/maintenance. Re-numbered.
POLICY 1.2.12. <u>2.2.12.</u>	The City shall maintain an overlay district for US1 that encourages redevelopment with a mixture of open space, commercial and industrial uses to the north and commercial to the south, to create an attractive entranceway to the City, as implemented by the Land Development Code.							X	No change to text. Re-numbered.
POLICY 1.2.13. <u>2.2.13.</u>	Those properties for which a BPUD <u>Business Planned Unit Development</u> has been approved in the County can develop under those land uses, provided that the Development Agreement with the County is still valid and in effect. Applicants shall be encouraged to meet City land development standards.							X	Spell out Volusia County acronym. Re-numbered.
POLICY 2.1.14. <u>2.2.14.</u>	The City shall maintain citywide architectural standards for the new development and <u>substantial</u> redevelopment of existing buildings.							X	Include substantial redevelopment (over 50%) for existing buildings. Re-numbered.
OBJECTIVE 1.3. <u>2.3.</u> PUBLIC AND INSTITUTIONAL LAND	Ensure that public and institutional facilities are developed in support of residential developments and are based on projected needs.	163.3177						X	Minor text changes. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
USES									
POLICY 4.3.1. <u>2.3.1.</u>	Avoid deterioration of existing City facilities, and encourage renovation or expansion where needed.							X	No change to text. Re-numbered.
POLICY 4.3.2. <u>2.3.2.</u>	Coordinate with the School Board to provide for the location and development of schools where needed. Provide for shared use of facilities wherever feasible.							X	No change to text. Re-numbered.
POLICY 4.3.3. <u>2.3.3.</u>	The location of public and institutional facilities shall maximize their efficient use, minimize their cost and impact on the natural environment, and provide for an adequate level-of-service.							X	No change to text. Re-numbered.
POLICY 4.3.4. <u>2.3.4.</u>	Care facilities such as day-care centers, nursing homes and ALF's <u>assisted living facilities</u> , should be located in areas where their impact will be reduced such as on the perimeter of residential neighborhoods, or within residential neighborhoods on sites that can be developed with adequate buffers to prevent noise, visual, or traffic impacts on residential properties. When located in residential areas, they shall be designed in a way that will not interfere with the character of the neighborhood.							X	Spell out acronym. Re-numbered.
POLICY 4.3.5. <u>2.3.5.</u>	Public and private schools may be located in all zoning districts permitted under the residential and commercial land use classifications, except for the B-2 (Neighborhood Commercial) and the B-6 (Oceanfront Tourist Commercial) zoning district in the Tourist Commercial classification.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
OBJECTIVE 1.4.2.4. UTILITY/INDUSTRIAL LAND USES	Provide sufficient land area for the location of utility/industrial land uses, and encourage light industrial development in order to provide increased employment opportunities and to broaden the City’s economic base.	163.3177						X	No change to text. Re-numbered.
POLICY 1.4.1.2.4.1.	Light industry shall be encouraged to locate in the community in those areas where transportation, power, and water and sewer facilities are available or can be provided, and where impact on surrounding residential areas and the environment can be kept to a minimum.							X	No change to text. Re-numbered.
POLICY 1.4.2.	Heavy industrial uses shall be located to minimize impacts to adjoining properties, especially residential uses. It is anticipated that some heavy industrial uses will be annexed into the City as they require connection to City utilities. In general, the heavy industrial land use category should be used sparingly and where no adverse impacts can be demonstrated.			X					Heavy industrial land use proposed to be removed.
POLICY 1.4.3.2.4.2.	Continue to develop the Airport Business Park and encourage employee-intensive, light industry to locate there.							X	No change to text. Re-numbered.
POLICY 1.4.4.2.4.3.	Excessive air, noise, water, and visual pollution from industrial activities shall be prohibited and incorporation of landscaping and other aesthetic amenities in industrial project design shall be encouraged.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Future Land Use Element, February 18, 2025										
POLICY 1.4.5. <u>2.4.4.</u>	Industrial uses shall provide required buffers and landscaping to minimize the negative impact on surrounding less-intensive uses.							X	No change to text. Re-numbered.	
POLICY 1.4.6. <u>2.4.5.</u>	Development of industrial sites shall be coordinated with the Goals, <u>Objectives</u> , and Policies of the Conservation Element.							X	Minor text change - added Objectives. Re-numbered.	
POLICY 1.4.7. <u>2.4.6.</u>	Industrial sites with rail access shall be preserved to the maximum extent possible.							X	No change to text. Re-numbered.	
POLICY 1.4.8. <u>2.4.7.</u>	Blight in industrial areas should be avoided. Code enforcement activities shall continue to target such areas.							X	No change to text. Re-numbered.	
POLICY 1.4.9. <u>2.4.8.</u>	Industrial uses that require open storage of materials should not occupy sites along major roads. Where such uses occur, the road frontage shall be dedicated to showroom, office and landscaping uses, with the open storage proportion located in the rear. Adequate landscape buffers shall be provided and maintained by the property owner.							X	No change to text. Re-numbered.	
POLICY 1.4.10. <u>2.4.9.</u>	Industrial truck traffic not destined for residential areas should not travel through residential neighborhoods.							X	No change to text. Re-numbered.	
POLICY 1.4.11. <u>2.4.10.</u>	Adequate sites shall be provided for utility facilities and services (solid waste, drainage, potable water, sanitary sewer, electric, and telephone). Such facilities and services shall be improved and expanded to maintain adopted level of service standards consistent with the Capital Improvements Element.							X	No change to text. Re-numbered.	
POLICY 1.4.12. <u>2.4.11.</u>	Industrial and commercial operations shall minimize or, where possible eliminate, the following impacts on the environment: a. Odor, fumes, vapors, and gases; b. Erosion and stormwater runoff; c. Noise;							X	No change to text. Re-numbered.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	d. Fire and explosion hazards; e. Radioactive elements; f. Electromagnetic interference; g. Smoke, dust and dirt; h. Vibrations; i. Glare; j. Hazardous Waste; k. Toxic Waste; and l. Petroleum contaminants.								
OBJECTIVE 4.5.2.5. RECREATION/OPEN SPACE LAND USE	The City shall acquire or dedicate lands for the provision or expansion of active recreation facilities to meet the existing and future needs of the population, as determined in the Capital Improvements Element.	163.3177						X	Text – added land use. Re-numbered.
POLICY 4.5.1.2.5.1.	The recreation impact fee rebate program should be continued to offset the recreation and open space impacts of new development.							X	Text change - Impact fees are collected to offset the recreation and open space of new development. Not referred to as an impact fee rebate program. Re-numbered.
POLICY 4.5.2.2.5.2.	The City shall upgrade existing facilities when needed to assure that they provide for adequate active recreation opportunities.							X	No change to text. Re-numbered.
OBJECTIVE 4.6.2.6. OPEN SPACE/CONSERVATION LAND USE	The City shall acquire or dedicate lands to ensure their protection where there are environmental assets that shall be preserved, as well as providing community access and/or recreation opportunities/value to the community.	163.3177						X	Minor text amendment– added land. Re-numbered.
POLICY 4.6.1.2.6.1.	The City shall upgrade existing City-owned parks when, as financially feasible, to assure that they provide for adequate access to passive recreation areas.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification		
			Keep	Delete	New	Replace	Move		Modify	
Future Land Use Element, February 18, 2025										
POLICY 4.6.2. <u>2.6.2.</u>	The City shall maintain a zoning district category to assure protection of open space/conservation uses entitled: “Special Environmental District” (SE). The following criteria shall apply to the implementation of this Policy: ➤ The SE <u>Special Environmental zoning</u> district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines. This area includes mosquito impoundment districts. ➤ The SE <u>Special Environmental zoning</u> district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.							X	Spelled out SE – Special Environmental. Clarified zoning district Re-numbered.	
POLICY 4.6.3. <u>2.6.3.</u>	Project <u>Protect</u> existing agricultural lands by allowing existing agricultural operations to continue; rezoning of these lands should not occur unless requested by property owners.								X	Property owner would need to amend both land use and zoning designations. Re-numbered.
POLICY 4.6.4. <u>2.6.4.</u>	Encourage retention of natural vegetation and use of native plant species in all projects in order to reduce irrigation needs and minimize vegetation loss during deep freeze periods, protect wildlife habitat areas; and provide suitable natural open space areas in the urban environment.								X	Corrected punctuation; removed comma after “habitat areas” Re-numbered.
POLICY 4.6.5. <u>2.6.5.</u>	The City shall continually consider the acquisition of sensitive lands in the North US1 corridor and in the flood prone areas south of Granada Boulevard that are shown in the Future Land Use Map as Open Space/Conservation for passive open space use. Environmentally sensitive areas as defined in Policy 45.1.1. of this Element with an underlying land use in the Land Use Element are to be carefully monitored for on and off-site environmental impacts during the site plan review process.								X	Updated Policy reference from 4.1.1. to 5.1.1. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Future Land Use Element, February 18, 2025									
OBJECTIVE 1.7.2.7. ACTIVITY CENTERS <u>LAND</u> <u>USE</u>	The City of Ormond Beach establishes the “Activity Center” land use classification to encourage the development of master planned, mixed-use developments that serve as a catalyst for economic development opportunities and provide for balanced, integrated communities.	163.3177						X	Minor text amendment. Added land use.
POLICY 1.7.1.2.7.1.	The application of the Activity Center land use designation shall be limited to properties with minimum areas of 2,000 acres that are under single ownership. A Development of Regional Impact or rezoning to Planned Development shall be required of all properties designated as “Activity Center” on the Future Land Use Map. The Florida Community Renewal Act of 2009 identified that property owners can decide to not participate in the DRI <u>Development of Regional Impact</u> process if the project is located in a Dense Urban Land Areas (DULA’s). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as “Activity Center” shall be required to have a zoning classification of “Planned Development.” The City shall not use the “Activity Center” land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions: 1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need. 2. Fails to maximize use of existing and future public facilities and services. 3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines,							X	Spell out DRI acronym. Re-numbered.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
	beaches, bays, estuarine systems, and other significant natural systems. 4. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural activities, as well as passive agricultural activities, dormant, unique prime farmlands and soils. 5. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government. 6. Fails to provide a clear separation between rural and urban uses. 7. Results in the loss of significant open space.							
POLICY 4.7.2. <u>2.7.2.</u>	Development proposals for property designated as “Activity Center” shall provide for a diversity of land uses, including, but not limited to industrial, manufacturing, commercial, office, and residential. Emphasis shall be placed on developments that integrate linkages between related land uses; for example, a development that minimizes home to work trips through shorter distance and/or public transportation.						X	Corrected punctuation; added comma after “office” Re-numbered.
POLICY 4.7.3. <u>2.7.3.</u>	The following guidelines and standards shall be established through the DRI and rezoning to Planned Development procedures and shall, at a minimum, address the following: 1. Integration of land uses and enhancement of economic and environmental opportunities; 2. Urban design and architectural control; 3. Coordinated, transportation systems and access management standards;						X	Minor text amendment of deleting DRI reference. Ormond Crossings is not a DRI and the DRI process has been removed from state law. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Future Land Use Element, February 18, 2025								
	4. Innovative land use standards designed to protect and enhance environmental resources; 5. Coordinated and orderly provision of public utilities;and 6. Comprehensive provision of educational and recreational activities and facilities. This will require the coordination and approval of the DRI and/or rezoning to “Planned Development” by the appropriate staff member of the Volusia County School Board. 7. The following are specific design guidelines that are established to ensure that projects developed within the “Activity Center” land use provide for a balanced and sustainable mix of uses. All development shall, at a minimum, be required to: A. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements; B. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects; C. Use shared parking, access and loading facilities, as practical in an effort to reduce impervious surfaces; D. Promote vehicular, pedestrian, and non-vehicular movement throughout the Activity Center; E. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state)							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
	which promote linkage with other adjoining developments; and F. Use common frontage/service roads where appropriate; and G. Use shared or joint facilities, such as stormwater, bus stops, and utility easements. 8. The “Activity Center” land use must provide for a balance of uses within a framework of transportation, social and economic connectivity. The following guidelines will be applied to all projects developed through either a DRI or a Planned Development within the “Activity Center” land use category: A. There shall be an industrial component located near major transportation facilities to provide for employment opportunities and expansion of the City’s economic base. The development within these areas shall focus on manufacturing, distribution, and warehousing. Other ancillary uses may be allowed provided it is compatible with the industrial uses. B. There shall be commercial retail located at critical points to serve local and regional needs. Local retail uses shall be integrated within both residential and non-residential areas, for example within industrial and office complexes the integration of convenience shopping and restaurant uses will be encouraged. The development of town centers shall be identified so that vertical integration of office, retail and residential uses shall be massed in a compact urban form. Lastly, the location of regional retail centers should be located and developed in a manner that does not prohibit the							

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Future Land Use Element, February 18, 2025									
	development of industrial and office uses, nor shall it be inconsistent with efforts to develop compact town centers.								

POLICY 1.7.4.2.7.4.	There are limited opportunities to use this designation, given the existing land use pattern within the City and properties in adjacent unincorporated Volusia County. There is a property that is identified as "Ormond Crossings". This property is located west of US1 and straddles both sides of I-95. There are approximately 3,095 acres of land included in this amendment that will be <u>was</u> under the sole ownership of one corporation, Tomoka Holdings, L.L.C. The following provides generalized standards for any property that the City determines to be appropriate for this land use classification. There are also specific standards established solely for the "Ormond Crossings" development. The following are general standards that apply to all properties designated as "Activity Center" on the City's Future Land Use Map: 1. Land uses within Activity Centers shall include residential, office, business park/flex space, light industrial, mini-warehouse, warehouse, commercial, institutional, schools and recreation. The density and intensity of each land use and the percentage distribution among the mix of uses shall be provided in each land use plan amendment designating an Activity Center. 2. Contain a minimum of 2,000-acres under single ownership. 3. Located adjacent to major transportation systems such as interstate and intrastate highways, transit/bus route, rail lines and/or the municipal airport to ensure access to various modes of travel. 4. Incorporate a balanced integration of varied land uses that are interrelated and dependent on each other. For example, multi-family elements in close proximity to retail and work-related uses. 5. Provide for a land use pattern that emphasizes employment-based uses (light industrial, manufacturing, distribution, and corporate headquarters), daily and regional retail and various residential uses. 6. The land use pattern within Activity Centers shall be designed to ensure sufficient connectivity between these uses through							X	Minor text amendment to remove property owner which may change over time. Re-numbered.
---------------------------------------	--	--	--	--	--	--	--	----------	--

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Future Land Use Element, February 18, 2025								
	various travel opportunities. The intent is to internalize the trips and minimize the length of the home to work; home to school, and home to shopping trips. 7. Integrate urban design and architectural standards that provide for enhanced value and improved use of space. Typical standards would include, but not be limited to, the regulation and design of signage, tree preservation and landscape buffering, building placement and architectural style, parking arrangement and orientation, and pedestrian/transit opportunities. 8. Establishing specific master plans for the protection and enhancement of natural resources, including but not limited to, wetlands, protected species and protection of the floodplain. 9. Site development/civil engineering plans that emphasize connection to public supplies of water, sanitary sewer and effluent that provide incentives to projects to develop in areas appropriate for development. 10. Traffic circulation and access management that integrate the project into the local, county, regional, and State road system in a manner that maintains the applicable level of service. The focus is to ensure that the appropriate facility is being used to move the maximum volume of traffic in the most efficient way. 11. Establishing a master plan for recreational, public safety and educational facilities to serve the development. Emphasis shall be placed on integration of educational and recreational facilities to better serve the population. Public safety facilities shall be designed to serve the entire project and shall be							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	constructed at a time where there are adequate response times from the various public safety providers.								
POLICY 1.7.5-2.7.5.	The application of the Activity Center land use designation shall be limited to properties with minimum area of 2,000 acres that are under single ownership. A Development of Regional Impact or rezoning to Planned Development shall be required of all properties designated as “Activity Center” on the Future Land Use Map. The Florida Community Renewal Act of 2009, identified that property owners can decide to not participate in the DRI process if the project is located <u>in</u> a Dense Urban Land Areas (DULA’s). The City is a DULA, as so designated by the Florida Department of Community Affairs in July 2009. To ensure that there is a coordinated and integrated development, all property designated as “Activity Center” shall be required to have a zoning classification of “Planned Development.” The City shall not use the “Activity Center” land use to prematurely develop lands in a fashion that encourages sprawl. Sprawl shall be identified by the following conditions: 1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low density or single-use development or uses in excess of the demonstrated need. 2. Fails to maximize use of existing and future public facilities and services. 3. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.							Corrected punctuation; added the word “in” for clarification. Minor text amendment of deleting DRI reference. Ormond Crossings is not a DRI and the DRI process has been removed from state law. Re-numbered.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	4. Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural activities, as well as passive agricultural activities, dormant, unique prime farmlands and soils. 5. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government. 6. Fails to provide a clear separation between rural and urban uses. 7. Results in the loss of significant open space.								
POLICY 1.7.6.	The following guidelines and standards shall be established through the rezoning to Planned Development procedures and shall, at a minimum, address the following: 1. Integration of land uses and enhancement of economic and environmental opportunities; 2. Urban design and architectural control; 3. Coordinated, transportation systems and access management standards; 4. Innovative land use standards designed to protect and enhance environmental resources; 5. Coordinated and orderly provision of public utilities; and 6. Comprehensive provision of educational and recreational activities and facilities. This will require the coordination and approval of the rezoning to “Planned Development” by the appropriate staff member of the Volusia County School Board.			X				Proposed to be deleted. Duplicitous of Policy 2.7.3.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Future Land Use Element, February 18, 2025								
POLICY 1.7.6.-(cont.)	7. The following are specific design guidelines that are established to ensure that projects developed within the “Activity Center” land use provide for a balanced and sustainable mix of uses. All development shall, at a minimum, be required to:			X				Proposed to be deleted. Duplicitous of Policy 2.7.3.
	A. Provide visual harmony by, but not limited to, such mechanisms as sign control (i.e., number, height and copy area), establishing landscape screening/buffering requirements (i.e., width and composition), requiring the use of underground utilities, and establishing building setbacks and height requirements;							
	B. Encourage building orientation which promotes interaction between different projects and discourages creating unnecessary separation or the isolation of projects;							
	C. Use shared parking, access and loading facilities, as practical in an effort to reduce impervious surfaces;							
	D. Promote vehicular, pedestrian, and non-vehicular movement throughout the Activity Center;							
POLICY 1.7.6.-(cont.)	E. Provide a network of unifying open spaces (said open spaces shall be in, or predominantly in, a natural state) which promote linkage with other adjoining developments; and			X				Proposed to be deleted. Duplicitous of Policy 2.7.3.
	F. Use common frontage/service roads where appropriate; and							
	G. Use shared or joint facilities, such as stormwater, bus stops, and utility easements.							
	The Ormond Crossings Activity Center is a project that consists of 2,940 acres of land situated southwest of the FEC Florida East Coast Railroad,							• Minor text changes. • Spelled out acronyms.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
POLICY 1.7.7.2.7.6.	north of the City of Ormond Beach Municipal Airport, east of the Flagler County line. There are 155-acres of land located between the FEC <u>Florida East Coast</u> Railroad and US1 that was part of the original annexation. This area is disconnected from the Activity Center project by the FEC <u>Florida East Coast</u> Railroad and is best developed under the commercial and industrial land uses that were originally assigned by the City or Volusia County. The owner of the property, Tomoka Holdings, L.L.C., working in conjunction with the City, plans to develop the property for a mixed-use development. The City of Ormond Beach vision, as defined by the City Commission in July 2004, establishes specific design, use and development goals for the entire property. The property owner has cooperated with the City of Ormond Beach and prepared a Preliminary Assessment Report that provides better details and direction to the vision established by the City Commission. Both of these documents have been referenced and shall be used for conceptual guidance of the review of the were used in the rezoning to “Planned Development.” There are specific conditions that establish minimum standards for the development within the “Activity Center” and the City cannot approve any development orders that deviate from those standards. The standards applicable to the Ormond Crossings project include the following:							- Deleted property owner and referenced Planned Development has been approved. - Removed “and” at the end of #3E-2c-3 and 4. - Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. #3E-1-b added “1” to US1. - Re-numbered.
POLICY 1.7.7.2.7.6. (cont.)	1. The project shall consist of a mixture of uses, with the following establishing the minimum building area allocated by use. In order to ensure that the project provides the necessary economic diversity there shall be a minimum of 1,000-acres of land (inclusive of rights-of-way, wetlands and stormwater facilities) to be developed for a “Commerce Park” that will have a mixture of industrial, warehousing, distribution, office and limited retail. This will be coordinated with retail and residential uses in order to minimize net external trips outside the boundary of the Activity Center land use							(continued) - Minor text changes. - Spelled out acronyms. - Deleted property owner and referenced Planned Development has been approved. - Removed “and” at the end of #3E-2c-3 and 4. - Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. #3E-1-b added “1” to US1.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification																																
			Keep	Delete	New	Replace	Move	Modify																																	
Future Land Use Element, February 18, 2025																																									
POLICY 1.7.7-2.7.6. (cont.)	area. The following table establishes the maximum intensities of the uses allowed within the Ormond Crossings project. The table reflects the development intensities required by the City of Ormond Beach and Volusia County in order to ensure a viable economic impact to the area. Ormond Crossing Activity Center Land Use <table><tr><th>Land Use</th><th>Total Non-Residential Building Area⁽¹⁾</th><th>Dwelling Units</th></tr><tr><td>Commerce Park:</td><td></td><td></td></tr><tr><td>Office</td><td>900,000 sq. ft.</td><td></td></tr><tr><td>Business Park/Flex Space</td><td>350,000 sq. ft.</td><td></td></tr><tr><td>Light Industrial</td><td>800,000 sq. ft.</td><td></td></tr><tr><td>Mini-warehouse</td><td>240,000 sq. ft.</td><td></td></tr><tr><td>Warehouse</td><td>560,000 sq. ft.</td><td></td></tr><tr><td>Commercial</td><td>200,000 sq. ft.</td><td></td></tr><tr><td>Institutional</td><td>165,000 sq. ft.</td><td></td></tr><tr><td>Elementary School</td><td>720 students</td><td></td></tr><tr><td>Residential:</td><td></td><td>2,950</td></tr></table>	Land Use	Total Non-Residential Building Area ⁽¹⁾	Dwelling Units	Commerce Park:			Office	900,000 sq. ft.		Business Park/Flex Space	350,000 sq. ft.		Light Industrial	800,000 sq. ft.		Mini-warehouse	240,000 sq. ft.		Warehouse	560,000 sq. ft.		Commercial	200,000 sq. ft.		Institutional	165,000 sq. ft.		Elementary School	720 students		Residential:		2,950							• Re-numbered
	Land Use	Total Non-Residential Building Area ⁽¹⁾	Dwelling Units																																						
Commerce Park:																																									
Office	900,000 sq. ft.																																								
Business Park/Flex Space	350,000 sq. ft.																																								
Light Industrial	800,000 sq. ft.																																								
Mini-warehouse	240,000 sq. ft.																																								
Warehouse	560,000 sq. ft.																																								
Commercial	200,000 sq. ft.																																								
Institutional	165,000 sq. ft.																																								
Elementary School	720 students																																								
Residential:		2,950																																							
	2. The list of uses identified in the previous table reflects the ideal mixture of uses based on current market conditions. The conversion							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6.																																	

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	of non-residential uses within the Ormond Crossings Activity Center to residential or retail commercial uses is strictly prohibited, but the conversion of non-residential uses to other non-residential use, excluding commercial retail, shall be allowed based on the net impacts of the proposed use on the roads, water, sewer and stormwater utilities. Any conversion to a different use cannot create additional impact on these facilities since these intensities and uses reflect the maximum impacts estimated to be produced by the land use mix shown in the table. The amount of a particular non-residential land use within Ormond Crossings may increase or decrease, provided: A. Aggregate potable water, wastewater and reclaimed water demands of Ormond Crossings shall not exceed the totals proposed for the uses identified in the table above. Any change of land use must address changes to the potable water usage and identify if the potable water capacity allocation under the applicable consumptive use permit is available. B. The intensity within the Business Park shall not exceed 1.0 FAR Floor Area Ratio on any individual building site or an average .35 FAR Floor Area Ratio throughout the entire Business Park. C. The building height shall not exceed 75'. D. Increasing the number of residential units and retail commercial uses is strictly prohibited. E. The change will not increase total offsite traffic impacts from the project (4,551 Net External Peak Hour Trips). 3. The development of this mixed-use project shall incorporate focal points of retail, office, residential and open space to create "Town Centers" that will provide a variety of services to corporate, industrial and residential developments located throughout the							• #3E-1-b added "1" to US1. • Re-numbered (continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed "and" at the end of #3E-2c-3 and 4. • Added "s" to "park" in #3E-2b-2 and to "wetland" in #3E-2c-6. • #3E-1-b added "1" to US1. • Re-numbered

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	project. The final development shall incorporate residential uses in urban, suburban and rural settings. Densities shall be established in the Planned Development Orders, but the total number of units allocated to the portion of the Ormond Crossings project in Ormond Beach shall not exceed 2,950 units. There shall be a fixed number of units allowed in the Ormond Beach portion of the project. The final residential densities shall be coordinated with the adjacent uses to ensure compatibility. It is important that the Planned Development use development standards that encourage the use of buffers and clustering of units to ensure that the rural and natural resources of the area are protected. To encourage compact urban development higher density residential uses should be integrated into the office and commercial development occurring within the project. Due to the amount of environmentally sensitive lands located at the southwest portion of the Ormond Crossings Activity Center, west of I-95, near Durance Acres, the use of clustering to establish large tracts of open land for preservation and conservation shall be encouraged. A. Provision of utilities and other urban infrastructure shall be the responsibility of the Developer and shall be coordinated with the adjacent counties and municipalities to ensure efficiency. The City shall work with the Developer to establish a Community Redevelopment Agency that will facilitate the design and construction of a “spine road” that serves as a principal arterial roadway. This roadway shall provide for elevated crossings of the Florida East Coast Railroad and I-95 so as to connect the east and west sides of the project. The road shall span from US1 on the east side of I-95 to over I-95 and terminate at Tymber Creek Road on the west side of I-95. B. The I-95 and US1 corridors provide for valuable inter and intrastate transportation. The visual impact of this project on							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	these two roadways has been identified as a primary concern by the City Commission. The Planned Development zoning development orders shall include specific design standards for the appearance of the project adjacent to these roadways. The plans shall also include an access management plan that protects the efficiency of the roadway by limiting driveway access, limited number of full turning movement intersections and a hierarchy of principal arterial, collector and local roads that feed into US1. C. The project shall provide for a master plan regarding wetland impacts and mitigation. The plan shall also address floodplain issues, such that there is a comprehensive approach to the wetland and flood-prone areas to be impacted by development. The primary purpose is to identify marginal wetland areas that may be developed as well as larger pristine areas that should be protected. The second purpose is to establish a mitigation plan that allows for the transfer of impacts and mitigation that preserves and protects large ecosystems within the project boundary. D. The interim use of the property for silviculture, pasture lands and similar low-intensity agricultural uses shall be allowed. A site will no longer be deemed to be in a bona fide agricultural use after there is an active development proceeding on the site. Active development shall mean a site plan or subdivision application for non-agricultural uses has been reviewed and approved by the City. Intensive agricultural uses such as mining, animal/crop processing or animal holding pens for food production shall not be allowed within the project. Provisions implementing this policy shall be incorporated into the Planned Development zoning.							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	E. The primary goal of the Ormond Crossings development is to provide an opportunity for the development of industrial uses on the east side of I-95 that is integrated with other commercial, office and residential uses. The final outcome is an integrated mixed-use development that provides opportunities for work, home, social/cultural and preservation of natural resources. The following are guidelines to be used in the drafting of the Planned Development rezoning. 1. Accessibility: In regard to the Ormond Crossings project, accessibility is a primary resource to draw both employment-based users. It is understood that market conditions indicated that the development of the property for residential uses can be accomplished quickly. The primary rationale for attempting to diversify the land uses for non-residential uses is to capitalize on the accessibility to truck and rail freight. This provides the area with a strong attraction. In order to assure that the diversity of land uses within this project is realized, the following conditions should be in place: a. Thoroughfares identified to service industrial uses shall be identified through the zoning to Planned Development. These roads shall be designed to accommodate the loading and travel demands of the pending industrial users. Integration with a grid or modified grid system shall be incorporated into the final design to ensure simplicity in movement of truck and passenger vehicles. The integration of multi-modal opportunities shall be developed and incorporated into the design of all development types.							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	b. Integration with non-industrial uses within Ormond Crossings shall be accomplished through a series of collector roads that connect to the proposed arterial roadway that connects US1. c. Residential development shall be laid out such that each neighborhood shall provide pedestrian connectivity throughout the neighborhood to sidewalks, off-street paths and roadways. The integration of multi-modal opportunities shall be developed and incorporated into the design of all development types. d. Commercial and office uses shall provide for vehicular, pedestrian and multi-modal accessibility throughout the development. 2. Land Use Compatibility: The balancing of industrial retail, residential land use with the natural resources within the Ormond Crossings area is the principal concern of the City. The project provides opportunities to attract significant employment-based land uses, as well as opportunities to preserve, protect and enhance significant natural resources. The following guidelines shall be used as additional requirements to Federal, State and Regional regulations: a. Industrial land uses shall be located to minimize potential negative impacts to wetlands and upland systems. The primary location of intensive industrial uses shall be concentrated on the east side of I-95. There are wetlands of varying quality located on this							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	side of I-95. The large cypress dome located near Harmony Road and Pineland Trail should be preserved and integrated into the stormwater management systems. This area also serves as a potential buffer to the residential uses located south of Ormond Crossings. The other significant wetland resources consist of wet prairies and isolated cypress domes. All of this area has been impacted by wildfires and silviculture. The development of industrial uses adjacent to the FEC <u>Florida East Coast</u> railroad shall be done in a fashion that limits negative impacts to those wetland resources that are to be preserved. Preservation shall be through either public ownership or through private ownership with conservation easements granted to the City and other reviewing agencies. b. Traditional retail and industrial uses along the US1 corridor, outside the Activity Center area, shall be allowed, however there shall be sufficient standards to ensure: 1) Architectural and landscaping standards that provide for a coordinated and unified development theme to ensure stability and vitality along the corridor; 2) Integration of public spaces connected to the retail areas such as linear parks, sidewalks and trails to ensure that pedestrian and bicycle traffic can easily access the retail centers; and							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	3) Development of access easements and/or frontage road systems to ensure connectivity between sites and encouraging traffic to remain off of US1. c. Office, Multi-family residential and retail uses shall be encouraged to be developed in a “Town Center”. The exact location and size shall be determined by the final conceptual plan for the master plan for the Planned Development zoning, but the following guidelines shall be used to finalize the land use plan: 1) Town centers shall have automobile and pedestrian access from local streets to encourage connection to the adjacent neighborhoods; 2) The development standards for town center shall encourage and include for vertical mixes of uses within the same structure such that residential, office, commercial and parking needs are serviced within one building; 3) The town center mix of uses shall include uses that provide for employment-based uses (office, service centers and administrative facilities) combined with service and daily retail needs to service both the residents within the town center and the adjacent residential neighborhoods; and 4) The use of civic plazas, parks and defined open space shall be used with streetscape treatments and urban design standards to ensure that the							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. Re-numbered

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	built environment addresses the functional and aesthetics needs of the residents and businesses within the town center;and 5) Corporate offices and research and development uses may be located on both sides of I-95 within the Commerce Park. Additionally, these types of uses are appropriate at the interchange of US1 and I-95 and along the US1 and I-95 corridors where the buildings, landscaping and design of the site serve as landmarks identifying the Ormond Crossings project to the public; 6) Wetland communities have been identified and cataloged as part of the Comprehensive Plan amendment process. This has identified the need to preserve and protect significant resources that are located along the City municipal boundary with Flagler County. The primary areas targeted for preservation are the uplands and wetlands located in Flagler County that cross into Ormond Beach at the southwest quadrant of the Ormond Crossings project. There are pockets of isolated wetlands throughout the site. The goal is to use an ecosystems management philosophy of protecting both wetlands and uplands in both Ormond Beach and Flagler County. The final outcome will be large tracts of land preserved through either public ownership or a conservation easement; 7) Public structures/parks shall be integrated on both sides of I-95. The need for approximately							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	45-acres of additional park land will be needed on the west side of I-95. There is approximately 20-acres needed on the east side of I-95. The City working with the property owner will either purchase or extend impact fees in lieu of credit for some portions of these lands. Additionally, the Volusia County School Board will be required to review and approve the Planned Development to ensure that there are adequate facilities being provided to address the intensification of the residential uses. There are opportunities within the town centers of the project to incorporate recreational, social and educational facilities;							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered
	8) The Developer shall deed an elementary school site to the Volusia County School Board, using a deed form acceptable to the City and the School Board, the Developer shall deed this land to the School Board prior to the City issuing building permits for residential development within the Ormond Crossing project. The school site shall contain a minimum of 20 contiguous, reasonably compact useable, upland acres and shall be located proximate to the residential land uses within the Ormond Crossings project. The Developer working with the School Board and the City shall provide for interconnected bicycle and pedestrian trails systems that provide direct access from the residential areas of the project;							X
	9) Archeological Resources shall be protected by requiring that all development be consistent with							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 1.7.7-2.7.6. (cont.)	currently adopted standards within the City of Ormond Beach Land Development Code. At a minimum, construction personnel at the Ormond Crossings project shall be notified through posted advisories or other methods of the potential for artifact discoveries and to report suspected findings to the Developer. In the event of discovery of artifacts of historic, archeological or paleontological significance during development of Ormond Crossings, the Developer shall stop construction at the site of discovery and notify the City and the Division of Historical Resources (DHR) of the Florida Department of State. From the date of notification, development shall be suspended within a radius of 100 feet around the site of discovery for a period of 120-days to allow for evaluation of the site. The Developer shall provide proper protection of the discovery to the satisfaction of the <u>Division of Historical Resources</u> DHR , Volusia County and the City;								(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. Re-numbered
	10) The Developer shall provide for affordable housing to persons who are considered to be within the low- and moderate-income levels. Low and moderate income are defined as 60% of <u>AMI Area Median Income</u> to 80% of <u>AMI. Area Median Income</u> AMI is Area-wide Median Income . Those units set aside to meet the minimum number units as established in the Planned Development zoning shall be subject to covenants and restrictions to assure the continued affordability of the units;							X	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	11) Energy conservation shall require that all residential construction within the Ormond Crossings Activity Center shall utilize energy saving techniques consistent with the EnergyStar standard for new homes. Non-public and public common facilities, such as community clubhouse buildings, shall follow the elements of sustainable development standard established by appropriate organizations, such as Leadership in Energy and Environmental Design (LEED) or Florida Green Building Coalition (FGBC). Commercial and Industrial buildings are encouraged to follow these standards to the maximum extent feasible. Additionally, the development shall utilize “dark skies” measures to reduce light pollution, subject to the City’s review and approval as based on the latest standards for safety and security; and 12) The Developer shall deed to the City a fire station site, acceptable to the City, containing up to 3 upland acres, which shall be located within a service delivery area acceptable to the City for purposes of providing fire and emergency management services to the Project. The fire station site shall be deeded to the City free of charge, on a form acceptable to the City, and shall be free and clear of liens or encumbrances. The Developer shall convey title to the fire station site to the City within 90 days following a request from the City. The Developer is							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	
Future Land Use Element, February 18, 2025								
POLICY 1.7.7-2.7.6. (cont.)	responsible for the full cost of construction of the structure and purchase of a pumper and ladder truck, as specified by the City of Ormond Beach Fire Department.							(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. • Re-numbered

Goals, Objectives, Policies			Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 1.7.7-2.7.6. (cont.)								X	(continued) • Minor text changes. • Spelled out acronyms. • Deleted property owner and referenced Planned Development has been approved. • Removed “and” at the end of #3E-2c-3 and 4. • Added “s” to “park” in #3E-2b-2 and to “wetland” in #3E-2c-6. • #3E-1-b added “1” to US1. Re-numbered

Goals, Objectives, Policies			Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
GOAL 2-3. LAND USE COMPATIBILITY	THE LAND USE ELEMENT SHALL, ENSURE THAT LAND USES ARE AVAILABLE IN A COMPATIBLE ARRANGEMENT MAXIMIZINIG EFFICIENCT USE OF PUBLIC INFRASTRUCTURE WHILE MINIMIZING NEGATIVE IMPACTS UPON EACH OTHER. THE CITY SHALL ENSURE ADEQUATE MANAGEMENT OF FUTURE DEVELOPMENT THROUGH THE CONTINUED REVIEW OF EXISTING REGULATONS AND, WHERE NECESSARY, THE GENERATION, ADOPTION AND IMPLEMENTATION OF EFFECTIVE, COMPREHENSIVE, AND EQUITABLE DEVELOPMENT STANDARDS IN ORDER TO FURTHER THE QUALITY OF NEW DEVELOPMENT.	163.3177						X	Corrected punctuation; removed comma after “shall”; added comma after “EFFECTIVE” and “Comprehensive” Re-numbered.
OBJECTIVE 2.1-3.1. DEVELOPMENT REGULATIONS	The City’s Land Development Code shall include innovative techniques to guide development of land in such a manner as not to reduce reliance upon land use type separation as the sole way of assuring compatibility of various uses. This would include increased landscaping, buffering, fencing (and walls), lighting, signage, and architectural controls.	163.3177						X	Corrected punctuation; added comma after “signage” Re-numbered.

Goals, Objectives, Policies			Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 2.1.1. <u>3.1.1.</u>	The City shall adopt and maintain land development regulations that contain specific provisions required to implement the Comprehensive Plan and which at a minimum: a. Regulate the subdivision of land; b. Regulate the use of land and water bodies consistent with this Plan and ensure the compatibility of adjacent land uses; c. Provide for open space; d. Protect the City’s natural resources; e. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management; f. Protect potable water well fields and aquifer recharge areas; g. Regulate signage; h. Ensure safe and convenient traffic flow on and off site and vehicle parking needs; i. Provide that development orders and permits issued shall not result in a reduction below the Level of Service standards adopted in the Comprehensive Plan; j. Provide for the transfer of development rights; k. j. Contain performance standards for protecting archaeological or historically significant properties or buildings; l. k. Protect against adverse impacts to wildlife and their habitats; and m. l. Provide architectural control regulations for commercial, multi-family and industrial buildings.							X	There are no provisions for the transfer of development rights. Delete letter “j” Re-ordered lettering after deleted line “j” Re-numbered.
POLICY 2.1.2. <u>3.1.2.</u>	Innovative land development regulations, which may include planned developments, mixed-use land use development techniques, form-based							X	Hyphenated “mixed-use”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	regulations, and redevelopment plans for the Downtown Community Redevelopment Area, shall be encouraged where appropriate.								Corrected punctuation; added commas after both “regulations” Re-numbered.
POLICY 2.1.3. <u>3.1.3.</u>	The City shall, through the site plan review process, carefully evaluate potential on-site and off-site environmental impacts and require appropriate buffers and other site design features for development in those areas defined as “Environmentally Sensitive” in Policy 45.1.1. of this Element.							X	Reference to Policy 5.1.1. updated. Re-numbered.
POLICY 2.1.4. <u>3.1.4.</u>	The City shall maintain an on-going, informal program to research and evaluate alternative development controls including performance standards, and solicit input from other planning agencies, private Developers and concerned citizens.							X	Re-numbered.
POLICY 2.1.5. <u>3.1.5.</u>	Where commercial and/or industrial uses abut residential areas, the City shall continue to require the provision of appropriate buffers and establish operational and development standards to reduce or eliminate any negative environmental impacts (e.g., excess noise, odor, or light intrusion) that such commercial uses may generate.							X	Re-numbered.
POLICY 2.1.6. <u>3.1.6.</u>	The City shall periodically review and revise its existing zoning, landscaping, and environmental control regulations to ensure their effectiveness in controlling development activities in compliance with the intent of the <u>Future</u> Land Use Element.							X	Minor text amendment - added the word “Future” Re-numbered.
POLICY 2.1.7. <u>3.1.7.</u>	Existing zoning shall be changed as necessary to be consistent with the <u>Future</u> Land Use Element.							X	Minor text amendment - added the word “Future” Re-numbered.
POLICY 2.1.8. <u>3.1.8.</u>	The City shall review existing strip commercial developments to improve their function, access, appearance, and other aspects that make strip commercial development undesirable, as provided by the non-conforming provisions of the Land Development Code.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 2.1.9. <u>3.1.9.</u>	Infrastructure and utility structures, such as cellular communication towers, water, sewer, and energy transmission facilities shall be designed and located to minimize adverse visual impacts on the landscape. Utilities shall locate underground to the maximum extent possible.							X	Corrected punctuation; added comma after “sewer” Re-numbered.
POLICY 2.2.10. <u>3.1.10.</u>	The City shall continually review existing zoning regulations to incorporate requirements that would help reduce the impact that a high intensive use would have on a less intensive use.							X	No change to text. Re-numbered.
POLICY 2.2.11. <u>3.1.11.</u>	The City will encourage the elimination and inconsistent inconsistencies with the City’s character through its Land Development Code regulations. Uses inconsistent to the Comprehensive Plan shall be brought into conformance with a change of use or when they have been vacant for six months or longer.							X	Modified inconsistent to inconsistencies. Re-numbered.
OBJECTIVE 2.2.3.2. CONCURRENCY	The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.	163.3177						X	No change to text. Re-numbered.
POLICY 2.2.1. <u>3.2.1.</u>	Development orders and permits shall be specifically conditioned on the availability of facilities and services necessary to serve the proposed development, in accordance with the Concurrency Management System.							X	No change to text. Re-numbered.
POLICY 2.2.2. <u>3.2.2.</u>	Future land use designations, requests for rezoning, and development approval shall be coordinated with the availability of adequate facilities and services including, but not limited to, schools, roads, solid waste collection, stormwater management, fire and police protection, emergency medical services, potable water and sanitary sewer services, parks and recreation, cultural facilities, telephone and electric service, general public administration, and evacuation facilities.							X	Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 2.2.3 <u>3.2.3</u> .	Require that water supply, production facilities and <u>Consumptive Use Permit</u> (C.U.P.) capacity is available for new site plan and/or subdivision developments, prior to issuance of development orders.							X	Spelled out acronym. Re-numbered.
OBJECTIVE 2.3 <u>3.3</u>. URBAN SPRAWL	The City shall manage the available supply of developable land by delineating the amount of land and by distributing the types of land uses needed to accommodate growth and development. The City shall, through intergovernmental coordination, discourage urban sprawl by directing urban development to the areas within its urban service area boundaries.	163.3177						X	No change to text. Re-numbered.
POLICY 2.2.4 <u>3.3.1</u> .	The City shall limit urban sprawl by directing urban growth to those areas where public facilities and services are available.							X	No change to text. Re-numbered.
POLICY 2.2.3 <u>3.3.2</u> .	The City recognizes that the urban growth area must be relatively stable and shall thus resist expansion of the area unless it can be demonstrated that the supply of available land inside the urban boundary will be exhausted within a five-year period.							X	No change to text. Re-numbered.
POLICY 2.2.4 <u>3.3.3</u> .	Future urban development requiring access or connection to public facilities shall be located within the incorporated area or within the designated urban service boundaries in the unincorporated areas established by interlocal agreement.							X	No change to text. Re-numbered.
POLICY 2.2.5 <u>3.3.4</u> .	In order to protect natural resources, new development and redevelopment shall be encouraged to infill existing developed areas.							X	No change to text. Re-numbered.
OBJECTIVE 2.4 <u>3.4</u>. SMART GROWTH	Future land use designations, requests for rezoning, and development approval shall be in accordance with smart growth principals to foster a sense of community including: • Creating a range of housing opportunities; • Creating walkable neighborhoods; • Encouraging stakeholder collaboration;	163.3177						X	Corrected punctuation; removed comma after “open space” Re-numbered.

Goals, Objectives, Policies			Recommended Action						Explanation/Modification	
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify		
Future Land Use Element, February 18, 2025										
	- Fostering a sense of place; - Promoting mixed land uses; - Preserving open space, and agricultural and environmentally sensitive lands; - Providing a variety of transportation choices; - Directing development towards existing public facilities; and - Promoting compact building design.									
POLICY 2.4.1. <u>3.4.1.</u>	Encourage development projects to include homes affordable to a diversity of income ranges.							X	No change to text. Re-numbered.	
POLICY 2.4.2. <u>3.4.2.</u>	Ensure opportunities for meaningful stakeholder participation throughout all stages of planning and policy implementation.							X	No change to text. Re-numbered.	
POLICY 2.4.3. <u>3.4.3.</u>	Maintain a sense of place by preserving the character of historic districts and areas in the City with a high concentration of locally designated historic properties and cultural resources through preservation, maintenance and rehabilitation of resources to the greatest extent possible.							X	No change to text. Re-numbered.	
POLICY 2.4.4. <u>3.4.4.</u>	Maintain a sense of community through the landscaping of parks, recreation areas and medians, as well as the City’s greenbelt <u>and gateway preservation</u> overlay district.							X	Corrected punctuation; added comma after “medians”. Updated reference to Greenbelt and Gateway Preservation District – Section 2-73 of Land Development Code. Re-numbered.	
POLICY 2.4.5. <u>3.4.5.</u>	Encourage a mix of land uses and expand housing choices by developing areas of infill or underutilized vacant land in the downtown.							X	No change to text. Re-numbered.	

Goals, Objectives, Policies			Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 2.4.6. <u>3.4.6.</u>	Direct future growth away from environmentally sensitive areas.							X	No change to text. Re-numbered.
POLICY 2.4.7. <u>3.4.7.</u>	Encourage cluster development which promotes the efficient use of open space and reduces development costs, in areas where services and facilities exist or are planned.							X	Corrected spelling from were to where. Re-numbered.
POLICY 2.4.8. <u>3.4.8.</u>	Expand transportation choices by ensuring an efficient network of roads, sidewalks, and bike paths that are safe for pedestrians, bicyclists and vehicular traffic.							X	No change to text. Re-numbered.
POLICY 2.4.9. <u>3.4.9.</u>	Implement Transit-Oriented Development in accordance with the Transportation Element.							X	Hyphenated “Transit-Oriented” Re-numbered.
POLICY 2.4.10. <u>3.4.10.</u>	Direct development towards existing residential communities and planned growth areas already served by infrastructure, to utilize resources that existing neighborhoods offer, thereby conserving open space and natural resources on the urban fringe.							X	No change to text. Re-numbered.
POLICY 2.4.11. <u>3.4.11.</u>	Promote shared driveway access, shared parking spaces, and coordinated site plan designs to avoid new commercial strip development.							X	No change to text. Re-numbered.
POLICY 2.4.12. <u>3.4.12.</u>	Promote environmental protection, reduced natural resource consumption and energy management into the design and construction of buildings.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification																																																							
			Keep	Delete	New	Replace	Move	Modify																																																								
Future Land Use Element, February 18, 2025																																																																
OBJECTIVE 2.5.3.5. COMPREHENSIVE PLAN AMENDMENTS	The City shall review proposed text and Future Land Use Map amendments based upon state requirements, Volusia County <u>Growth Management Commission</u> regulations, and the Goals, Objectives, and Policies of the City’s Comprehensive Plan.	163.3177						X	Added Growth Management Commission. Re-numbered.																																																							
POLICY 2.5.1.3.5.1.	The intensity of use in non-residential categories shall be measured by five (5) parameters that are common to the type and character of development that generally prevails in each category. These include percentage of impervious surface or its converse, the amount of open space and landscaping; the height of buildings; the amount of traffic generation; visual impact in terms of aesthetic considerations; and external impacts in the form of odor, noise, glare, vibrations, and air pollution. The following table has <u>been</u> developed to measure intensity levels for non-residential uses. <table><tr><th>Land Use Designation</th><th>Impervious Surface</th><th>Height</th><th>Traffic Generation</th><th>Visual Impact</th><th>Glare Noise Odor</th><th>Total</th><th>Intensity Level</th></tr><tr><td>General Commercial</td><td>5</td><td>2</td><td>5</td><td>3</td><td>3</td><td>18</td><td>4</td></tr><tr><td>Heavy Commercial</td><td>5</td><td>2</td><td>4</td><td>5</td><td>5</td><td>21</td><td>6</td></tr><tr><td>Tourist Commercial</td><td>5</td><td>5</td><td>3</td><td>4</td><td>3</td><td>20</td><td>5</td></tr><tr><td>Residential/Office, Retail</td><td>4</td><td>4</td><td>4</td><td>2</td><td>1</td><td>15</td><td>2</td></tr><tr><td>Industrial/Utilities</td><td>3</td><td>2</td><td>3</td><td>4</td><td>4</td><td>16</td><td>3</td></tr><tr><td>Government/Institutional</td><td>2</td><td>2</td><td>4</td><td>1</td><td>1</td><td>10</td><td>1</td></tr></table>	Land Use Designation	Impervious Surface	Height	Traffic Generation	Visual Impact	Glare Noise Odor	Total	Intensity Level	General Commercial	5	2	5	3	3	18	4	Heavy Commercial	5	2	4	5	5	21	6	Tourist Commercial	5	5	3	4	3	20	5	Residential/Office, Retail	4	4	4	2	1	15	2	Industrial/Utilities	3	2	3	4	4	16	3	Government/Institutional	2	2	4	1	1	10	1						X	Corrected punctuation; added comma after “vibrations” Re-numbered. Add word “been”.
Land Use Designation	Impervious Surface	Height	Traffic Generation	Visual Impact	Glare Noise Odor	Total	Intensity Level																																																									
General Commercial	5	2	5	3	3	18	4																																																									
Heavy Commercial	5	2	4	5	5	21	6																																																									
Tourist Commercial	5	5	3	4	3	20	5																																																									
Residential/Office, Retail	4	4	4	2	1	15	2																																																									
Industrial/Utilities	3	2	3	4	4	16	3																																																									
Government/Institutional	2	2	4	1	1	10	1																																																									
POLICY 2.5.2.3.5.2.	The following criteria shall be used in reviewing Comprehensive Plan amendments: 1. Consistency with the Goals, Objectives, and Policies of this the <u>the City’s Comprehensive Plan</u>. 2. Consistency with state requirements, including 9J-5 and Florida Statute requirements. 3. If the amendment is a map amendment, is the proposed change an appropriate use of land.							X	Removed reference to 9J-5 - was repealed in 2011. Added “the City’s Comprehensive” Corrected Level-of-Service Standards reference in #4. Re-numbered.																																																							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	4. If the amendment is a map amendment, the impacts on the Level-of-Service <u>Standards</u> of public infrastructure including schools, roadways, utilities, stormwater, and park and recreation facilities. 5. If the amendment is a map amendment, impacts to surrounding jurisdictions.								
POLICY 2.5.3- 3.5.3.	All Comprehensive Plan amendments shall require the advertising and notification requirements of Florida Statutes and Chapter I, Introduction, Plan Administration of this Comprehensive Plan.							X	No change to text. Re-numbered.
OBJECTIVE 2.6.3.6. SUSTAINABILITY	Promote compact, mixed-use, and energy efficient development arranged to encourage pedestrians, bicycle and transit use, to reduce greenhouse gases (GHGs).	163.3177						X	No change to text. Re-numbered.
POLICY 2.6.1- 3.6.1.	The City shall seek opportunities to implement green and sustainable initiatives regarding, but not limited to, carbon footprint reduction, water and conservation and reuse, recycling, waste and energy reduction, reuse of resources, greater operational efficiency, land use and transportation practices, multi-pollutant prevention, and environmental improvements.							X	Delete word “and”. Re-numbered.
POLICY 2.6.2- 3.6.2.	Develop an Energy Efficiency and Conservation Strategy and an Energy Conservation Master Plan in accordance with the Energy Efficiency and Conservation Block Grant Program to develop City GHGs <u>greenhouse gases</u> emissions baseline data, to set GHG <u>greenhouse gases</u> emission goals and develop strategies to reduce greenhouse gases.							X	Spell out acronyms. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 2.6.3. <u>3.6.3.</u>	Promote technology to change and adapt the heating, cooling, insulation, ventilation, and lighting systems of structures to achieve greater energy efficiency.							X	No change to text. Re-numbered.
POLICY 2.6.4. <u>3.6.4.</u>	Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).							X	No change to text. Re-numbered.
POLICY 2.6.5. <u>3.6.5.</u>	Encourage integration of passive solar design, green roofs, active solar, and other renewable energy sources into development projects through the Land Development Code.							X	Corrected punctuation; added comma after “active solar” Re-numbered.
POLICY 2.6.6. <u>3.6.6.</u>	Encourage urban design strategies that maximize use of renewable, sustainable, active, and passive sources of energy design in architecture.							X	Corrected punctuation; added comma after “active” Re-numbered.
POLICY 2.6.7. <u>3.6.7.</u>	Encourage food production for local consumption to reduce VMTs <u>Vehicle Miles Traveled</u> , thereby reducing GHG <u>greenhouse gases</u> , by encouraging farmers markets and community gardens.							X	Spell out acronyms. Re-numbered.
POLICY 2.6.8. <u>3.6.8.</u>	The potential for reducing Vehicle Miles Traveled (VMTs) and GHG <u>greenhouse gases</u> emissions shall be considered in all location and investment decisions for public facilities.							X	Spell out acronyms. Re-numbered.
POLICY 2.6.9. <u>3.6.9.</u>	Promote the redevelopment of brownfield and greyfield sites to reduce VMTs <u>Vehicle Miles Traveled</u> to reduce pressures for greenfield development.							X	Spell out acronyms. Re-numbered.
POLICY 2.6.10. <u>3.6.10.</u>	Support technology and business practices that enable people to reduce VMTs <u>Vehicle Miles Traveled</u> from home to work, including increased flexibility for home office uses.							X	Spell out acronyms. Re-numbered.
POLICY 2.6.11. <u>3.6.11.</u>	Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage community residents and business owners to invest in energy-efficiency improvements through community outreach efforts, such as the City’s Website.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 2.6.12. <u>3.6.12.</u>	Encourage design techniques and materials that reduce heat absorption, thereby reducing the heat island effect.							X	No change to text. Re-numbered.
POLICY 2.6.13. <u>3.6.13.</u>	The designated Transportation Concurrency Exception Areas as identified in the Transportation Element and depicted as Figures 6 through 10 in the Future Land Use Map Series, shall also be designated as the City’s Energy Conservation Areas.							X	No change to text. Re-numbered.
GOAL 3.4. BUILDING HEIGHT	THE CITY SHALL MAINTAIN HEIGHT RESTRICTIONS TO PRESERVE THE LOW-RISE CHARACTER OF THE CITY.							X	No change to text. Re-numbered.
OBJECTIVE 3.1.4.1. HEIGHT LIMITS	Height limits shall be maintained consistent with the voter approved charter amendments.							X	No change to text. Re-numbered.
POLICY 3.1.1.4.1.1.	In order to maintain consistency with the 2006 City Charter amendment, there shall be a limitation such that all buildings within the corporate limits of the City of Ormond Beach will not exceed a maximum height of 75’ as per the approved 2006 charter amendment.							X	No change to text. Re-numbered.
POLICY 3.1.2.4.1.2.	Any multi-family or nonresidential building taller than seventy-five (75) feet that existed on November 14, 2006, or (ii) the only development order that received final development approval before November 14, 2006, for the construction of a multi-family building over seventy-five (75) feet in height, so long as the development order has not lapsed, expired or been terminated. Any such building may be maintained, repaired, constructed and reconstructed to the same height and within the same building footprint as it existed on November 14, 2006, and in accordance with any applicable development order then in effect, subject to any other applicable federal, state and local laws.							X	No change to text. Re-numbered.
GOAL 4.5. PROTECTION OF NATURAL AND HISTORIC RESOURCES	THE CITY SHALL ENSURE THAT PLANNING AND DEVELOPMENT POLICIES MANAGE, CONSERVE, AND PROTECT THE NATURAL, SCENIC AND HISTORIC	163.3177						X	Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	RESOURCES AND ENVIRONMENTAL QUALITY OF THE CITY.								
OBJECTIVE 4.1.5.1. DEVELOPMENT IN “ENVIRONMENTALLY SENSITIVE” AREAS	The City shall monitor and review any development that occurs or is proposed to occur in or adjacent to "Environmentally Sensitive" areas to ensure that new development and site management practices are compatible with the ecological function of these areas.	163.3177						X	No change to text. Re-numbered.
POLICY 4.1.1.5.1.1.	Environmentally sensitive land shall be designated as follows: 1. All areas of the City shown as “Open Space/Conservation” on the Future Land Use Map. 2. All areas proposed for acquisition for conservation (e.g., included but not limited to , Conservation and Recreational Lands, Land and Water Conservation Fund, Volusia County Land Acquisition Trust Fund proposal sites). 3. Halifax River and adjacent lands, including wetlands and vegetative buffers. 4. Tomoka River and adjacent lands, including wetlands and vegetative buffers. 5. Intact sand dunes and beach. 6. All creeks or streams, adjacent lands including wetlands and vegetative buffers (e.g., Thompson’s, Strickland, Groover, Priest, and Dodson’s Creeks; Misner’s Branch and the Little Tomoka River). 7. All floodways and flood prone areas. 8. Critical habitat areas for designated flora, fauna, and marine species. 9. Primary aquifer recharge areas.							X 	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	10. Wellfield protection zones of influence associated with municipal wellfields. 11. Areas subject to erosion. 12. Tomoka Marsh Aquatic Preserve and the Tomoka River Manatee Sanctuary.								
POLICY 4.1.2- <u>5.1.2.</u>	The City shall continue planning efforts to more specifically define “Environmentally Sensitive” areas and assist developers in minimizing environmental impacts through location and design measures.							X	No change to text. Re-numbered.
POLICY 4.1.3- <u>5.1.3.</u>	The City shall establish regulations and standards to protect wellfields and their wellfield protection zones of influence, when determined by the St. Johns River Water Management District, from negative impacts.							X	No change to text. Re-numbered.
POLICY 4.1.4- <u>5.1.4.</u>	Any activity proposed in or adjacent to environmentally sensitive lands shall be consistent with the requirements of the appropriate policies of the Comprehensive Plan and City ordinance and any adopted management plans.							X	No change to text. Re-numbered.
POLICY 4.1.5- <u>5.1.5.</u>	The City shall refer, as appropriate, development proposals in or adjacent to environmentally sensitive areas to the respective Federal, State and regional agencies for their review and comment.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 4.1.6- <u>5.1.6.</u>	The City shall, in conjunction with the Department of Environmental Protection, maintain and review its environmental protection regulations as necessary to protect environmentally sensitive lands within the Tomoka Marsh Aquatic Preserve and shall continue to review development activity to ensure general consistency with the Tomoka Marsh Aquatic Preserve Management Plan.							X	No change to text. Re-numbered.
POLICY 4.1.7- <u>5.1.7.</u>	Dredge spoil <u>material management</u> sites are a public use required for the safe and efficient operation of the Intracoastal Waterway. It is the legislative mandate of the Florida Inland Navigation District (FIND) to provide all lands necessary for the construction, operation and maintenance of the Atlantic Intracoastal Waterway in Florida. Site selection for spoil <u>dredge material management</u> sites are performed by FIND <u>the Florida Inland Navigation District</u> in conformance with their legislative mandate. Site inventories as part of FIND'S <u>the Florida Inland Navigation District's annual</u> public facilities report shall be submitted to the City annually starting with the 1998 annual report as directed by Section 189.08, Florida Statutes.							X	Informed by Florida Inland Navigation District representative that the term “spoil sites” are no longer used. Other changes are updated as recommended by Florida Inland Navigation District. Spell out acronyms Re-numbered.
POLICY 4.1.8- <u>5.1.8.</u>	The City shall be notified by the Florida Department of Environmental Protection when FIND <u>the Florida Inland Navigation District</u> submits a permit for a new or modified dredge-spoil-site <u>Dredged Material Management Area</u> . The City Commission may submit comments to the Florida Department of Environmental Protection regarding the consistency/inconsistency of the permit application with the City’s Comprehensive Plan compatible with the provisions of Chapter 403.973(24)(a), Florida Statutes.							X	Updated as recommended by Florida Inland Navigation District. Spelled out acronym. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 4.1.9- <u>5.1.9.</u>	No new spoil islands shall be developed except when showing that their development is in the public interest and a hardship would result if the development is not authorized consistent with Rule 18.012, Florida Administrative Code. The City will continue to work with the Florida Inland Navigation District and the U.S. Army Corps of Engineers to maintain the Intracoastal Waterway for the benefit of its citizens and visitors and seek opportunities for the beneficial re-use of dredge material.							X	Updated as recommended by Florida Inland Navigation District. Re-numbered.
POLICY 4.1.10.	Proposals for the public development of spoil islands within the City of Ormond Beach should receive public comments through a public hearing conducted within the City limits of Ormond Beach, consistent with Rule 18.012, Florida Administrative Code.			X					There are no spoil islands within the City of Ormond Beach limits for public development so this policy should be deleted.
POLICY 4.1.11.	Unauthorized structures that have been constructed on spoil islands shall be removed in a manner consistent with Rule 18-21.012, Florida Administrative Code.			X					There are no spoil islands within the City of Ormond Beach limits so this policy should be deleted.
POLICY 4.1.12- <u>5.1.10.</u>	The City of Ormond Beach adopts and incorporates the Ormond Scenic Loop & Trail vision statement and map series in the Future Land Use Element as included in the adopted Ormond Scenic Loop & Trail Corridor Management Plan.							X	No change to text. Re-numbered.
OBJECTIVE 4.2.5.2. FLOOD CONTROL AND STORMWATER RUNOFF	Through the provisions of the Land Development Code, the City shall manage development to minimize flood damage and runoff from development to lessen the potential degradation of the City’s surface water bodies, as per the intent of the Conservation, Coastal Management and Utilities Elements of the City’s Comprehensive Plan.	163.3177						X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 4.2.1. <u>5.2.1.</u>	The City shall review all development plans to ensure that development is consistent with the City’s Flood Damage Control-Floodplain Management and Protection , Surface Water Runoff Control, and Wetlands Protection provisions in the Land Development Code and the Comprehensive Plan, and that all practical and feasible measures have been incorporated to minimize flood damage potential.							X	Updated the LDC section title.
POLICY 4.2.2. <u>5.2.2.</u>	The City shall use detailed area-wide drainage plans to reduce flooding potential and minimize direct discharge of stormwater runoff into surface water bodies. The City shall cooperate with Volusia County and adjoining communities in this effort.							X	No change to text. Re-numbered.
POLICY 4.2.3. <u>5.2.3.</u>	Wherever feasible, the viability of natural drainage systems shall be maintained to prevent potential flooding problems and costly structural water control measures.							X	No change to text. Re-numbered.
POLICY 4.2.4. <u>5.2.4.</u>	On an ongoing basis, the City shall update its mapping of flood prone areas to include an inventory of existing land uses, structures susceptible to damage and flooding, and an inventory of flood water conveyance structures and features. The update shall be incorporated into the Comprehensive Plan Update and shall further inventory and analyze future land uses proposed for flood prone areas to determine the suitability of such uses.							X	No change to text. Re-numbered.
OBJECTIVE 4.3.5.3. PRESERVATION OF NATURAL FLORA AND FAUNA	The City shall encourage Developers to incorporate, to the extent feasible, retention of natural vegetation in project design and ensure that significant aesthetic and natural features are not destroyed.	163.3177						X	No change to text. Re-numbered.
POLICY 4.3.1. <u>5.3.1.</u>	All new developments shall be reviewed for potential adverse environmental impacts.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 4.3.2. <u>5.3.2.</u>	The City shall maintain on-going programs that identify and preserve unique aesthetic and natural features.							X	No change to text. Re-numbered.
OLICY 4.3.3. <u>5.3.3.</u>	The City shall, in cooperation with Volusia County, monitor and analyze surface water quality in the Tomoka River and Halifax River. The City shall take remedial action and adopt new regulations, as appropriate to maintain or improve its quality.							X	No change to text. Re-numbered.
OBJECTIVE 4.4.5.4. COORDINATION WITH NATURAL RESOURCES	The density and intensity of future land uses and any proposed development activity shall be coordinated with the natural conditions of the area, including topography, drainage, and soil conditions in order to maintain and protect vital natural functions and environmentally sensitive areas.	163.3177						X	No change to text. Re-numbered.
POLICY 4.4.1. <u>5.4.1.</u>	Review land use change and development approval requests for potential impact on natural conditions and for consistency with the environmental protection requirements of the Surface Water Runoff Control, Wetlands Protection, and Floodplain Management and Protection Damage Control Ordinances and with the Utilities, Coastal Management and Conservation Elements of the Comprehensive Plan.							X	Updated the title of Ordinance. Re-numbered.
POLICY 4.4.2. <u>5.4.2.</u>	Encourage the use of cluster development or innovative design measures to ensure the protection of natural resources.							X	No change to text. Re-numbered.
POLICY 4.4.3. <u>5.4.3.</u>	The City shall update its Land Development Code, as necessary, to maintain specific and detailed provisions which regulate the use of land and water bodies consistent with the Comprehensive Plan and to ensure the compatibility of such uses with the natural resources of the community.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 4.4.4.-5.4.4.	The location, development, and significance of topography, vegetation, wildlife habitat, flood hazard, the 100-year flood area, and soils for a particular site will be determined during the development review process from information required to be submitted to the City, in accordance with the criteria of Environmental Assessment Reports and that criteria of the relative ordinances for tree protection, wetlands protection, stormwater management, and flood damage control floodplain management and protection. This shall include recordation of Federal Emergency Management Administration (FEMA) flood zone designations on site plans and plats.							X	Updated the term “floodplain management and protection” instead of “flood damage control” for consistency. Re-numbered.
OBJECTIVE 4.5.-5.5. SIGNIFICANT HISTORICAL, ARCHITECTURAL, ARCHAEOLOGICAL AND PALEONTOLOGICAL RESOURCES	The City shall continue to maintain land development regulations that identify, designate, and protect <u>historical</u> resources.	163.3177							X Updated language consistent with Cultural and Historical Resources Element. Re-numbered.
POLICY 4.5.1.-5.5.1.	The City shall maintain the Local Ormond Beach Historic Landmark List and continue to identify and designate historically significant sites and buildings.								X Update language consistent with LDC 2-71(k). Re-numbered.
POLICY 4.5.2.-5.5.2.	The City shall continue to implement the historic preservation ordinance that protects historic landmarks from alteration or demolition, and apply it to <u>historical</u> , architectural, archaeological, and paleontological resources in accordance with the Cultural and Historical Resources Element.								X Updated language consistent with Cultural and Historical Resources Element Added comma after “archaeological” Re-numbered.
OBJECTIVE 4.6.-5.6. ENVIRONMENTAL CORE OVERLAY	To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Ormond Beach.	163.3177							X No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Future Land Use Element, February 18, 2025									
POLICY 4.6.1- <u>5.6.1.</u>	To support the protection and enhancement of environmentally sensitive corridors, wildlife habitat, connected wetlands, and natural hydrologic functions throughout Volusia County and the City of Ormond Beach, the city adopts the Environmental Core Overlay or “ECO” Map as a component <u>Figure 13</u> of the Future Land Use Map series.							X	Added reference to Figure 13. Re-numbered.
POLICY 4.6.2- <u>5.6.2.</u>	The City supports the adopted smart growth goals, objectives and policies of the Volusia County’s Comprehensive Plan and will actively participate with Volusia County and local jurisdictions in the further development of policies that serve to manage future development that occurs within developable tracts of the adopted ECO <u>Environmental Core Overlay Map</u> .							X	Added “Volusia” before County’s. Spell out acronym. Re-numbered.
POLICY 4.6.3- <u>5.6.3.</u>	Where land is partially or fully within ECO <u>the Environmental Core Overlay</u> , proposed development activities shall be encouraged to utilize innovative and flexible land development and planning techniques such as transfer of development rights .							X	Spell out acronym. No provisions of transfer of development rights. Re-numbered.
GOAL 5.6. ANNEXATION	THE CITY PROVIDES UTILITY SERVICE BEYOND IT’S MUNICIPAL LIMITS AND SHALL REQUIRE THAT ANY CONNECTION TO THE CITY UTILITY SYSTEM EITHER ANNEX INTO THE CITY OR ENTER INTO AN ANNEXATION AGREEMENT IF NOT CONTIGUOUS FOR UTILITY SERVICE.	163.3177						X	No change to text. Re-numbered.
OBJECTIVE 5.1.6.1. ANNEXATION	Newly annexed areas and new development shall not impose additional tax burdens on City residents or adversely impact City managed natural resources, public facilities and services, including potable water, sanitary sewer, drainage, solid waste, parks and recreation, and cultural facilities. Future land uses shall be located consistent with the provision of public facilities and services.	163.3177						X	Corrected punctuation; added comma after “recreation” Re-numbered.
POLICY 5.1.4.-6.1.1.	Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property							X	No change to text. Re-numbered.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
	owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.							
POLICY 5.1.2. <u>6.1.2.</u>	The cost of off-site water and sewer trunk lines shall be borne by the Developer with reimbursements limited to the amount specifically provided for in the impact <u>connection</u> fee structure for such areas.							X Change impact to connection fee. Re-numbered.
POLICY 5.1.3. <u>6.1.3.</u>	Impact <u>Connection</u> fee districts shall be established with the impact <u>connection</u> fee rate structure reflective of the availability or non-availability of a trunk line system. The plant impact <u>connection</u> fee shall be paid on the same basis as the remainder of the City, even where development is converted from on-site to City systems.							X Change impact to connection fee. Take underline out from comma in policy #. Re-numbered.
POLICY 5.1.4. <u>6.1.4.</u>	Water and/or sewer service (“city utilities”) may be provided to property or areas outside of the city’s municipal boundaries that are considered suitable for annexation, as follows: 1. For property that is contiguous to the city’s municipal boundaries and that meets other legal requirements for annexation, the property owner must annex the property prior to or concurrent with connection to the city’s utilities. 2. Except as otherwise provided in paragraph 6 of this policy, the property owner executes and records an agreement to annex at the time the property is contiguous to the city’s municipal boundaries and meets all other legal requirements for annexation. 3. If connection to city utilities is necessary to develop the property, the proposed development is found to be generally consistent with the goals and policies of the SLDR <u>Suburban Low Density Residential</u> district <u>land use category</u> or other appropriate land use designation. 4. The proposed development is contiguous to a water and/or sewer service area.							X Minor text amendment. Added N. US 1 MSA amendment dates. Added the renewal of the ISBA completed (August 2024). Spelled out DRI on item “d” Re-numbered.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
	FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025								
5. As otherwise provided by an interlocal agreement between the city and a governmental entity.								
6. As otherwise provided for properties in a utility service area established by the city commission; such utility service areas include at the present time but are not necessarily limited to the following:								
a) North Peninsula Water District (Ormond-By-The-Sea) established in 1979 by Ordinance 79-45 (Article 1, Division 3, Chapter 22, Code of Ordinances). Neither annexation nor an annexation agreement shall be required for connection to city utilities; and for properties with existing annexation agreements, annexation shall not be compelled without the consent of the property owner at the time of annexation.								
b) West Ormond Utilities District established in 1989 by Ordinance 89-43 (Article VI, Chapter 22, Code of Ordinances). Annexation or an annexation agreement shall be required as conditions to connect to city utilities.								
a) c) North U.S. Highway 1 Interlocal Planning and Municipal Service Area established in 2014 by Ordinance 2014-27 recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida. (Article VII, Chapter 2, Land Development Code). The Interlocal Service Boundary Agreement was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal								

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
	<u>Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project. The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County. Annexation or an annexation agreement shall be required as conditions to connect to city utilities within the North U.S. Highway 1 Interlocal Planning and Municipal Service Area.</u> d) Hunter's Ridge-Flagler County DRI-Development of Regional Impact Service Area established in 2016 by Ordinance 2016-25 (Article IV, Chapter 22, Code of Ordinances). The properties in this service area are situated in Flagler County; therefore, the city's utility connection policy that would otherwise require a property owner to annex or to execute an annexation agreement shall not apply. e) As may be provided in other utility service areas that are established after the adoption of this policy. 7. Except as otherwise provided in this policy, connection to city utilities shall be deemed to be consent to annexation.							

Goals, Objectives, Policies			Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 5.1.5. <u>6.1.5.</u>	Proposed developments in annexed areas that are not located in close proximity to water and sewer infrastructure may be allowed to provide interim on-site water and sewer infrastructure, provided that all necessary State permits are secured; the development is dry-lined and all related infrastructure is in place to ensure future connection to the City system when available. To facilitate connection, impact <u>connection</u> fees shall be prepaid, bonded for, or otherwise guaranteed in a manner acceptable to the City.							X	Changed impact to connection fee. Re-numbered.
POLICY 5.1.6. <u>6.1.6.</u>	New development shall be encouraged to provide on-site amenities commensurate with their projected populations including common open space, recreation facilities including game courts, swimming pools, community centers, and tot-lots.							X	Corrected punctuation; added comma after “centers” Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 5.1.7. <u>6.1.7.</u>	The City shall cooperate with the <u>Volusia</u> County in establishing urban service areas as appropriate for police, fire, recreation, cultural and other activities and centers so that appropriate impact <u>connection</u> fees can be paid or bonded for development in the unincorporated area that may be annexed to the City, or such funds transferred to the City where the impact fee had previously been collected by Volusia County.							X	Added “Volusia” before County. Changed impact to connection fee. Re-numbered.
POLICY 5.1.8. <u>6.1.8.</u>	The City shall not reject annexation requests of strip commercial uses based solely on their design or functionality.							X	No change to text. Re-numbered.
POLICY 5.1.9. <u>6.1.9.</u>	All new development proposing the use of interim package plants shall occur in an orderly and economical manner, with those areas having the greatest combined complement of urban public facilities and services receiving development first. New land areas will be staged for urbanization in a contiguous manner that minimizes additional public investments.							X	No change to text. Re-numbered.
GOAL 6.7. PLANNING PROCESS	CONTINUE TO IMPLEMENT A PERMANENT AND EFFECTIVE LOCAL LAND USE PLANNING PROCESS, BASED ON SOUND PROFESSIONAL PLANNING PRINCIPLES AND THE DESIRES OF THE CITIZENRY TO GUIDE THE FUTURE DEVELOPMENT OF THE CITY TO ENSURE THE HIGHEST QUALITY OF LIFE POSSIBLE FOR ALL EXISTING AND FUTURE RESIDENTS.	163.3177						X	No change to text. Re-numbered.
OBJECTIVE 6.1.7.1. PUBLIC PARTICIPATION	The City should continue to provide adequate opportunity for citizen initiative and participation in the planning process. This shall include notification procedures appropriate to the planning issue.	163.3177						X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 6.1.1. <u>7.1.1.</u>	The City, through the City Commission, the Planning Department, and advisory boards, shall continue to solicit public input and involvement in all areas of planning.							X	No change to text. Re-numbered.
POLICY 6.1.2. <u>7.1.2.</u>	The City Commission and the Planning Department shall continue and, where necessary, improve and initiate measures to increase citizen awareness concerning planning issues.							X	No change to text. Re-numbered.
OBJECTIVE 6.27.2. COORDINATION OF POPULATION WITH HURRICANE EVACUATION PLANS	New development and coastal area population densities shall be coordinated with the local peacetime emergency management plan and any other interagency hurricane evacuation plans.	163.3177						X	No change to text. Re-numbered.
POLICY 6.2.1. <u>7.2.1.</u>	New development shall be managed so that public facility and service needs required to meet adopted hurricane evacuation times and needs as <u>are</u> maintained at the adequate level-of-service.							X	Minor text amendment. Re-numbered.
POLICY 6.2.2. <u>7.2.2.</u>	All requests for rezoning and land uses changes shall be considered in coordination with the criteria of the <u>City’s</u> Coastal Management Element and the <u>Volusia County</u> Comprehensive Emergency Management Plan.							X	Minor text amendment. Re-numbered.
GOAL 7.8. DOWNTOWN COMMUNITY REDEVELOPMENT AREA	THE DOWNTOWN MASTER PLAN UPDATE WAS ADOPTED BY THE CITY COMMISSION ON SEPTEMBER 18, 2007 <u>OCTOBER 1, 2019</u>. COVERING THE AREA BETWEEN ORCHARD STREET AND THE OCEAN AND BETWEEN LINCOLN AND TOMOKA AVENUES. THE PLAN REPRESENTS THE CITIZENS’ VISION FOR REDEVELOPMENT AND GROWTH. THE VISION ENCOMPASSES THE FOLLOWING THEMES. • <u>ECONOMIC DEVELOPMENT – FOSTER A <u>SUCCESSFUL AND ATTRACTIVE</u> PEDESTRIAN ORIENTED DOWNTOWN RETAILING PLACE;</u>	163.3177						X	Downtown Master Plan was updated in 2019 so text is appropriately revised. Re-numbered.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
	FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025								
• <u>SENSE OF PLACE & APPEARANCE – PROMOTE A SENSE OF PLACE AND PHYSICAL PRESENCE;</u> • <u>ARTS & CULTURE – ENHANCE “COMMUNITY” UTILIZING THE ARTS AND DOWNTOWN’S CULTURAL ASSETS;</u> • <u>MAXIMIZE THE WATERFRONT AS AN ASSET FOR REDEVELOPMENT;</u> • <u>TRANSPORTATION & CIRCULATION – RECLAIM GRANADA BOULEVARD AS A SHARED PUBLIC REALM;</u> • <u>RESIDENTIAL NEIGHBORHOODS – PRESERVE AND ENHANCE RESIDENTIAL NEIGHBORHOODS;</u> • <u>STANDARDS & REGULATIONS – CREATE A SUPPORTIVE REGULATORY ENVIRONMENT AND GOVERNMENTAL STRUCTURE THAT ENABLES POSITIVE REINVESTMENT; AND</u> • <u>HAVE A BIAS FOR ACTION. ENSURING THE VISION – COMMIT TO A STRATEGY OF ACTION ORGANIZED AROUND PROJECTS AND CHAMPIONS TO GET RESULTS.</u> • <u>RECREATION & OPEN SPACE – MAXIMIZE THE USE OF AVAILABLE OPEN SPACE FOR COMMUNITY ENJOYMENT; AND</u> • <u>ENVIRONMENTAL SUSTAINABILITY – FOSTER AN ENVIRONMENTALLY CONSCIOUS COMMUNITY;</u> THE PLAN ADDRESSES A WIDE RANGE OF ISSUES INCLUDING INFILL DEVELOPMENT, RECREATION, LAND DEVELOPMENT REGULATIONS, PUBLIC ART,								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	STREETSCAPE IMPROVEMENTS, AND PUBLIC PARKING. FUTURE DEVELOPMENT, REDEVELOPMENT, AND CITY CAPITAL INVESTMENT IN THE REDEVELOPMENT AREA SHALL BE CONSISTENT WITH THE MASTER PLAN, AS AMENDED.								
OBJECTIVE 7.1.8.1. DEVELOPMENT AND REDEVELOPMENT REGULATIONS	Acknowledging that development and redevelopment in the Downtown Community Redevelopment Area is unique based on its location, history, and existing development pattern, the City shall continue developing regulations that promote development consistent with the recommendations of the adopted <u>Downtown Master Plan</u> .							X	Added “Downtown” before Master Plan. Re-numbered.
POLICY 7.1.1.8.1.1.	The City shall utilize a Form Based Code to implement the vision stated in the adopted 2007 Downtown Redevelopment Master Plan.							X	Delete date. Re-numbered.
POLICY 7.1.2.8.1.2.	The Ormond Beach Community Redevelopment Area through the adoption of the 2007 Downtown Redevelopment Master Plan for the Downtown Overlay District has established a Form Based Code that places an emphasis on the relationship between the street and buildings, pedestrian and vehicles, public and private spaces, and the relationship between multiple buildings, a block, a neighborhood, and transitions in scale.							X	Delete date. Corrected punctuation; added comma after “neighborhood” Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 7.1.3. <u>8.1.3.</u>	In the Downtown Redevelopment Area only, building orientation for vacant sites shall be close to the street with “build to” lines at the front setback line. Main entrances should face the street or the street corner when located along two streets and parking shall be located to the rear of the building.							X	No change to text. Re-numbered.
POLICY 7.1.4. <u>8.1.4.</u>	In accordance with the adopted 2007 Downtown Redevelopment Master Plan, new development and redevelopment shall be incentivized by providing alternative parking provisions to include: • Off-site parking facilities; • Parking reductions due to transit availability; • Parking waivers for smaller tenant spaces; and • Shared parking between day and evening users.							X	Delete date. Re-numbered.
POLICY 7.1.5. <u>8.1.5.</u>	New developments which build residential medium or high-density infill housing, either as stand-alone or incorporated into mixed-use projects, are encouraged and shall take priority in financial assistance from the City.							X	Corrected punctuation; hyphenated mixed-use and added comma after “projects” Re-numbered.
POLICY 7.1.6. <u>8.1.6.</u>	The Land Development Code shall be amended and maintained to allow urban style signage within the commercial areas of the Downtown Community Redevelopment Area stressing wall, canopy, and projecting signs as opposed to pole and ground signage.							X	No change to text. Re-numbered.
POLICY 7.1.7. <u>8.1.7.</u>	New Development and redevelopment <u>within the Downtown and Beachside districts</u> where the building is substantially removed (>50% of floor area), the building shall be set at the build-to-line. ROW-A <u>Right-of-Way (ROW)</u> dedication or a private easement for increased sidewalk shall be required. Development may be placed behind the build-to-line if an outdoor café or courtyard is planned <u>or with approval by the City Commission.</u>							X	Amendment to add the Downtown and Beachside Districts and require City Commission approval if building outside the build to line. Spelled out “Right-of-Way” (ROW).

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
									Re-numbered.
POLICY 7.1.8. <u>8.1.8.</u>	To promote development and redevelopment within the Downtown, the City shall pursue a downtown stormwater conceptual permit from St. John’s River Water Management District as an alternative to individualized stormwater retention and treatment.							X	Remove apostrophe from Johns. Re-numbered.
POLICY 7.1.9. <u>8.1.9.</u>	The City shall include incentives in the development review process to encourage upper story residential development with supporting uses such as ground floor retail and office development.							X	No change to text. Re-numbered.
OBJECTIVE 7.2.8.2. PUBLIC INVESTMENT	The City shall utilize Tax Increment Financing to develop infrastructure and capital projects to further the Redevelopment Plan.							X	No change to text. Re-numbered.
POLICY 7.2.1. <u>8.2.1.</u>	The City shall pursue the underground placement of utilities where deemed financially feasible within the Downtown Community Redevelopment Area.							X	No change to text. Re-numbered.
POLICY 7.2.2. <u>8.2.2.</u>	The City shall evaluate stormwater needs in the Downtown Community Redevelopment Area and implement a program of public retention areas to support intensive redevelopment of existing sites whenever practical.							X	No change to text. Re-numbered.
POLICY 7.2.3. <u>8.2.3.</u>	Financial assistance programs shall be designed and implemented to further the implementation of the vision expressed in text and renderings contained in the <u>Downtown</u> Redevelopment Master Plan.							X	Added “Downtown” for clarification of Plan. Re-numbered.
POLICY 7.2.4. <u>8.2.4.</u>	The City shall continually assess and implement a streetscape program along Granada Boulevard and other major roadways in the Downtown Community Redevelopment Area. The streetscape program should include street trees, decorative pavers and lighting, way-finding signage, and street furniture.							X	No change to text. Re-numbered.
POLICY 7.2.5. <u>8.2.5.</u>	The City shall continue to review and improve the public park facilities in the <u>Downtown Community Redevelopment a-Area</u> and provide a full range of recreational opportunities, such as fishing, tot lots, performance, and festival areas.							X	Added Downtown Community for clarification. Corrected punctuation; added comma after “performance”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Future Land Use Element, February 18, 2025										
										Re-numbered.
POLICY 7.2.6. <u>8.2.6.</u>	The City shall utilize a portion of the Tax Increment Financing funds to provide continued maintenance of public streetscape improvements within the Downtown Community Redevelopment Area.								X	No change to text. Re-numbered.
POLICY 7.2.7. <u>8.2.7.</u>	The City shall continue to work with organizations such as Ormond MainStreet, the Chamber of Commerce, and the <u>Ormond Memorial Art Museum</u> , as will <u>well</u> as business and property owners to implement capital projects in Downtown Master Plan Update.								X	Corrected spelling from will to well. Re-numbered.
<u>POLICY 8.2.8.</u>	<u>The City should promote public art within the Downtown Community Redevelopment Area per the Downtown Public Art Master Plan.</u>				X					Implementation of public art per the Public Art Master Plan (currently underway).
OBJECTIVE 7.3.<u>8.3.</u> PARKING	The City shall encourage the shared parking of private parking lots, public on-street parking, and public parking lots within the Downtown Community Redevelopment Area.								X	No change to text. Re-numbered.
POLICY 7.3.1. <u>8.3.1.</u>	The City shall pursue a market-based approach to required off-street parking in the Downtown Overlay District. Off-street <u>and</u> on-site parking is permitted, but public parking may be counted towards the parking requirement provided such parking is within the downtown pedestrian walking shed distance.								X	Added and after “Off-street” Re-numbered.
POLICY 7.3.2. <u>8.3.2.</u>	The City shall establish pedestrian sheds denoting walkability between existing public, offsite parking lots, and destination points within the Downtown Overlay District.								X	Corrected punctuation; added commas after “public” and “lots”. Re-numbered.
POLICY 7.3.3. <u>8.3.3</u>	The City shall provide additional public parking in the Downtown Overlay District when it is determined through parking studies that parking demand exceeds parking supply.								X	No change to text. Re-numbered.
POLICY 7.3.4. <u>8.3.4.</u>	The Land Development Code shall be maintained to allow for parking waivers in the Downtown Community Redevelopment Area, utilization								X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
	of public lots for commercial parking calculations, and shared private parking lots.								
POLICY 7.3.5. <u>8.3.5.</u>	While on-street parking along Granada Boulevard within the Downtown Community Redevelopment Area is regulated by the Florida Department of Transportation, the City’s desire is to maintain existing on-street parking and expand where possible.							X	No change to text. Re-numbered.
POLICY 7.3.6. <u>8.3.6.</u>	Wherever possible, local roads within the <u>Downtown Community Redevelopment Area</u> redevelopment area shall provide on-street parking.							X	Updated to Downtown Community Redevelopment Area for consistency. Re-numbered.
POLICY 7.3.7. <u>8.3.7.</u>	The City shall continually identify opportunities to provide public parking where demand exceeds supply within the Downtown Community Redevelopment Area.							X	No change to text. Re-numbered.
OBJECTIVE 7.4. <u>8.4.</u> ENERGY MANAGEMENT PRACTICES	Promote effective energy management practices in the downtown community redevelopment community area.							X	Delete word “community”. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 7.4.1. <u>8.4.1.</u>	Encourage an urban design pattern in redevelopment areas, where appropriate, that will reduce vehicle miles travelled among trip destinations.							X	Re-numbered.
POLICY 7.4.2. <u>8.4.2.</u>	Continue developing new regulations to the land development code that will support the development of energy efficient infill and redevelopment of commercial and industrial areas.							X	No change to text. Re-numbered.
GOAL 8-9. ECONOMIC DEVELOPMENT	TO PROMOTE AND SUPPORT POSITIVE ECONOMIC PROSPERITY BY CONDUCTING STRATEGIC ACTIVITIES DESIGNED TO EXPAND AND DIVERSIFY THE EXISTING ECONOMY AND CREATE ADDITIONAL EMPLOYMENT AND INVESTMENT OPPORTUNITIES.							X	No change to text. Re-numbered.
OBJECTIVE 8-1-9.1. BALANCED ECONOMIC GROWTH	The City shall implement economic development using a number of strategies including a Strategic Economic Development Plan designed to encourage investment in Ormond Beach and by being proactive in business retention, expansion, and attraction.							X	No change to text. Re-numbered.
POLICY 8-1-1. <u>9.1.1.</u>	The City shall maintain a working relationship with the Ormond Beach business community and update economic development assistance programs as necessary.							X	No change to text. Re-numbered.
POLICY 8-1-2. <u>9.1.2.</u>	The City shall continually work to expand the Ormond Beach non-residential tax base and other revenue sources.							X	No change to text. Re-numbered.
POLICY 8-1-3. <u>9.1.3.</u>	The City shall continue economic investment activities that provide financial incentives for business expansion and development that creates livable wage jobs for its residents.							X	No change to text. Re-numbered.
POLICY 8-1-4. <u>9.1.4.</u>	The City shall continue to collect, analyze and disseminate relevant economic data and information in order to develop effective programs, projects, and activities to achieve its economic development goals.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
POLICY 8.1.5. <u>9.1.5.</u>	The City shall coordinate marketing strategies to attract regional, national, and international companies to the City.							X	No change to text. Re-numbered.
POLICY 8.1.6. <u>9.1.6.</u>	The City shall identify and recruit industries involved in the “Green” sustainable energy related research, development, and manufacturing industries.							X	No change to text. Re-numbered.
POLICY 8.1.7. <u>9.1.7.</u>	The City shall continue to partner with Volusia County and the Ormond Beach Chamber of Commerce to promote economic development within Ormond Beach.							X	No change to text. Re-numbered.
POLICY 8.1.8. <u>9.1.8.</u>	The City shall consider the impacts on neighborhoods and environmental protection as well as job and tax base growth when evaluating proposed development classified as heavy industrial.							X	No change to text. Re-numbered.
POLICY 8.1.9. <u>9.1.9.</u>	The City shall <u>seek</u> new business locations and existing business expansions that are compatible with the City’s land use plans and policies.							X	Changed the word “see” to “seek” Make location plural and make expansion plural. Re-numbered.
OBJECTIVE 8.2.9.2. BUSINESS RECRUITMENT, REDEVELOPMENT AND FUTURE BUSINESS CENTERS	The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Ormond Beach.							X	No change to text. Re-numbered.
POLICY 8.2.1. <u>9.2.1.</u>	The City shall promote and create financial and other incentives for redevelopment of the downtown, community redevelopment areas, considering in particular opportunities for adaptive reuse and for small business on infill sites.							X	Adjusted text. Re-numbered.
POLICY 8.2.2. <u>9.2.2.</u>	The City shall continually attract new industries to locate at the Ormond Beach Municipal Airport and Airport Business Park and other industrial parks in the City.							X	No change to text. Re-numbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Future Land Use Element, February 18, 2025										
POLICY 8.2.3. <u>9.2.3.</u>	The City shall assist development to understand and use the Brownfields Redevelopment Program to encourage redevelopment of areas with real and/or perceived environmental contamination.							X	No change to text. Re-numbered.	
POLICY 8.2.4. <u>9.2.4.</u>	The City shall continue to review and update land development regulations that encourage the redevelopment of areas of the City (such as the Downtown CRA Community Redevelopment Area, US1, and SRA1A) that have existing infrastructure and are vacant or underutilized.							X	Spelled out CRA. Re-numbered.	
<u>OBJECTIVE 8.3.9.3. PLANNING FOR ECONOMIC DEVELOPMENT</u>	<u>The City should plan for business retention, redevelopment, and attraction as part of economic development.</u>							X	Add text. Re-numbered.	
POLICY 8.3.1. <u>9.3.1.</u>	All City departments shall program funding for the maintenance and expansion of infrastructure necessary for business attraction in all areas of the city.							X	No change to text. Re-numbered.	
POLICY 8.3.2. <u>9.3.2.</u>	All City development-related departments shall regularly evaluate development review procedures to ensure that they are efficient. Inefficient programs and procedures shall be modified consistent with Smart Growth principles to provide certainty in the process with review and approval at the lowest possible level.							X	No change to text. Re-numbered.	
POLICY 8.3.3. <u>9.3.3.</u>	The City shall regularly evaluate the demand for land designated for economic activity, and the availability and location of land suited for economic development activities, and opportunities for revitalization and reuse.							X	Removed the first occurrence of the word “and” Re-numbered.	

Goals, Objectives, Policies					Recommended Action							Explanation/Modification																																																																																																																																										
					FL Statute Citation	Keep	Delete	New	Replace	Move	Modify																																																																																																																																											
Future Land Use Element, February 18, 2025																																																																																																																																																						
TABLE 2	TABLE 2 DEVELOPED AND UNDEVELOPED LAND ACCORDING TO LAND USE DESIGNATION <table><tr><th rowspan="2">Land Use Classification</th><th colspan="2">Developed Property</th><th colspan="2">Undeveloped Property</th><th rowspan="2">Total (Acres)</th><th rowspan="2">% of Total</th></tr><tr><th>Area (Acres)</th><th>% of Total</th><th>Area (acres)</th><th>% of Total</th></tr><tr><td>Institutional</td><td>849</td><td>95%</td><td>49</td><td>5%</td><td>898</td><td>4%</td></tr><tr><td>Residential, Office, Retail</td><td>263</td><td>62%</td><td>159</td><td>38%</td><td>421</td><td>2%</td></tr><tr><td>General Commercial</td><td>583</td><td>86%</td><td>92</td><td>14%</td><td>675</td><td>3%</td></tr><tr><td>Tourist Commercial</td><td>186</td><td>85%</td><td>34</td><td>15%</td><td>220</td><td>1%</td></tr><tr><td>Heavy Commercial</td><td>106</td><td>88%</td><td>14</td><td>12%</td><td>120</td><td>1%</td></tr><tr><td>Industrial/Utilities</td><td>371</td><td>59%</td><td>259</td><td>41%</td><td>630</td><td>3%</td></tr><tr><td>Activity Center</td><td>1,270</td><td>0%</td><td>1,825</td><td>100%</td><td>3,095</td><td>14%</td></tr><tr><td>High Density Residential</td><td>101</td><td>97%</td><td>3</td><td>3%</td><td>104</td><td>.5%</td></tr><tr><td>Medium Density Residential</td><td>1,027</td><td>81%</td><td>244</td><td>19%</td><td>1,271</td><td>6%</td></tr><tr><td>Low Density Residential</td><td>4,505</td><td>90%</td><td>519</td><td>10%</td><td>5,024</td><td>22%</td></tr><tr><td>Suburban Low Density Residential</td><td>1,152</td><td>77%</td><td>349</td><td>23%</td><td>1,501</td><td>7%</td></tr><tr><td>Rural Estate</td><td>795</td><td>70%</td><td>348</td><td>30%</td><td>1,143</td><td>5%</td></tr><tr><td>Rural Residential</td><td>139</td><td>89%</td><td>17</td><td>11%</td><td>156</td><td>1%</td></tr><tr><td>Recreation/Open Space</td><td>N/A</td><td>N/A</td><td>N/A</td><td>N/A</td><td>532</td><td>2%</td></tr><tr><td>Open Space/Conservation</td><td>N/A</td><td>N/A</td><td>N/A</td><td>N/A</td><td>5,005</td><td>22%</td></tr><tr><td>Water bodies/ROW</td><td>N/A</td><td>N/A</td><td>N/A</td><td>N/A</td><td>2,204</td><td>10%</td></tr><tr><td colspan="5">CITY TOTAL AREA</td><td>22,919</td><td></td></tr><tr><td colspan="7">Source: City of Ormond Beach Planning Department</td></tr></table>					Land Use Classification	Developed Property		Undeveloped Property		Total (Acres)	% of Total	Area (Acres)	% of Total	Area (acres)	% of Total	Institutional	849	95%	49	5%	898	4%	Residential, Office, Retail	263	62%	159	38%	421	2%	General Commercial	583	86%	92	14%	675	3%	Tourist Commercial	186	85%	34	15%	220	1%	Heavy Commercial	106	88%	14	12%	120	1%	Industrial/Utilities	371	59%	259	41%	630	3%	Activity Center	1,270	0%	1,825	100%	3,095	14%	High Density Residential	101	97%	3	3%	104	.5%	Medium Density Residential	1,027	81%	244	19%	1,271	6%	Low Density Residential	4,505	90%	519	10%	5,024	22%	Suburban Low Density Residential	1,152	77%	349	23%	1,501	7%	Rural Estate	795	70%	348	30%	1,143	5%	Rural Residential	139	89%	17	11%	156	1%	Recreation/Open Space	N/A	N/A	N/A	N/A	532	2%	Open Space/Conservation	N/A	N/A	N/A	N/A	5,005	22%	Water bodies/ROW	N/A	N/A	N/A	N/A	2,204	10%	CITY TOTAL AREA					22,919		Source: City of Ormond Beach Planning Department												X		Move to end of element. Update to include 2024 distribution.
	Land Use Classification	Developed Property		Undeveloped Property			Total (Acres)	% of Total																																																																																																																																														
		Area (Acres)	% of Total	Area (acres)	% of Total																																																																																																																																																	
	Institutional	849	95%	49	5%	898	4%																																																																																																																																															
	Residential, Office, Retail	263	62%	159	38%	421	2%																																																																																																																																															
	General Commercial	583	86%	92	14%	675	3%																																																																																																																																															
	Tourist Commercial	186	85%	34	15%	220	1%																																																																																																																																															
	Heavy Commercial	106	88%	14	12%	120	1%																																																																																																																																															
	Industrial/Utilities	371	59%	259	41%	630	3%																																																																																																																																															
	Activity Center	1,270	0%	1,825	100%	3,095	14%																																																																																																																																															
	High Density Residential	101	97%	3	3%	104	.5%																																																																																																																																															
	Medium Density Residential	1,027	81%	244	19%	1,271	6%																																																																																																																																															
	Low Density Residential	4,505	90%	519	10%	5,024	22%																																																																																																																																															
	Suburban Low Density Residential	1,152	77%	349	23%	1,501	7%																																																																																																																																															
	Rural Estate	795	70%	348	30%	1,143	5%																																																																																																																																															
	Rural Residential	139	89%	17	11%	156	1%																																																																																																																																															
	Recreation/Open Space	N/A	N/A	N/A	N/A	532	2%																																																																																																																																															
Open Space/Conservation	N/A	N/A	N/A	N/A	5,005	22%																																																																																																																																																
Water bodies/ROW	N/A	N/A	N/A	N/A	2,204	10%																																																																																																																																																
CITY TOTAL AREA					22,919																																																																																																																																																	
Source: City of Ormond Beach Planning Department																																																																																																																																																						
TABLE 3	TABLE 3 POPULATION PROJECTIONS 2000-2025 <table><tr><th>Year</th><th>Population Projection</th></tr><tr><td>2000 (Census)</td><td>36,301</td></tr><tr><td>2005 (BEBR Estimate)</td><td>39,683</td></tr><tr><td>2009 (BEBR Estimate)</td><td>40,832</td></tr><tr><td>2010</td><td>42,533</td></tr><tr><td>2015</td><td>45,951</td></tr><tr><td>2020</td><td>48,880</td></tr><tr><td>2025</td><td>51,079</td></tr></table>					Year	Population Projection	2000 (Census)	36,301	2005 (BEBR Estimate)	39,683	2009 (BEBR Estimate)	40,832	2010	42,533	2015	45,951	2020	48,880	2025	51,079						X		Move to end of element. Update. See population analysis.																																																																																																																									
	Year	Population Projection																																																																																																																																																				
	2000 (Census)	36,301																																																																																																																																																				
	2005 (BEBR Estimate)	39,683																																																																																																																																																				
	2009 (BEBR Estimate)	40,832																																																																																																																																																				
	2010	42,533																																																																																																																																																				
	2015	45,951																																																																																																																																																				
	2020	48,880																																																																																																																																																				
2025	51,079																																																																																																																																																					

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Future Land Use Element, February 18, 2025								
GOAL 9-10. NORTH US 1 MUNICIPAL SERVICE AREA (MSA)	TO IMPLEMENT THE PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY AND THE COUNTY OF VOLUSIA PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, AS AMENDED.							X No change to text. Re-numbered.
OBJECTIVE 9.1-10.1. NORTH US 1 MSA MUNICIPAL SERVICE AREA (MSA) PLANNING, DEVELOPMENT AND ADMINISTRATIVE AUTHORITY	The City shall have sole and singular authority within the boundaries of the MSA <u>Municipal Service Area (MSA)</u> to apply the City's Comprehensive Land Use Plan and Zoning Map categories over unincorporated parcels, to administer the codes and regulations, and provide for the enforcement codes pursuant to the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Ormond Beach <u>City</u> Commission and by the Volusia County Council effective and recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida, and as amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida, and as amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida. <u>The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.</u>							X Spell out MSA (Municipal Service Area). Re-numbered. Added renewal of the ISBA.
POLICY 9.1.1-10.1.1.	The North US 1 Municipal Service Area (MSA), consistent with its related policies of the Intergovernmental Coordination Element, is hereby established between the City and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.							X No change to text. Re-numbered.
POLICY 9.1.2-10.1.2.	Pursuant to the ISBA <u>Interlocal Service Boundary Agreement (ISBA)</u> , the City may annex noncontiguous parcels and create enclaves within the MSA <u>Municipal Service Area</u> notwithstanding Policy 56.1.4.							X Spell out acronyms. Update Policy reference.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Future Land Use Element, February 18, 2025									
									Re-numbered.
POLICY 9.1.3.	The City shall be authorized to amend the City’s zoning map for all unincorporated lands within the MSA after a City land use designation has been adopted.			X					The amendments to the City zoning maps have occurred and this policy is no longer needed or applicable.
POLICY 9.1.4. <u>10.1.3.</u>	The City’s future land uses on Figure 11 are described under “Goal 42. Land Use Distribution” of the current adopted Comprehensive Plan. For the purposes of the MSA <u>Municipal Service Area</u> , the City and County future land use categories shall be considered equal with the land use restrictions as described by map annotation in Table 4, and in Table 5, and in Table 6 <u>of the Future Land Use Element</u> .							X	Spell out acronyms. Corrected Goal 1 to Goal 2. Added Future Land Use Element reference. Minor grammatical changes where tables are referenced. Re-numbered.
<u>TABLE 1</u> <u>PERCENTAGE OF</u> <u>DISTRIBUTION OF LAND</u> <u>ACCORDING TO LAND USE</u> <u>DESIGNATION</u>								X	Moved table.
<u>TABLE 2</u> <u>DEVELOPED AND</u> <u>UNDEVELOPED LAND</u> <u>ACCORDING TO LAND USE</u> <u>DESIGNATION</u>								X	Moved table.
<u>TABLE 3</u> <u>POPULATION PROJECTIONS,</u> <u>2025-2045</u>								X	Moved table.
TABLE 4, NORTH US 1 MSA FUTURE LAND USE CATEGORIES			X						No change

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Future Land Use Element, February 18, 2025									
TABLE 5, FIRST AMENDED NORTH US 1 MSA FUTURE LAND USE CATEGORIES			X						No change
TABLE 6, SECOND AMENDED NORTH US 1 MSA FUTURE LAND USE CATEGORIES			X						No change
Figure 1. Future Land Use Map								X	Update
Figure 2. Vacant Land Map								X	Update
Figure 3. Wetland Vegetation Map								X	Update
Figure 4. Soils Map								X	Update
Figure 5. Energy Conservation Map								X	Update
Figure 6. A1A Transportation Concurrency Exception Area Map								X	Update
Figure 7. Downtown Transportation Concurrency Exception Area Map								X	Update
Figure 8. SR40 Transportation Concurrency Exception Area Map								X	Update

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Future Land Use Element, February 18, 2025									
Figure 9. US1 Transportation Concurrency Exception Area Map								X	Update
Figure 10. Ormond Crossings Transportation Concurrency Exception Area Map								X	Update
Figure 11. North US 1 Municipal Service Area Map								X	Update
Figure 12. Redevelopment Areas					X				New Map
Figure 13. Volusia County Environmental Core Overlay					X				New Map

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Transportation Element – February 18, 2025									
HEADERS	TRANSPORTATION ELEMENT GOALS, OBJECTIVES AND POLICIES			X					Proposed to delete headers element wide. Title pages have replaced headers.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
GENERAL STATEMENT	GENERAL STATEMENT THE OBJECTIVES AND POLICIES PRESENTED IN THIS ELEMENT ARE BASED UPON THE 2008 EVALUATION APPRAISAL REPORT. THE CITY RECOGNIZES IT CAN NOT CONTINUE TO RELY ON INCREASING ROADWAY CAPACITY AS ITS SOLE TRANSPORTATION STRATEGY. TO THAT END, A MULTI-MODAL STRATEGY IS PRESENTED THAT PLACES GREATER EMPHASIS ON REDUCING VEHICLE MILES TRAVELED (VMT) THAN PROVIDING MORE ROADWAY SUPPLY. THIS STRATEGY PROVIDES FOR FUTURE ROADWAY CORRIDOR PRESERVATION, MORE EFFECTIVE ACCESS MANAGEMENT, GREATER EMPHASIS ON PEDESTRIANS AND BIKE TRAILS, AND IMPLEMENTATION OF SMART GROWTH DESIGN PRINCIPLES TO AREAS WHERE (RE) DEVELOPMENT SHOULD OCCUR BASED UPON CURRENT TRANSIT CORRIDORS. WHILE THE CITY IS DESIGNATED A DENSE URBAN LAND AREA (DULA) AND IS EXEMPT FROM STATE TRANSPORTATION CONCURRENCY (TOP-DOWN) CITYWIDE, THE CITY (BOTTOM-UP) IS REQUIRING THAT TRANSPORTATION IMPACTS ON STATE, COUNTY AND CITY ROADWAYS BE MITIGATED EXCEPT FOR THE DOWNTOWN, AIA (SR 40 SOUTH TO THE CITY LINE), US 1 (FROM WILMETTE AVENUE SOUTH TO THE CITY LINE); AND SR 40 (FROM AIA TO I95). FOR THESE	163.3177 (6)(b)		X				Proposed to be deleted. Other Elements do not have general statements and this appears to be inconsistent with the other Elements.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
	AREAS, VOTRAN PROVIDES CORE BUS SERVICE WHICH WILL BE ENHANCED THROUGH DEVELOPMENT AND (RE) DEVELOPMENT AT HIGHER DENSITIES AND INTENSITIES. DEVELOPMENT AT OR ABOVE THRESHOLDS RECOMMENDED BY VOTRAN TRANSIT DESIGN GUIDELINES SHALL BE REQUIRED TO MAKE TRANSIT FACILITY OR OPERATIONAL IMPROVEMENTS. THROUGHOUT THE CITY LEVEL OF SERVICE (LOS) FOR PERCENTAGE OF SIDEWALK COVERAGE LINKING RESIDENTIAL AREAS TO DESTINATION POINTS AND TRANSIT STOPS WILL BE ESTABLISHED AND ADOPTED INTO THE COMPREHENSIVE PLAN BY JULY 2012. WHERE SIDEWALK LOS IS BELOW THE ADOPTED LOS, APPLICANTS FOR DEVELOPMENT AND (RE) DEVELOPMENT SHALL BE REQUIRED TO CONSTRUCT OR PAY A FEE IN LIEU OF TO IMPROVE THE CURRENT SIDEWALK LOS TO THE ADOPTED LOS WITHIN THE ¼ MILE PEDESTRIAN SHED THAT SERVES THAT PARTICULAR DEVELOPMENT. ORMOND BEACH DUE TO ITS SIZE AND LOCATION HAS A LIMITED ROLE IN DEVELOPING TRANSPORTATION DEMAND MANAGEMENT STRATEGIES, HOWEVER, THE CITY IS HOME TO MANY INDUSTRIAL USERS MOSTLY LOCATED ON US 1 BETWEEN WILMETTE AVENUE AND THE I95 INTERCHANGE THAT COULD BENEFIT FROM A PRIVATELY							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	ORGANIZED TRANSPORTATION MANAGEMENT INITIATIVE (TMI) OPERATED THROUGH AN EXISTING ENTITY SUCH AS THE CHAMBER OF COMMERCE OR ECONOMIC DEVELOPMENT ORGANIZATION THAT COULD MARKET, ADVOCATE AND HOST TDM INITIATIVES.								
GOAL 1. LAND USE	PROMOTE A BALANCED, AFFORDABLE, RELIABLE, CONVENIENT AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS THE LAND USE VISION OF THE ORMOND BEACH COMPREHENSIVE PLAN.	163.3177 (6)(b)(1)&(2)	X						
OBJECTIVE 1.1. STRATEGIC INTERMODAL SYSTEM	Protect Florida’s Strategic Intermodal System (SIS) by preserving future <u>Right-of-Way</u> ROW corridors.							X	Spell out acronyms.
POLICY 1.1.1.	The City shall utilize Map <u>Figure 1</u> entitled, “The Future Traffic Circulation Map” as well as Tables 6 <u>1</u> and 7 <u>2</u> of the Future Land Use <u>Transportation</u> Element for addressing its long-range transportation needs.							X	Policy should reference the Transportation Element and not the Future Land Use Element. Change Tables to 1 and 2 instead of 6 and 7
POLICY 1.1.2.	The Future Traffic Circulation Map shall be derived primarily through use of MPO <u>Transportation Planning Organization</u> travel demand forecast models, where applicable, and shall reflect the of MPO <u>Transportation</u>							X	All references to Metropolitan Planning Organization (MPO) changed to Transportation Planning Organization.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Transportation Element – February 18, 2025										
	<u>Planning Organization</u> Adopted Cost Feasible Plan, locally designated corridors, corridors identified for Project Development Studies, and any future identified corridors. The Future Traffic Circulation Map shall not be subject to the financially feasible criteria applied to the five- and ten-year planning horizon.									
POLICY 1.1.3.	The City shall utilize the long-range <u>Future</u> ± <u>Traffic e Circulation m</u> Map for: a. Review of all proposed development orders for consistency with the map; b. Establishing the long range (20345) level-of-service standards on major existing or future roadways by determining the resultant level-of-service on each roadway impacted by a project travel demand as determined using the <u>MPO Transportation Planning Organization</u>, or other travel demand forecasting models; c. Reviewing all proposed capital projects proposed to widen existing or develop new major roadways. All capital projects shall be consistent with the Future Traffic Circulation Map; and d. Achieving consistency of this Comprehensive Plan where appropriate with: the long-range transportation plans of all local governments adjacent to Ormond Beach; the <u>Florida Department of Transportation’s FDOT’s Transportation Plan and approved work program; and the of MPO’s Transportation Planning Organization’s</u> transportation improvement plan.							X	Hyphenate level-of-service All references to Metropolitan Planning Organization (MPO changed to Transportation Planning Organization. Update 2035 date to 2045 long range traffic circulation map should be Future Traffic Circulation Map.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
OBJECTIVE 1.2. STUCTURE FREE RIGHT(S)-OF-WAY	The City shall insure the availability of structure free right(s)-of-way for major and important minor roadways and for Votran transit corridors necessary or desirable to accommodate projected travel demand in 20345.							X	Update 2035 date to 2045.
POLICY 1.2.1.	The City shall adopt a major thoroughfare provision in the LDC <u>Land Development Code</u> which: a. References the Future Traffic Circulation Map that will provide for adequate traffic circulation within the city; b. Identifies the right-of-way widths for each roadway in a manner consistent with the Future Traffic Circulation Map and in a manner consistent with the inventory of right-of-way already provided by Ormond Beach, other local governments, or the State of Florida; c. Establishes the Future Traffic Circulation Map as the official listing of right(s)-of-way to be reserved pursuant to Policy 21.2.2 below; and d. Establishes procedures and guidelines for the appropriate amendment of the map.							X	Spell out acronyms. Corrected reference to Policy 1.2.2.
POLICY 1.2.2.	A right-of-way protection provision shall be adopted for the purpose of protecting right(s)-of-way necessary to develop the roadway network shown on the Future Traffic Circulation Map. This right-of-way protection is required so as to insure <u>ensure</u> compliance with long range level-of-service standards established by those policies within the Comprehensive Plan. Such ordinance shall prohibit the development of any structures, parking areas, or drainage facilities (except as allowable on an interim basis) within the corridors							X	Spell out acronyms. Hyphenate level-of-service

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
	indicated on the Future Traffic Circulation Map or within any other surface transportation corridors (i.e. rail corridors) identified by FDOT <u>the Florida Department of Transportation</u>. Other uses, consistent with this Comprehensive Plan, may be considered within the protective right-of-way. Nothing in the right-of-way protection ordinance shall preclude location of temporary uses within protected right(s)-of-way. Any right-of-way protected under the right(s)-of-way protection ordinance may be dedicated to Ormond Beach during the development of a project. Dedication shall be accompanied with a Level 1 Environmental Audit of the <u>right-of-way ROW</u> dedicated or the parcel from which the <u>right-of-way ROW</u> was dedicated, whichever is appropriate. Any such dedication shall not be subject to time limits on right(s)-of-way reservation as required by Chapter 336 F.S. As used in this policy, “corridors” means that area of protected right-of-way for any roadway, as generally configured and as located on the Future Traffic Circulation Map. Protected right(s)-of-way shall be defined as: 1. Required right-of-way on either side of the centerline of an existing roadway shown as having more lanes on the Future Traffic Circulation Map than the number of lanes currently existing. 2. Required right-of-way for roadway or other transportation corridors for which no centerline has been established. The location of the roadway right(s)-of-way shall be established during the review of proposed projects in proximity to future roadway corridors located							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	on the Future Traffic Circulation Map. These newly established alignments selected during project review shall be continuous so as to provide for a continuous travel corridor of sufficient width to accommodate an appropriate cross section as required by city policy for facility types specified on the Future Traffic Circulation Map.								
POLICY 1.2.3.	The City shall ensure that protected right(s)-of-way are reserved at the time of project review for issuance of a level of service compliance decision. Failure to reserve protected right(s)-of-way as a condition of level of service determination shall be considered a violation of the 20345 (long range) level of service standard for that roadway and shall, therefore, be prohibited. Such ordinance shall also contain mitigation measures designed in part to preclude the taking of private property unless fair compensation for any such taking is provided. These measures shall address properties which are located in a manner or exhibit characteristics that precludes the reasonable use of such property if the protected right-of-way is maintained free of drainage facilities, structures, or parking during the development of the property. Measures may include, but are not be limited to: 1. The transfer of development right(s), which may be considered pursuant to <u>the</u> future land use policy from the area within a protected right-of-way to an area outside of the protected right-of-way on the same project site. 2. The reduction of required building setbacks, required buffers, and other requirements otherwise contained in this Comprehensive Plan or contained in other local land							X	Update 2035 date to 2045

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
	development regulations, if such reduced requirements are considered on a case-by-case basis and are granted pursuant to a finding of overriding public interest by the local government.							
POLICY 1.2.4.	Adopt a right of way reservation ordinance that requires the dedication to Ormond Beach as a condition of issuance of a level of service compliance finding. Upon adoption of an ordinance, or upon recording of any update to the Future Traffic Circulation Map, the reserved right(s) of way shall be prohibited from all development of drainage facilities, parking or structures, and dedication of the reserved right of way shall be required upon issuance of the development order for any property encompassing said right of way. Appropriate access through reserved right of way as determined by Ormond Beach, will be permitted. Any such reservation of right of way for a particular transportation corridor shall be effective for a period not to exceed five years from time of initial right of way reservation, unless the extends this five year period in one year increments not to exceed an additional five year period.			X				Right-of-way preservation is accomplished through the Site Plan Review Committee review of site plans.
POLICY 1.2.5.	The City shall provide, on an annual basis, and to the Florida Department of Transportation (FDOT) a listing of those State right(s) of way for which right of way protection or right of way reservation is in effect pursuant to the above policies, and for which level of service is worse than, or is projected within the next five years to decline to a level of service that is worse than the adopted level of service. Also, to coordinate with the Metropolitan Planning Organization and FDOT, so as to establish increased priorities for construction of improvements to such roadways based on enhanced availability facilitated by the City's plan and right of way protection or reservation ordinances.			X				The city consistently works with the Florida Department of Transportation regarding development projects. The obtaining of right-of-way along state roadways is primarily a state review responsibility. The Site Plan Review Committee does consider existing and proposed rights-of-way as part of the site plan review process.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 1.2.6. POLICY 1.2.4.	Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.							X	Renumbered.
POLICY 1.2.7. POLICY 1.2.5.	Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.							X	Renumbered.
POLICY 1.2.8. POLICY 1.2.6.	All building setbacks shall be measured from the future right(s)-of-way line.							X	Renumbered.
POLICY 1.2.9. POLICY 1.2.7.	The impact of new and/or widened right(s)-of-way on an existing residential use or residentially zoned property shall be minimized by the use of walls or combination of berm/landscape buffers, as appropriate to the particular site. Impacts to be considered shall include noise levels, safety, aesthetics, usefulness and property values. Walls and other buffers will be constructed by developers.							X	Renumbered.
POLICY 1.2.10. POLICY 1.2.8.	No existing right(s)-of-way for major roads shall be abandoned, vacated or otherwise conveyed from public ownership unless a positive recommendation has been made by the Site Plan Review Committee to the City Commission that the right-of-way will not be needed for the future expansion of the roadway as required in Table 6 1 , “Future Roadway Functional Classification.”							X	Renumbered. Table 6 is renumbered to Table 1
OBJECTIVE 1.3. FUTURE ROADWAY FUNCTIONAL CLASSIFICATION SYSTEM	New streets and intersections shall be planned, designed, constructed and operated to be consistent with Tables 6–Future Roadway Functional Classification System 1 and 2 of the Transportation Element as well as maximize safety and convenience.							X	Reference both tables 1 and 2 of the element. Tables renumbered from 6 and 7.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 1.3.1.	All new streets shall be paved with a minimum paved driving surface to meet the requirements of the Land Development Code.		X						
POLICY 1.3.2.	Pursue advanced acquisition of easements and rights-of-way to reduce project costs and adverse impacts from road projects.		X						
POLICY 1.3.3.	Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.		X						
POLICY 1.3.4.	Implement traffic calming and other measures where needed to encourage motorists to drive with caution and consideration in residential communities.		X						
POLICY 1.3.5.	Work with FDOT <u>the Florida Department of Transportation</u> to incorporate medians and separate turning lanes in the design or redesign of roadways having four or more travel lanes.							X	Spell out acronym.
OBJECTIVE 1.4. ACCESS MANAGEMENT	Protect existing roadway capacity through access management by ensuring on-site circulation for new development shall not interrupt traffic flow on public road facilities.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
POLICY 1.4.1.	All land use plan amendments, zonings, plats and site plans requiring City approval and access to Federal, State, County and City roads shall comply with the following access management strategies, if determined applicable to the location: a. Traffic circulation and maneuvering shall be accomplished on-site; b. Driveway entrances and exits shall be located as far as possible from street intersections; c. Nonresidential lots having frontage on two or more public streets shall have access to the street(s) with the lowest functional classification, <u>unless specifically approved by the City Commission</u>; d. Interior throughways within parking areas shall be separated from parking aisle areas; e. Peripheral outparcels designed for freestanding uses shall be integral parts of the total interior circulation system for a larger site; f. Driveways should align with opposite driveways; g. Joint curb cuts, cross-access easements, internal access for outparcels and other transportation system management strategies shall be employed to effectively reduce the number of curb cuts and median openings on all public road facilities; h. Curb cuts for driveways shall be minimized, and the location and number of cuts should relate to lot size, turnover rate, relationship to adjoining streets and the type of clientele served. Access points shall be designed to prevent hazards to vehicular or non-vehicular traffic.							Amend item “c”. There may be developments that there is a policy decision not to allow access through a residential oriented street. Delete date from item “j”. Spell out acronym in item “o”.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
	Turnout lanes and traffic dividers shall be provided on abutting roadways and on-site where existing or anticipated heavy flows of traffic indicate the need; i. Internal streets, roads, driveways and parking, loading and service areas shall be designed so as to provide safe and convenient vehicular access to all uses and facilities; j. Development proposals exceeding the thresholds established in the 2008 Votran Transit Design Guidelines shall include transportation demand management strategies, such as: ride sharing, van pooling, carpooling, flextime and bicycle usage, as methods to alleviate the need for automobile trips; k. Joint curb cuts with adjacent development parcels shall be provided where feasible; l. Residential and non-residential developments shall provide internal as well as external connectivity in order to support public transportation facilities for bicyclists and pedestrians; m. Reduce and consolidate private entrances, median crossovers, and similar disruptions to traffic flow; n. Minimum throat distances shall be established for driveway entrances based upon the floor area size of developments to ensure development related traffic does not disrupt through traffic on public roadways; o. New residential developments that exceed 200 average daily trips should provide emergency access independent of the primary access to the development as determined acceptable by the <u>Site Plan Review Committee SPRC</u>; and							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Transportation Element – February 18, 2025										
	p. Residential subdivisions shall have internal road, pedestrian, and bicycle connectivity between each other.									
OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS	Establish <u>Maintain</u> Transportation Concurrency Exception Areas along Votran core transit corridors to support intensified mixed-use development and redevelopment as measured by floor area, impervious surface, and density along commercial corridors and in the downtown redevelopment area.								X	Amend establish to maintain. The Transportation Concurrency Exception Areas exist.
POLICY 1.5.1.	As depicted on Figures 6 through 9 of the Future Land Use Element, the following corridors and parcels fronting and having access within ¼ mile of said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs): a) A1A from SR 40 south to the city line; b) SR 40 from A1A to Williamson Boulevard; and c) US-1 from Wilmette Avenue south to the city line.		X							
POLICY 1.5.2.	Development and redevelopment within designated <u>Transportation Concurrency Exception Areas</u> TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.								X	Spell out acronym. Add “.” After Objective 1.6 for numbering consistency.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Transportation Element – February 18, 2025									
POLICY 1.5.3.	Development and redevelopment within <u>Transportation Concurrency Exception Areas</u> TCEAs shall enhance community design by incorporating the following mobility strategies: a) Transportation demand management; b) Transportation system management; c) Alternative modes of transportation; d) Land use densities and intensities to support alternative modes of transportation; e) Mix of land uses; f) Plans to maintain or improve connectivity between all modes of transportation; and g) Transit and pedestrian-oriented design.							X	Spell out acronym.
POLICY 1.5.4.	By July 2011, the City shall enter into an Interlocal Agreement with Volusia County for development of a transit option as an alternative to the current road mitigation policy contained in the Volusia County’s Traffic Impact Assessment Guidelines which is applicable to the City’s TCEAs.			X					Proposed to be deleted. This policy sought to replace the Volusia County thoroughfare road impact fee with a mobility fee. There was no agreement for this policy implementation.
POLICY 1.5.5. <u>POLICY 1.5.4.</u>	The mobility fee(s) (transit, and non-motorized) which replace the local impact fee within the <u>Transportation Concurrency Exception Areas</u> TCEAs shall be maintained. become effective on the effective date of the Comprehensive Plan. All three fees shall be assessed outside of the TCEAs.							X	The mobility fee was enacted and should be maintained. Renumbered.
POLICY 1.5.6. <u>POLICY 1.5.5.</u>	A mix of residential and non-residential uses <u>shall be encouraged in the Downtown Community Redevelopment Area</u> shall be required such that a minimum of 10 percent of the floor area of commercial/office uses shall be in the form of residential dwelling units. Residential units may be							X	This policy appeared to be written for citywide mixed use. The policy is geared for the Transportation Concurrency Exception Areas and specifically the Downtown

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	vertically or horizontally mixed with the non-residential portion of the development.								Community Redevelopment Area. Renumbered.
OBJECTIVE 1.6. MULTI-MODAL STRATEGIES	Coordinate a multi-modal strategy with transportation planning and the land use element to provide alternative travel modes which are sufficient to accommodate the uses depicted on the Future Land Use Map and adopted Downtown Community Redevelopment Area Plan.		X						
POLICY 1.6.1.	Multi-Modal Corridors shall be established for roadway corridors which have at least three of the following characteristics: a) Presence of transit; b) Opportunities for redevelopment or infill development; c) Downtown; and d) Constrained roadways.		X						
POLICY 1.6.2.	Transportation Concurrency Exception Areas The TCEAs identified on Figures 6 through 10 of the Future Land Use Element shall also be classified as Multi-Modal Corridors and all Multi-Modal strategies shall apply to the corridors.							X	Spell out acronym. Clarified the Figures are in the Future Land Use Element.
POLICY 1.6.3.	The land use and transportation strategies that support and fund mobility are contained in the Ormond Beach Multi-Modal Strategy, October 2010 , which is adopted and incorporated herein as part of the Comprehensive Plan, and shall be adhered to as it relates to the non-motorized and transit vision plans articulated therein.							X	Deleted date reference.
POLICY 1.6.4.	Where development proposals that are consistent with the City's Future Land Use Map (FLUM) in terms of both land use type and density or intensity and located along the Multi-Modal Corridors where current and projected 2017 level of							X	Projects in the Multi-Modal Corridors are exempt from concurrency. Projects in these areas are required to provide the items in “a” through “d”.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
	service standards are currently met, shall implement the following strategies will be implemented: a) Access management; b) Bike facilities; and c) Sidewalk connectivity; and d) On or off site transit facility improvements as recommended by Votran.							Update 10/27/25 - Based upon the Florida Commerce “null and void” letter dated October 17, 2025 proposed change to Policy 1.6.4. of the Transportation Element is to delete letter “d” in its entirety. Note double strikethrough is newly deleted text.
POLICY 1.6.5.	Where development proposals are consistent with the City’s FLUM in terms of land use type and density and intensity, but are located along Multi-Modal Corridors where current and projected 2017 level-of-service standards will not be met, the following strategies will be implemented: a) All of the strategies identified in policy 1.6.4.; and b) On or off site transit facility improvements as recommended by Votran.			X				Projects in the Multi-Modal Corridors are exempt from concurrency. This policy is to be combined with Policy 1.6.4.
POLICY 1.6.6.	Where development proposals require a Comprehensive Plan amendment in order to be consistent with the City’s FLUM in terms of land use and density or intensity for property that is located on Multi-Modal Corridors where current and projected 2017 level-of-service standards are currently met, the following strategies will be implemented: a) All of the strategies identified in policy 1.6.4.; b) All of the strategies identified in policy 1.6.5.; and c) A negotiated contribution for operations to support existing or enhanced transit service. —			X				Projects in the Multi-Modal Corridors are exempt from concurrency. This policy is to be combined with Policy 1.6.4.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 1.6.7.	The City shall not encourage development proposals that require Comprehensive Plan amendments in order to be consistent with the City’s FLUM in terms of land use and density or intensity for property that is located on Multi-Modal Corridors where current and projected 2017 level of service standards are not being met.			X					Multi-Modal Corridors are exempt from concurrency. Each Comprehensive Plan amendment should be reviewed on its own data and analysis. This policy would appear to not allow Comprehensive Plan amendments that may reduce infrastructure demands.
POLICY 1.6.8.	Until the completion of redevelopment plans for A1A and US-1, the City shall review and require development to comply with the standards contained in Votran’s Transit Guidelines and to provide on-site and off-site transit improvements, as necessary.			X					Redevelopment plans were explored as part of the establishments of Community Redevelopment Areas. If there is a desire to complete redevelopment plans, these plans would be zoning documents and would include redevelopment funds.

Goals, Objectives, Policies			Recommended Action						Explanation/Modification	
			FL Statute Citation	Keep	Delete	New	Replace	Move		Modify
Transportation Element – February 18, 2025										
POLICY 1.6.9.	Redevelopment plans on A1A and shall identify: a) Areas where private investment supports efficient transit operations and related facilities shall be located; b) Infrastructure needs; c) Opportunities for density bonuses which shall not exceed the densities illustrated below, intensity transfers, affordable housing, and alternative forms of transportation to ensure level of service standards are maintained and improved; Maximum Densities for A1A and US 1 TCEAs				X				There has been no direction for redevelopment plans for A1A. If there is a desire for a redevelopment plan, then this policy should be included in the Future Land Use Element. Note there are land uses within this policy that do not exist along A1A.	
		Proposed								
	Land ——— Use Classification	Density								FAR
	Low ——— Density Residential	4.3 upa								0.2
	Medium — Density Residential	5-15 upa								0.3
	Tourist Commercial	32								1.5
	General Commercial	32								0.7
	Heavy Commercial	18								0.8

Goals, Objectives, Policies				Recommended Action							Explanation/Modification
				FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025											
	Public Institutional	N/A	0.8								
	Recreation/Open Space	N/A	0.5								
	d. Land assembly opportunities; and e. Public parking areas in lieu of private on-site parking.										
POLICY 1.6.10. <u>POLICY 1.6.5.</u>	The City shall evaluate land use plan amendments for reductions in vehicle miles traveled along Multi-Modal Corridors in accordance with the City’s adopted Multi-Modal Strategy.									X	Land use plan should consider Multi-Modal strategies. Renumbered.
POLICY 1.6.11. <u>POLICY 1.6.6.</u>	The City shall utilize enhanced access management strategies along the Multi-Modal Corridors to improve the efficiency of the corridors.									X	Renumbered.
POLICY 1.6.12. <u>POLICY 1.6.7.</u>	For all land use plan amendments, re-zonings, plats, and site plans where the development proposal exceeds the thresholds contained in Votran’s Transit Guidelines, Votran shall be requested to review and provide the City and the applicant transit improvement options.									X	Renumbered.
<u>POLICY 1.6.8.</u>	<u>The City shall seek a redevelopment plan and implementing strategies to create a Community Redevelopment Area within the US Highway 1 (South Yonge Street) corridor.</u>						X				New Policy based on City Commission direction at February 4, 2025 workshop.
POLICY 1.6.13.	The City shall adopt a redevelopment plan and implementing strategies for the US 1 CRA Corridor by December 2012 and for the A1A CRA Corridor by December 2014. After the redevelopment plan is adopted, it shall be incorporated into					X					Redevelopment plans for US 1 and SR A1A were not possible. No additional Community Redevelopment Areas are being sought.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	the Comprehensive Plan through an amendment to the Comprehensive Plan.								
OBJECTIVE 1.7. ALTERNATIVE MODES OF TRANSPORTATION	The City shall promote alternative modes of transportation through the construction of bike paths, pedestrian facilities and the use of transit.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 1.7.2. <u>POLICY 1.7.1.</u>	Bike lanes <u>and multi-use paths</u> shall be established where feasible on one side of every arterial (except I-95) and collector street with sidewalks established on the opposite side of the street.							X	Renumber for accuracy. Added multi-use paths based on City Commission direction at February 4, 2025 workshop.
POLICY 1.7.3. <u>POLICY 1.7.2.</u>	The City shall incorporate Votran as a reviewing entity for those developments which meet or exceed the recommended review thresholds contained in Votran’s Transit Design Guidelines, as amended.							X	Renumber for accuracy.
POLICY 1.7.4. <u>POLICY 1.7.3.</u>	In order to promote pedestrian safety, pedestrian activated walk signals shall be incorporated at all signalized intersections in Downtown Ormond Beach, at beach access points and other appropriate areas as warranted.							X	Renumber for accuracy.
POLICY 1.7.5. <u>POLICY 1.7.4.</u>	The City shall continue to implement the its adopted 2002 Sidewalk Master Plan <u>and Bicycle Master Plan</u> as amended to add sidewalks based upon evaluation criteria that includes safety, school access, recreational access, and transit access and road classification. Amendments shall be included in the annual update of the Capital Improvements Element and in the non-motorized fee calculation.							X	Removed 2002 date. Add Bicycle Master Plan. Renumber for accuracy.
POLICY 1.7.6. <u>POLICY 1.7.5.</u>	The City shall permit a payment in lieu of sidewalk construction for development if it is determined <u>by the Site Plan Review Committee that the construction of the sidewalk is not feasible and</u> that the need for <u>a sidewalk</u> is much greater in other areas of the city.							X	Amended to allow the Site Plan Review Committee to determine if a sidewalk construction is not feasible. Renumber for accuracy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 1.7.7. <u>POLICY 1.7.6.</u>	The City shall implement the Bicycle and Pedestrian Safety Master Plan recommendations prepared by the VTPO <u>Transportation Planning Organization</u> for all elementary schools within the City through its annual sidewalk program.							X	Removed VTPO and added Transportation Planning Organization. Renumber for accuracy.
POLICY 1.7.8. <u>POLICY 1.7.7.</u>	The City shall educate the public as to the benefits of bicycling, walking and other non-motorized transportation options including those benefits related to improving air quality, reducing energy consumption, reducing congestion, stimulating the economy and promoting health and physical fitness.							X	Renumber for accuracy.
POLICY 1.7.9. <u>POLICY 1.7.8.</u>	Increase the use of transportation alternatives to the automobile by providing increased opportunities for the use of transit, and encouraging carpools, vanpools, walking and bicycling, and by reducing the need for new or expanded automobile and automobile parking facilities.							X	Renumber for accuracy. Deleted automobile and.
POLICY 1.7.10. <u>POLICY 1.7.9.</u>	Encourage the use of alternative fuels for city vehicles, transit vehicles and as feasible, any other motor vehicles as a means for reducing greenhouse gas emissions and conserving energy.							X	Renumber for accuracy.
<u>POLICY 1.7.10.</u>	<u>The city shall prioritize the use of Complete Streets efforts as a method for planning, designing, redesigning, building, operating and maintain streets that enables safe access for all people who utilize roadways, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.</u>				X				Proposed to add a “Complete Street” policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
OBJECTIVE 1.8. TRANSIT DESIGN PRINCIPLES	Integrate transit supportive design policies into the Land Development Code.		X						
POLICY 1.8.1.	Reduce the amount of parking in new development and redevelopment by promoting and permitting the following strategies: a) Shared parking between uses which have different peak parking characteristics; b) Encouraging grass parking for low trip generating land uses; <u>and</u> c) Accepting alternative parking demand ratios based upon parking studies; ; <u>and</u> d) Establishing parking maximum ratios of no more than 2.0 spaces per residential unit and 3 parking spaces/1000 square feet of office or retail floor area.							X	There are concerns with the maximum parking ratios in item “d” and these are proposed to be deleted.
POLICY 1.8.2.	Financial and regulatory incentives <u>within the Downtown Community Redevelopment Area</u> shall be tailored to favor <u>encourage</u> single parcel and mixed-use developments. The City shall provide the following incentives to encourage a horizontal or vertical mixed-use component containing residential and non-residential uses: a) Flexible parking requirements in accordance with Policy 78.1.4 of the Future Land Use Element; and b) Funding assistance through loans and grants through Tax Increment Financing. c) Public, regional stormwater facilities in lieu of private individual site-specific storm water retention.							X	Added “.” to policy number for consistency. This policy is solely within the Downtown Community Redevelopment Area.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	d) Administrative regulatory relief as it pertains to dimensional and yard standards.								
POLICY 1.8.3.	To recognize the availability of transit, on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by 20 <u>percent</u> % for all development and redevelopment along a recognized Multi-Modal Corridor.							X	Spell out percent
POLICY 1.8.4.	Provide bicycle parking and separate, high quality, pathway connections for pedestrians and bicycles between internal parts of a development as well as to adjacent parcels.		X						
POLICY 1.8.5.	Applicants for individual development projects shall be <u>encouraged</u> required to fund and maintain continuity of off-site transit, roadways, circulation between adjacent parcels, and provide easements for trails, pathways, or sidewalks.							X	Development projects cannot be required to provide easements for lands that they do not own.
POLICY 1.8.6.	Sidewalks shall have direct connections between main building entry points and designated transit stops.								
POLICY 1.8.7.	By July 2012, the City shall incorporate level of service standards for sidewalk coverage within Multi-Modal Corridors into the Comprehensive Plan to ensure connectivity exists between residential areas, shopping areas, public services, recreation, and transit stops.			X					The Land Development Code requires sidewalks for all new development. There is no Level of Service standard for sidewalks.
GOAL 2. MITIGATION	ALL DEVELOPMENT AND REDEVELOPMENT OUTSIDE OF LOCALLY DESIGNATED TRANSPORTATION <u>CONCURRENCY EXCEPTION AREAS</u> TCEA’S SHALL BE REQUIRED TO MITIGATE IMPACTS OF DEVELOPMENT ON STATE, COUNTY AND CITY ROADS.	163.3177 (6)(b)						X	Spell out acronym.

Goals, Objectives, Policies			Recommended Action					
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
OBJECTIVE 2.1. MITIGATION	All new developments that may be considered significant traffic generators shall provide a traffic impact assessment consistent with the requirements in the City’s Land Development Code and if required, transportation improvements to mitigate their impacts on the City’s transportation system.		X					

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 2.1.1.	The City shall utilize Volusia County Metropolitan the <u>Transportation Planning Organization’s (VCMPO)</u> Transportation Impact Analysis (TIA) Guidelines Methodology as the principal means for assessing site development impacts on state, county and city roads.							X	All references to Metropolitan Planning Organization (MPO) changed to Transportation Planning Organization.
POLICY 2.1.2.	New development shall construct that portion of any proposed road identified in the Long Range <u>Future Traffic Circulation Map</u> that abut or bisect their property and shall align new roads with existing and proposed facilities.							X	Reference correct title of Future Traffic Circulation map
POLICY 2.1.3.	Mitigation funded through monetary or Proportionate Fair Share contributions may include either singularly or in combination any of the following improvements: road improvements, transit facility improvements, transit operation contributions, bicycle trail construction, TDM <u>Transportation Demand Management</u> strategies, or other appropriate measures which reduce vehicle miles traveled.							X	Modified TDM to state Transportation Demand Management
POLICY 2.1.4.	The City shall adopt level of service standards adopted for roadways Citywide outside of the <u>Transportation Concurrency Exception Areas</u> TCEAs as amended and listed in the Capital Improvements Element of the Comprehensive Plan.							X	Spell out acronym.

POLICY 2.1.5.	The following major collector or higher classification roadways within the City are considered constrained for road-widening purposes only by their respective jurisdiction.								
	Constrained roads by jurisdiction:								
	SR 40 from Nova to A1A								
	A1A from North City Line to SR 40								
	A1A from SR 40 to South City line								
	US 1 from Wilmette to the southern eCity line								
	North and South Beach Street from Big Pine Tree Drive to the eCity line respectively								
	For the purposes of pPolicy 2.1.5., the following terms shall apply: a. Road-widening is defined as improvements made specifically to add traffic capacity to a road segment(s) which may or may not require additional right-of-way. Segments do not include intersections. b. Road reconstruction is any improvement made to an existing substandard road in order to bring it up to adopted roadway standards.							X	Big Tree Drive needs amending to Pine Tree Drive. Added “.” to policy number for consistency.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	c. Road efficiency improvements are those made to increase safety or efficiency of an existing intersection which may or may not require right-of-way. Constrained roadways may be improved through road reconstruction or efficiency improvements.								
GOAL 3. DECISION-MAKING AND DESIGN	TRANSPORTATION DECISION-MAKING AND DESIGN SHALL TAKE INTO CONSIDERATION THE PHYSICAL ENVIRONMENT THROUGH WHICH ROADWAYS PASS THROUGH.	163.3177 (6)(b)	X						
OBJECTIVE 3.1. DESIGN	The transportation system shall be designed to: 1) be context sensitive, thereby improving integration of roads into the physical environment and community; and 2) promote aesthetics through the creation of overlay districts and the provision of appropriate landscaping of medians which will not adversely impact public safety.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 3.1.1.	Medians in subdivision roadways shall utilize drought resistant landscaping whenever possible. Irrigation systems shall be installed in the landscaped medians and maintained in perpetuity by property owner associations.		X						
POLICY 3.1.2.	The City shall utilize Greenbelt and Gateway Preservation District Standards on selected major arterial and collector roadways leading into the City. Enhanced setback distances, building design, and ground mounted signs, shall be signature elements to creating attractive entranceways into the City.		X						
POLICY 3.1.3.	The City shall not as a general policy, support improving roadway <u>Level-of-Service</u> LOS, regardless of roadway jurisdiction, at the expense of reducing or eliminating landscaped medians, except for as approved by the City Commission.							X	Spell out acronym.
POLICY 3.1.4.	The City shall formally recognize and provide appropriate protection for scenic highways and roadways.		X						
POLICY 3.1.5.	The City shall assist the Corridor Management Entity to implement the vision statement within the adopted Corridor Management Plan of the Florida State designated Ormond Scenic Loop and Trail.		X						
GOAL 4. TRANSPORTATION DEMAND MANAGEMENT STRATEGIES	IMPLEMENT TRANSPORTATION DEMAND MANAGEMENT STRATEGIES DESIGNED TO INCREASE TRANSPORTATION SYSTEM EFFICIENCY BY MANAGING THE DEMAND SIDE OF THE DEMAND/CAPACITY RELATIONSHIP THUS REDUCING TOTAL VEHICLE TRIPS.	163.3177 (6)(b)	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
OBJECTIVE 4.1. TRANSPORTATION DEMAND MANAGEMENT	Promote Transportation Demand Management (TDM) to support efficient use of the transportation and transit system.		X						
POLICY 4.1.1.	Develop TDM <u>Transportation Demand Management</u> strategies and programs in cooperation with the VCMPPO <u>Transportation Planning Organization</u> , VOTRAN <u>Votran</u> , FDOT <u>the Florida Department of Transportation</u> and other local jurisdictions.							X	Spell out acronyms.
POLICY 4.1.2.	Work with the School District, city residents, developers, Homeowners’ Associations (HOAs), and property management companies through residential based programs, to promote the use of <u>Votran</u> , non-motorized travel, and other alternatives.		X						
POLICY 4.1.3.	Work with the Chamber of Commerce or similar entity dedicated to economic development and business prosperity to establish a Transportation Management Initiative (TMI) designed as an Employer Outreach Service to market TDM <u>Transportation Demand Management</u> programs, advocate transit improvements, and act as host of ridesharing databases for industrial concerns located at the City’s Airport Business Park and Ormond Crossings.							X	Amended to spell out acronyms.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification		
			Keep	Delete	New	Replace	Move		Modify	
Transportation Element – February 18, 2025										
POLICY 4.1.4.	Develop a multi-modal access guide providing concise information about how to use various travel modes to get to a particular destination. The multi-modal guide should include but shall not be limited to the following information: a) Maps and graphics on how to use transit as well as walk and bicycle to a particular destination; b) Transit information such as frequency, fares, routes, and schedules; c) Contact information for transit providers, to include telephone numbers; d) Contact information; e d) Times and distances for those walking from a transit stop to a particular destination such as the beach; f e) Information about other modes, such as schedules and contact information for airport service; g f) Information for people with disabilities, such as how to make transit access arrangements; and h g) Information on bicycle facilities, such as parking, at destinations.							X	Deleted repeated contact information and re-numbered.	
POLICY 4.1.5.	Require all development and redevelopment to incorporate bicycle facilities such as bike racks into the overall design of the site and encourage require all developments which exceed the Votran Transit Guideline thresholds for review to also incorporate lockers and showers to support employees to walk or bicycle to and from work.								X	Amended to encourage developments to provide lockers/showers instead of require.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 4.1.6.	Require all applicants requesting a city approval and whose development exceed the Votran Transit Guideline thresholds, to show evidence that they have analyzed and evaluated potential TDM <u>Transportation Demand Management</u> strategies.							X	Spell out acronyms.
<u>POLICY 4.1.7.</u>	<u>Require all development to provide sufficient provisions for connection to existing and proposed pedestrian facilities.</u>				X				New policy proposed.
GOAL 5: ORMOND CROSSINGS ACTIVITY CENTER	THE ORMOND CROSSINGS ACTIVITY CENTER SHALL INCORPORATE A MOBILITY STRATEGY THAT ENSURES THAT A TRANSPORTATION NETWORK (ROAD, TRANSIT, TRAVEL DEMAND MANAGEMENT) IS IN PLACE TO FACILITATE AN ECONOMICALLY VIABLE COMPONENT OF THE CITY’S ECONOMIC DEVELOPMENT GOALS. THIS SHALL BE IMPLEMENTED THROUGH THE APPLICATION OF A TRANSPORTATION CONCURRENCY EXCEPTION AREA (TCEA) SO THAT MULTIPLE TRANSPORTATION MITIGATION SOLUTIONS THAT INCLUDE ROADWAY IMPROVEMENTS, MULTI-MODAL OPPORTUNITIES AND TRANSPORTATION DEMAND MANAGEMENT SYSTEMS CAN BE USED TO PROVIDE FOR A SUSTAINABLE TRANSPORTATION NETWORK.	DCA Stipulation Settlement Agreement		X					
OBJECTIVE 5.1. ORMOND CROSSINGS ACTIVITY CENTER TRANSPORTATION CONCURRENCY EXCEPTION AREA	Consistent with Section 163.3180, <i>Florida Statutes</i> , the City hereby establishes a Transportation Concurrency Exception Area (TCEA) for the Ormond Crossings Activity Center to support a mixed-use development and address redevelopment concerns by implementing a mobility strategy that addresses the impacts to the City and County road network, as well as emphasizing opportunities for transit-oriented design, integrated			X					

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
	pedestrian and bicycle facilities, and transportation demand management strategies that mitigates for its impacts to the regional network.								
POLICY 5.1.1.	The City has determined that it is good public policy to use multiple methods of transportation mitigation that can be developed through the Ormond Crossings <u>Transportation Concurrency Exception Area TCEA</u> since the associated mobility strategy addresses the impacts of a mixed-use Activity Center that is located within a Dense Urban Land Area as defined in Section 163.3164, <i>Florida Statutes</i> , and facilitates the implementation of the Ormond Crossings/North Mainland Community Redevelopment Master Plan.							X	Spell out acronym.
POLICY 5.1.2.	The City, working in coordination with the Developer of the Ormond Crossings Activity Center, shall complete the mitigation measures set forth in Policy <u>56.1.3.</u> to ensure implementation of a mobility strategy that addresses the transportation impacts of the Ormond Crossings Activity Center project.							X	Clarification that the developer is responsible for all mitigation measures. Corrected policy number.

POLICY 5.1.3.	The City shall require that the Developer of the Ormond Crossings Activity Center mitigate for cross-jurisdictional transportation impacts in accordance with the standards established by this Policy and the Development Agreement: a. No later than July 31, 2013, the Developer shall pay the Florida Department of Transportation ("FDOT") \$500,000 as funding for a PD&E study for general consideration of State Road 40 improvements from Tymber Creek Road to I-95 (the "PD&E study"). The limits of the PD&E study will be subject to the FDOT's discretion. If the PD&E study is completed and/or paid for prior to July 31, 2013, instead of paying the \$500,000 to the FDOT, the Developer shall apply the \$500,000 to traffic related improvements that benefit Ormond Crossings as the City directs, or at the direction of the City, some or all of the \$500,000 shall be applied to improvements or operations that have the effect of reducing vehicle miles traveled from and to Ormond Crossings. In the event the \$500,000 is paid to FDOT for the PD&E study, and Developers, builders or property owners at Ormond Crossings have paid or thereafter pay mobility fees that are collected for the purpose of funding state transportation improvements, including studies like the PD&E study, then the Developer may be entitled to mobility fee credits from the FDOT or the State of Florida. b. Subject to approval of Volusia County (the "County"), the Developer shall upgrade the approximately 4.15-mile segment of Tymber Creek Road from Airport Road to the I-95 underpass near the project's northern boundary (the "Tymber Creek Road Upgrade"). The Tymber Creek Road Upgrade shall consist of upgrading and repaving Tymber Creek Road within the existing right-of-way to a standard 2-lane typical cross-section acceptable to the County. "Upgrade" shall mean utilizing existing pavement and road base to the maximum extent possible and providing lane widths and shoulders meeting the County's currently adopted standards for a								Item A has been accomplished. Item B has been accomplished. Item D – delete date. Item I has been accomplished. Item K to be amended. Broadway Signal has been accomplished. Also clarify that signals require traffic signal warrant approvals. Renumber text as needed. (see Proposed for correct strikethrough and underline). Corrected TIF acronym to Tax Increment Financing Hyphenated transit-oriented
---------------	--	--	--	--	--	--	--	--	--

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
	2-lane undivided roadway. The Developer is not responsible for new drainage improvements, modifying existing turn lanes previously installed at the entrance to the Southern Pines subdivision, or building sidewalks or bicycle trails along the roadway. The Tymber Creek Road Upgrade shall commence within 1-year of the first subdivision or site plan approval for the portion of Ormond Crossings that is located west of I-95 and shall be completed within 1-year from the date of commencement. If the County does not approve all or a portion of the roadway improvements as proposed in this paragraph, instead of completing those roadway improvements, the Developer shall make alternative related improvements or contributions to operations as provided for in paragraph 22 below. c. As a contribution to the future 4-laning of Tymber Creek Road from Peruvian Trail to Airport Road (the "Tymber Creek 4-laning"), the Developer shall defer its right to use or sell transportation impact fee credits to which it may be entitled in connection with the Tymber Creek Road Upgrade until the County has collected \$3,500,000 of transportation impact fees in connection with building permits issued for construction at Ormond Crossings, provided the County agrees to escrow or otherwise earmark the \$3,500,000 to construct the Tymber Creek Road 4-laning when the County has acquired any necessary right-of-way, designed and permitted the Tymber Creek Road 4-laning and has sufficient additional funds available, if additional funds are needed, to construct that roadway improvement. Developer's agreement to defer the use or sale of transportation impact fee credits shall not reduce the							

Goals, Objectives, Policies	FL Statute Citation	Recommended Action						Explanation/Modification
		Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025								
	amount of transportation impact fee credits to which the Developer may be entitled pursuant to the applicable County ordinance or a separate agreement between the Developer and Volusia County. d. The Developer, the City and the North Mainland/Ormond Crossings <u>Community Redevelopment Area</u> CRA Authority ("CRA Authority") shall pursue the design and construction of Crossings Boulevard, including the overpass of I-95, to address the conditions of blight identified in the Master Redevelopment Plan North Mainland CRA, dated March 2005. A portion of the funding for the improvement shall be generated through the use of tax increment <u>financing</u> funds ("TIF") and a portion shall be provided by the Developer or generated by the proposed Ormond Crossings Community Development District (CDD) through the use of special assessment bonds. e. The segment of Crossings Boulevard from US-1, including a railroad fly-over, to a round-about will be part of Ormond Crossings Phase A ("Segment 1"). The Developer shall design and permit Segment 1 and the Developer or the <u>Community Development District CDD</u> shall loan sufficient funds to the <u>Community Redevelopment Area</u> CRA Authority (the "Segment 1 Loan") so the <u>Community Redevelopment Area</u> CRA Authority can commence construction of Segment 1 within 5 years after the Phase A plat is recorded. The terms and conditions of the Segment 1 Loan shall be provided for in a separate agreement between the Developer or the <u>Community Development District CDD</u> and the <u>Community Redevelopment Area</u> CRA Authority, provided that regardless of the amount of the							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
	loan to the <u>Community Redevelopment Area</u> CRA Authority, repayment, including reimbursement of the lender's cost of money, shall be limited to the extent that the County's contribution of <u>tax increment financing</u> TIF shall be limited to \$4,000,000 and the City's contribution shall be limited to \$8,000,000, totaling a maximum contribution of \$12,000,000. Segment 1 shall be designed and constructed as a 4-lane divided roadway with landscaped medians. The roadway shall be completed prior to the project exceeding 2,017 net peak-hour external trips. f. Crossings Boulevard shall be extended from Segment 1, including an I-95 fly-over, to connect to an internal roadway within Ormond Crossings, west of I-95 ("Segment 2"). The Developer or the <u>Community Development District</u> CDD shall commence design and permitting of Segment 2 at such time as the <u>Community Redevelopment Area</u> CRA Authority provides written notice that it can reasonably foresee having the ability, within 2 years, to repay the Segment 1 Loan. The Developer or the <u>Community Development District</u> CDD shall proceed with the construction of Segment 2 upon repayment of the Segment 2 Loan or as soon as the design and permitting of Segment 2 are completed, whichever is later. Segment 2 shall be designed and constructed as a 2-lane undivided roadway, but the Developer shall provide sufficient right-of-way to accommodate widening to a 4-lane divided cross section in the future. The roadway shall be completed prior to the project exceeding 4,000 net peak-hour external trips. g. The Developer shall construct or cause a successor developer or developers to construct an internal roadway							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
	system that provides a connection from the terminus of Segment 2 to US-1, northwest of its interchange with I-95. That roadway connection to US-1 shall be completed prior to buildout of 1,000 residential units at Ormond Crossings. h. Within 6 months following commencement of construction of Segment 1 by the <u>Community Redevelopment Area CRA</u> Authority, the Developer or the <u>Community Development District CDD</u> shall commence construction of a road segment from the point of terminus of Segment 1 northward to connect to Tymber Creek Road via an I-95 underpass (the "East-West Connector Road"). The East-West Connector Road shall be completed within 1 year following commencement or when Segment 1 is completed, whichever is later. i. The Developer shall install a traffic signal at US-1 and Broadway Avenue and turn lane improvements (the "Broadway Signal and Turn Lanes"). The Broadway Turn Lane improvements shall consist of an eastbound left turn lane, through lane, and right turn lane on Broadway Avenue at US-1 and a southbound right turn lane on US-1 at Broadway Avenue. The Turn Lane improvements shall be constructed prior to the eastbound (Broadway Avenue) approach traffic exceeding 53 vehicles during the eight highest hours of an average weekday, as documented in the Annual Report. The Broadway Signal shall be installed within one year of when the eastbound (Broadway Avenue) approach traffic meets traffic signal warrants based on FDOT study procedures.							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
	j. The Developer shall install a traffic signal and additional turn lanes at US-1 and Hull Road (the "Hull Road Signal and Turn Lanes"). The Hull Road Signal and Turn Lanes shall consist of a southbound right-turn lane at Hull Road, extension of the northbound (US-1) left-turn lane to 600 feet, and signalization. Construction shall be completed by December 31, 2012, provided that if the traffic signal is not warranted or if there have been no certificates of occupancy issued within Ormond Crossings by then, the Hull Road Signal and Turn Lanes shall be installed and constructed within 1-year following the date the traffic signal is warranted or the first certificate of occupancy has been issued, whichever is later. k. The Developer shall install the Broadway Signal as specified in number 9 above. The Developer shall also install traffic signals at the entrances to Ormond Crossings from north and south of the I-95 interchange when traffic meets the traffic signal warrants based on the FDOT <u>Florida Department of Transportation</u> study procedures. Concurrently with the installation of each of those three signals, the Developer shall also install communication cable connecting the new traffic signals to adjacent traffic signals within 0.5 mile along US-1. Within 6 months following a request from the City or County, but not later than December 31, 2020, the Developer shall provide the City with a timing study for the traffic signals on US-1 from the traffic signals on from the northern entrance to Ormond Crossings on US-1 to the southern entrance on at Crossing Boulevard/Pine Tree Road.							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
	1. Prior to the project exceeding 2,275 net external peak-hour trips, the Developer shall complete the following improvements at the I-95/US-1 interchange: 1. At the I-95 southbound ramps, add a second southbound I-95 to southbound US-1 left-turn lane, convert the existing inside left-turn lane to a shared through/left-turn lane and extend the southbound I-95 to northbound US-1 right-turn lane to 550 feet. 2. At the I-95 northbound ramps, add a second, I-95 northbound to US-1 southbound left-turn lane and extend the northbound I-95 to northbound US-1 right-turn lane to 550 feet. 3. In the event adjustments to existing traffic signals are necessary with the ramp improvements, the Developer shall make those adjustments but shall not be required to upgrade the signals with mast arms. m. All roadways within Ormond Crossings shall be designed and constructed in accordance with applicable standards of the FDOT <u>Florida Department of Transportation</u>, the County or the City, depending on the agency responsible for the particular roadway. All site plan and site-specific development issues shall be addressed in the <u>Planned Mixed-Use Development PMUD</u> and as part of the subdivision and site plan review processes to ensure compliance with the City's Comprehensive Plan. The Developer shall be responsible for construction of new roadways and improvements, based on the City's local road design standards, to portions of Pineland Trail and Harmony Avenue that are within or bordering Ormond Crossings,							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
	which will be reviewed and approved through the <u>Planned Mixed-Use Development PMUD</u> and site plan processes to insure compliance with the City's requirements. The layout, design and roadway construction standards shall be determined by City staff in accordance with the typical City roadway details during the rezoning and development approval processes. The Developer has a right under the Planned Mixed-Use Development (PMUD) zoning process to request waivers and alternative design standards as prescribed by the City's Land Development Code or as may be provided for in the <u>Planned Mixed-Use Development PMUD</u>. If increased roadway capacity resulting from improvements by the Developer to City streets or roadways is not all required for project related traffic, the Developer or assignee may be entitled to credits for transportation impact fees due to the City in connection with construction within the project. Any transportation impact fee credits shall be determined in accordance with the provisions of the City's impact fee ordinance or separate agreement between the Developer and the City. n. Except as provided for herein with respect to Crossings Boulevard or hereafter specifically agreed in writing, the City and the entity with jurisdiction over the facilities have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting and/or construction of roadway improvements for Ormond Crossings. o. In order to provide safe access and preserve operational capacity, left and right turn deceleration lanes shall be installed by the Developer at all entrances to Ormond							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
	Crossings on collector and arterial roadways, as determined by the appropriate maintaining agency. Pedestrian and transit considerations shall be considered in the design. The Developer and the appropriate maintaining agency shall confirm the need for and the cost of signalization at the entrances to Ormond Crossings consistent with policies of the appropriate governmental entity and when nationally recognized warrants (<u>Federal Highway Administration's FHWA's Manual of Uniform Traffic Control Devices</u>) are met. Signal costs at entrances to Ormond Crossings are the financial responsibility of the Developer through buildout of the project. p. As part of the Ormond Crossings Activity Center mobility strategy, the City will emphasize the use of a multi-modal transportation district for the project and surrounding area that includes, but is not limited to transit services, facilities and amenities as well as transit-oriented development practices and principles to accommodate growth in the area. Ormond Crossings shall adhere to transit-oriented development design principles and concepts within an area appropriate for future transit (see "Accessing Transit, design handbook for Florida Bus Passenger Facilities," <u>FDOT Florida Department of Transportation, Version II 2008</u>). The Developer shall provide annual reports based on methodology acceptable to the City. The City shall use the annual reports to determine if changes to the transportation demand management or multimodal system are warranted. The City shall provide the annual reports to Volusia County and Votran to ensure a coordinated effort for the multimodal improvements and							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
	operations. Prior to the issuance of the first certificate of occupancy, the Developer shall enter into an agreement which addresses roadway and transit capital, operations and maintenance funding. This agreement shall be reviewed and updated five years after the original approval by the City and Votran, and thereafter shall be reviewed and updated as part of the annual reports required as part of the Activity Center designation. q. In the interest of safety, and to promote alternative forms of transportation, the Developer shall provide the following bicycle and pedestrian systems: 1. The on-site bicycle systems shall be connected into any adjacent external bicycle systems existing at the time of construction; 2. Covered walkways shall be designed into the front of non-residential structures to the maximum extent practicable; 3. In all areas of Ormond Crossings where cycling will be accomplished on both sidewalk/bikeways and streets, appropriate signage identifying bike routes will be installed; 4. Connections for bicyclists and pedestrians shall be provided between residential neighborhoods, employment centers and commercial areas to the maximum extent practical; 5. Bicycle support facilities (e.g., parking and lockers) shall be provided at commercial areas and all work areas. r. The following transit related actions are required:							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	
Transportation Element – February 18, 2025								
	1. Bicycle lockers or bicycle racks, transit passenger shelters, and transit parking bays, shall be constructed where necessary to augment and facilitate the operations of transit service to the site as determined by the City in consultation with Votran; 2. Transit pull-out bays and transit shelters as required by the City in consultation with Votran, shall be constructed on-site by the Developer; 3. A site shall be provided for multiple future transit stops to accommodate buses at a location determined by the City in consultation with Votran and the Developer at the time of site plan approval; 4. At the City's request, the Developer shall enter into an agreement with the City in consultation with Votran in order to determine the appropriate number and location of pull-out bays, transit shelters, covered walkways and their location on the site, the size of a future transit super-stop if determined by the City to be appropriate for the estimated ridership, and the viability of a <u>Community Development District</u> CDD operated internal tram system to provide transportation to destinations and transit stops within the project; and 5. When studies are conducted to implement bus service, the Developer shall fully cooperate with the City in donating necessary right-of-way that may be necessary for the route, transit stations, park & ride facilities and other accoutrements deemed warranted by Votran, in consultation with the City.							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
	s. The Developer shall promote and encourage variable work hours and flextime participation by on-site employers. The Developer, employers and owners shall make known to tenants and residents that Ormond Crossings has access to an existing ride-sharing program operated by Votran. Transit and current ride-sharing information shall be prominently displayed in all public gathering areas, in employment centers and other areas as suggested by Votran and the City. Transit access on public rights-of-way, if necessary, shall be provided to meet Votran specifications to facilitate transit to the site. To reduce peak hour trips, the Developer (<u>Community Development District CDD</u>—or property owners' associations) may designate a part-time ride sharing coordinator who is responsible for working with the area transit provider, conducting employee ridesharing campaigns within the project, publicity, processing applications, and distribution information (including transit information). t. The Developer shall coordinate with the City, Votran, the <u>Community Development District CDD</u>, and any property owners' associations to ensure the provision of park and ride spaces onsite and construct an area for use as a rideshare lot to lessen the overall impacts on regional roadways. Spaces for at least 200 vehicles shall be provided and may be shared with parking for commercial land uses. The park and ride spaces shall be proximate to the bus transit stops when established. Park and ride spaces shall be aggregated into groupings of not less than 25 spaces per designated park and ride area, which shall be indicated with appropriate signage. The Developer							

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Transportation Element – February 18, 2025								
	shall coordinate with the City and Votran to accomplish these requirements at the time of site development. u. In order to minimize impacts to the roadway network, roads within Ormond Crossings shall, subject to environmental constraints, be interconnected to the maximum extent feasible as determined by the City. The project will generally be connected to existing neighborhoods and will tie into local streets, where feasible and as deemed appropriate by the appropriate local government. v. The transportation mitigation projects and other mitigation activities to reduce vehicle miles traveled from and to Ormond Crossings are sufficient for the impacts of the project, including impacts on Volusia County roadways. The City hereby acknowledges and agrees that by complying with the provisions of this mitigation strategy, the Developer shall be entitled to fully and completely develop Ormond Crossings without further transportation improvements. If any of the transportation mitigation projects are unnecessary because they were or are being undertaken by a third party or are not possible because they are not approved by the entity with jurisdiction or for any other reason, the Developer shall make alternative traffic related improvements or contributions to operations that have the effect of reducing vehicle miles traveled from and to Ormond Crossings as directed by the City, provided that any alternative mitigation of offsite transportation impacts shall not exceed the cost of the individual transportation mitigation projects being replaced.							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Transportation Element – February 18, 2025									
POLICY 5.1.4.	The City and Volusia County shall use the Traffic Impact Assessment Guidelines and Methodology approved by the Volusia County Metropolitan Transportation Planning Organization (VCMPO) as the principal method of assessing the impacts of the Ormond Crossings project on the local and county road networks. The Developer, the City, and Volusia County agree that the mitigation projects identified in Policy 56.1.3 , constitute a reasonable mitigation solution pursuant to the <u>Transportation Planning Organization VCMPO</u> cross jurisdictional impact guidelines and the mobility strategy implemented as part of the Ormond Crossings Activity Center <u>Transportation Concurrency Exception Area TCEA</u> . The successful completion of the improvements identified in Policy 56.1.3 , addresses the impacts from the project and thereby exempts the project from any and all additional extra-jurisdictional analysis and mitigation not otherwise identified herein.							X	Spell out acronyms and correct Policy reference. Added “.” to policy in text for consistency
OBJECTIVE 5.2. PUBLIC INFRASTRUCTURE AND FACILITIES	The Ormond Crossings Activity Center project provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service or the requirements of the City's Mobility Plan as established in this Comprehensive Plan.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Transportation Element – February 18, 2025									
POLICY 5.2.1.	The City shall utilize an annual monitoring process to analyze, and where necessary, amend the <u>Capital Improvement Element CIE</u> and other related elements, to ensure that public infrastructure and facilities are in place or have a financially feasible commitment to construct the infrastructure or facilities in order to assure adherence to the City’s mobility strategies for the Ormond Crossings Activity Center.							X	Spell out acronyms.
POLICY 5.2.2.	As part of the implementation of the Ormond Crossings/North Mainland <u>Community Redevelopment Area CRA</u> Master Plan and the Ormond Crossings <u>Transportation Concurrency Exception Area TCEA</u> –mobility strategies, the City shall establish in the Ormond Crossings Activity Center a principal arterial roadway, to be known as Crossings Boulevard, which will provide for accessibility between residential, commerce center, retail and service land uses.							X	Spell out acronyms.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Utilities Element, February 18, 2025									
POTABLE WATER AND SANITARY SEWER SUBELEMENT				X					Proposed to delete sub-element headers for each goal.
GOAL 1.A SANITARY SEWER	THE CITY SHALL PROVIDE FOR MUNICIPAL SANITARY SEWER FACILITIES WITH SUFFICIENT CAPACITY TO COLLECT, TRANSMIT AND TREAT SANITARY SEWER FLOWS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL-OF-SERVICE STANDARDS ESTABLISHED FOR THE SANITARY SEWER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR MUNICIPAL SANITARY SEWER TREATMENT INCLUDING THE ESTABLISHED WATER QUALITY-BASED EFFLUENT LIMITATIONS ESTABLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL ON-SITE WASTEWATER TREATMENT SYSTEMS AND PACKAGE TREATMENTS SYSTEMS.	163.3177 (6)(c)	X						
GOAL 1.B POTABLE WATER	THE CITY SHALL PROVIDE FOR MUNICIPAL POTABLE WATER SUPPLY FACILITIES WITH SUFFICIENT CAPACITY	163.3177 (6)(c)	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	FOR RAW WATER SUPPLY, TREATMENT, AND TRANSMISSION OF POTABLE WATER TO MEET CONSUMPTION DEMANDS THROUGHOUT THE DEFINED SERVICE AREAS DURING THE PLANNING PERIOD AND THAT MEET OR EXCEED THE CALCULATED LEVEL-OF-SERVICE STANDARDS ESTABLISHED FOR THE POTABLE WATER SYSTEM. SUCH FACILITIES SHALL MEET OR EXCEED STATE AND FEDERAL REQUIREMENTS FOR MUNICIPAL POTABLE WATER QUALITY, THE CITY SHALL ALSO APPROPRIATELY REGULATE THE USE OF INDIVIDUAL WELL AND POTABLE WATER PACKAGE TREATMENT SYSTEMS.								
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS FUNDING	The potable water, wastewater treatment and reuse irrigation systems shall continue to be operated efficiently and effectively and on an enterprise basis with established user fees to meet the operational costs and <u>connection</u> impact fees to construct new or expand existing facilities.	163.3177 (6)(c)						X	Change impact fee to connection fee based on impact fee update.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 1.1.1.	Areas that are not presently served with potable water and sanitary sewer trunk lines shall be assessed a differential impact fee.			X					The City adopted an impact fee update (Ordinance 2023-30) based on changes in state law on June 6, 2023. There are no differential impact fees with the Ordinance. This Policy is proposed to be deleted
POLICY 1.1.2. <u>POLICY 1.1.1.</u>	The City Owners, operators and managers should undertake efforts to obtain optimum operating levels and facility longevity so as to maximize the use, effectiveness and efficiency of existing facilities.							X	Re-written to clarify this policy applies to the City. Renumbered.
OBJECTIVE 1.2. EFFLUENT REUSE	The City shall continue to operate a wastewater treatment plant effluent reuse distribution system that provides an orderly and cost-effective method of distributing reuse irrigation water to the several major reuse target areas and for residential irrigation.	403.064	X						
POLICY 1.2.1.	The effluent at point of discharge shall meet or exceed the standards established by the Department of Environment Protection (FDEP).		X						
POLICY 1.2.2.	Monitoring equipment and appropriately trained personnel shall be provided at the wastewater plant to ensure the continuous quality of the effluent. The City’s Utility Division shall each year, as the effluent reuse system expands, publicly continually educate its customers on the benefits of participating in the re-use system.							X	Modified policy to state the education regarding the benefits of participating in the re-use system is ongoing.

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 1.2.3.	New residential developments, in the vicinity of reclaimed water transmission mains, shall install ‘dry-lines’ for reclaimed water service. Subdivisions with greater than 100 homes shall provide on-site storage and pumping for peak flow attenuation. Developers have the option of contributing to a reclaimed water construction fund if the development is not in an area scheduled to receive reclaimed water service.							X	This Policy is proposed to be shortened – deleting the text after the first sentence. There is no reclaimed water construction fund. Added “.” after Policy number for consistency.
POLICY 1.2.4.	The City shall implement water conservation and reuse practices as well as demand reduction strategies that are conditions of the City’s current Consumptive Use Permit.							X	Added “.” after Policy number for consistency.
POLICY 1.2.5.	The City will implement the <u>traditional and</u> alternative water supply projects scheduled for completion by 2013 as identified in the Water Supply w-Work Plan.							X	This is part of the Water Supply Work Plan adopted with Ordinance 2024-06. Added “.” after Policy number for consistency.
<u>POLICY 1.2.6.</u>	<u>The City will expand its reclaimed water system in accordance with the 2015 Utility Master Plan and subsequent updates in an effort to improve water quality throughout the region. The City shall establish a target of 100 percent reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system draw down restrictions, system surplus volume, interruptible customer service restrictions, system operational</u>				X				This is part of the Water Supply Work Plan adopted with Ordinance 2024-06.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	<u>efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.</u>								
OBJECTIVE 1.3. INTERIM “PACKAGE-TYPE” WASTEWATER TREATMENT FACILITIES	The use of interim or package-type wastewater treatment facilities shall be regulated by the Land Development Code and restricted as necessary to protect the public health and welfare and to protect the natural resources of the City.	163.3177 (6)(c)	X						
POLICY 1.3.1.	Interim or small “package-type” wastewater treatment plants with a capacity of less than 500,000 <u>gallons per day</u> shall not be allowed in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impacts on water resources (e.g., groundwater aquifers and surface water systems), unless each plant’s owner provides sufficient financial resources to the City to assume responsibility for operating and maintaining the collection, treatment and effluent disposal components in compliance with regulatory requirements and standards.							X	Inserted gallons per day.
POLICY 1.3.2.	Interim or “package-type” wastewater treatment facilities shall be phased out upon notice that access to the system is available. The cost of such connection to the public system shall be the sole responsibility of the owner of the private system.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 1.3.3.	An interim package treatment plant may be permitted when all conditions for establishment of such a plant, as provided for in the Land Development Code (LDC) and City Code of Ordinances, exist.		X						
OBJECTIVE 1.4. INDIVIDUAL WASTE TREATMENT/DISPOSAL SYSTEMS	Individual waste treatment/disposal systems, including septic tanks, will be located, constructed and operated so that, either on an individual or cumulative basis, such facilities will not adversely impact public health or water quality.	163.3177 (6)(c)	X						
POLICY 1.4.1.	On-site wastewater treatment in areas served by centralized wastewater treatment shall be prohibited. However, a private on-site wastewater system may be permitted subject to state laws governing siting and installation provided soil conditions are conducive and the lack of a publicly owned treatment system for service exists.		X						
POLICY 1.4.2.	Property owners shall be principally responsible for paying the capital costs related to connecting to the City’s central sewer system when individual lot septic tank failures are sufficient in numbers to cause health and water quality concerns.		X						
POLICY 1.4.3.	The City shall <u>maintain</u> establish criteria in the <u>Land Development Code LDC</u> that governs the appropriateness of phasing out septic tank							X	Update establish to maintain and spell out Land Development Code.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	systems in favor of connecting to publicly owned treatment systems.								
POLICY 1.4.4.	Minimum lot sizes and associated conditions shall be utilized when prohibiting the use of on-site wastewater systems or permitting such systems when publicly owned centralized treatment systems are not available.		X						
POLICY 1.4.5.	Minimum setbacks shall be established and utilized for the location of on-site wastewater systems from the 100-year floodplains, upland/wetlands systems, and the mean high water mark of natural occurring waterbodies of courses.							X	Delete of courses
POLICY 1.4.6.	The City shall maintain <u>Land Development Code regulations</u> continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the city central sewer system when the gravity sewer system is within 100 feet of the lot line and the home can connect by gravity to the system. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.							X	Amend to modify that the City will maintain Land Development Code regulations versus enforce policies.
OBJECTIVE 1.5. GROWTH MANAGEMENT	All new development shall occur in an orderly and economical manner, to the maximum extent possible, and to the maximum existing public infrastructure possible. with those areas having the greatest combined complement of urban public facilities and services being targeted first. New land areas should be staged							X	Modified to simplify Objective to maximize exiting public infrastructure.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	for urbanization in a contiguous manner that minimizes additional public investments.								
POLICY 1.5.1.	Access to municipal wastewater interceptor or major transmission lines outside of designated urban service areas shall not be permitted except in cases of overriding public benefit and when the area is included or added to a designated urban service area. Consideration shall be given to the following minimum criteria/procedures in the implementation of this Policy. a. Encouragement of future growth and development to occur within areas of existing or planned wastewater service. b. Wastewater transmission or interceptor lines shall not be extended to accommodate premature forms of development.		X						
POLICY 1.5.2.	The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.		X						
POLICY 1.5.3.	The location and timing of providing public facilities and services shall be used as methods of implementing the Comprehensive Plan and associated sound and reasonable growth management policies and plans, and for the		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	establishment of a direct, objective relationship between the entire array of public facilities and services and land use intensities.								
POLICY 1.5.4.	The Departments of Public Works, and Planning and Zoning, and the Divisions of Public Utilities, and Engineering, shall maintain facility demand and capacity information as development orders or permits are issued and shall prepare annual summaries of capacity and demand information for each facility and service area. This shall be accomplished through the concurrency management system, as provided in the Land Development Code.		X						
OBJECTIVE 1.6. LEVEL-OF-SERVICE STANDARDS (LOSS) AND CONCURRENCY	Potable Water and Sanitary Sewer facilities shall be maintained and expanded as needed to meet or exceed adopted <u>Level-of-Service Standards</u> LOSS. Minimum <u>Level-of-Service Standards</u> LOSS standards shall be met when planning capital improvements and reviewing applications for development approval.							X	Spell out acronyms.
POLICY 1.6.1.	The City shall apply level-of-service standards that shall be used as the basis for determining the availability of facility capacity and the demand generated by development in accordance with the Capital Improvements Element.		X						
POLICY 1.6.2.	New development shall be approved by the City only in areas where public or private facilities are available, under construction, or where funds have been committed or scheduled for		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	construction concurrent with the impacts of the new development.								
POLICY 1.6.3.	Existing development with private water supplies not having adequate flow, pressure or poor water quality for firefighting shall be required to connect to the City water system upon notice of availability. <u>Connection</u> Impact fees and meter installation charges will be borne by the property owner.							X	Modify impact fee to connection fee.
POLICY 1.6.4.	Property owners shall be responsible for full capital costs incurred by the City providing water mains and fire hydrants to areas where developments, due to poor water quality or well failure, have inadequate flow or pressure.		X						
POLICY 1.6.5.	The City shall issue Concurrency Certificates concurrent with issuance of a Development Order signifying that facilities and services are available under the City’s District issued <u>Consumptive Use Permit</u> C.U.P. for which if no building permit is applied for and received within a specified time period as provided for in the <u>Land Development Code</u> LDC that such reservation of capacity shall expire.							X	Spell out Consumptive Use Permit and Land Development Code

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 1.6.6.	The withdrawals of water for potable purposes from surface or groundwater supply sources in quantities which would result in the depletion, degradation, contamination or destruction of water resources or natural systems shall be prohibited.		X						
POLICY 1.6.7.	The quality and quantity of potable water used to protect public health and safety require maintenance of adequate water pressures to meet fire flow requirements, monitoring of water quality conditions in the supply system distribution lines to ensure compliance with primary drinking water standards and effluent reuse systems designed to meet the fire flow requirements.		X						
POLICY 1.6.8.	A peak day, domestic demand factor shall be established to determine the required capacity for public potable water systems and sanitary sewer systems. The Utilities Master Plan shall be utilized to review and update these factors as necessary.		X						
POLICY 1.6.9.	The City shall update its water and sewer the Utilities Master Plan as needed ‘Master Plan’ every five years to determine capital needs to maintain the established level of service.							X	Modify the update as needed versus every five years.
OBJECTIVE 1.7. CAPITAL FACILITIES CONSTRUCTION	The City shall ensure that potable water and sanitary sewer facilities are available to meet Level-of-Service Standards.	163.3177 (6)(c)	X						

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 1.7.1.	The Capital Improvements Planning process and Capital Improvements Element shall be utilized to plan, design, and construct cost feasible capital projects in order to maintain <u>Level-of-Service Standards</u> LOSS.							X	Spell out acronym.
POLICY 1.7.2.	Projected demands through the year 2015 shall be met by undertaking those projects as identified in the Capital Improvements Element.							X	This Policy was amended by the Water Supply Work Plan.
POLICY 1.7.3.	Projects needed to correct existing deficiencies shall be given priority in the formulation and implementation of the annual work programs of the City department responsible for the project.		X						
POLICY 1.7.4.	No permits shall be issued for new development which would result in an increase in demand on deficient facilities prior to completion of improvements needed to bring the facility up to standard.		X						
POLICY 1.7.5.	The City will maintain a five-year schedule of capital improvement needs for public facilities, to be updated annually in conformance with the review process for the Capital Improvement Element of this plan. All Capital Improvement projects in the annual budget shall be consistent with the Comprehensive Plan.		X						
POLICY 1.7.6.	All wellfields shall be developed and protected in accordance with the provisions for Public Water Supply Wellfield Protection in the Land Development Code.		X						

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Utilities Element, February 18, 2025								
POLICY 1.7.7.	The City shall continue to implement and develop wellfield expansion programs in accordance with guidelines established in the Utility Master Plan.		X					
DRAINAGE AND STORMWATER MANAGEMENT SUBELEMENT				X				Proposed to delete sub element headers for each goal.
GOAL 2. DRAINAGE AND STORMWATER MANAGEMENT	THE CITY SHALL CONTINUE TO IMPLEMENT A DRAINAGE AND STORMWATER MANAGEMENT POLICY THAT INCORPORATES THE NEED FOR AN EFFECTIVE DRAINAGE AND STORMWATER MANAGEMENT SYSTEM; INVENTORIES EXISTING DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS WITHIN THE CITY; DESCRIBES EXISTING DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS AND THEIR FUNCTIONS; REQUIRES AS MUCH NATURAL STORMWATER MANAGEMENT AS IS FEASIBLE; AND SETS PERFORMANCE STANDARDS TO MAINTAIN A DESIRED LEVEL OF WATER RECHARGE AND SURFACE WATER QUALITY AND WORKS WITH OTHER ENTITIES, BOTH PUBLIC AND PRIVATE, TO ENSURE THE EXECUTION OF THIS GOAL AND ITS ASSOCIATED OBJECTIVES AND POLICIES.	163.3177 (6)(c)	X					

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
OBJECTIVE 2.1. STORMWATER MANAGEMENT UTILITY	The City shall implement the adopted Stormwater <u>Master Management</u> Plan in order to prioritize improvements and expansions to the Stormwater Management System.							X	Update word “Management” to “Master” consistent with Resolution 2023-65.
POLICY 2.1.1.	Develop a public information program that promotes public awareness of the stormwater problems and fosters public participation in the continued implementation of the Stormwater <u>Master Management</u> Plan through the capital improvements planning process.							X	Update word “Management” to “Master” consistent with Resolution 2023-65.
POLICY 2.1.2.	The Stormwater Master Plan shall address the impact that stormwater runoff from existing roads has upon receiving waters and address corrective actions. Corrective actions should include both structural and non-structural measures. Structural measures include retrofitting existing roadways with effective stormwater management facilities. Non-structural measures include increased street sweeping and increased storm sewer cleaning. The Capital Improvements Plan shall be utilized as the principal mechanism in scheduling improvements identified in the Stormwater Master Plan while the Stormwater Utility Fee shall be the chief funding source for stormwater implementation.		X						
POLICY 2.1.3.	The City’s stormwater management system shall be designed and developed to connect and integrate wetlands as a primary means to clean and recharge the aquifer.		X						

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
OBJECTIVE 2.2. DEVELOPMENT REVIEW	Development activities shall be conducted to ensure the public safety and, at the same time, protects and enhances surface water quality of the surface waters, the functioning values of wetlands, and other natural design features, and aquifers recharge.							X	Minor grammatical changes.
POLICY 2.2.1.	New stormwater management systems shall be built consistent with the best available technologies in the field of stormwater design and treatment. The City shall continue to perform <u>under construction</u> field inspections of non-residential and residential development to ensure the stormwater system designs are built and function according to approved stormwater management plans.							X	Add clarification of under construction.
POLICY 2.2.2.									Policy numbering incorrect – does not exist in current version.
POLICY 2.2.3. <u>POLICY 2.2.2.</u>	The utilization of either Best Management Practices (BMPs) <u>or Integrated Management Practices</u> shall be required during road construction, urban development, agricultural, and silviculture activities, to protect natural water bodies and wetlands from pollutants and siltation.							X	Added or Integrated Management Practices as existed in 2010 Evaluation and Appraisal Report. Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 2.2.4. POLICY 2.2.3.	Stormwater management systems that utilize isolated wetlands, shall provide diversion of the <u>initial runoff from a storm event or “first flush”</u> of stormwater to separate facilities.							X	Amended to define what the term first flush is. Renumbered.
POLICY 2.2.5. POLICY 2.2.4.	Sufficient water shall be retained on-site to support natural groundwater and surface water levels throughout the year, to allow aquifer recharge and avoid over draining natural watersheds.							X	Renumbered.
POLICY 2.2.6. POLICY 2.2.5.	Drainage and stormwater management systems shall use natural systems to the greatest extent possible, and land development modifications shall resemble natural features to the greatest extent practicable.							X	Renumbered.
POLICY 2.2.7. POLICY 2.2.6.	The following criteria shall apply when considering applications for development activities that utilize wetlands as part of the stormwater management system: a. Stormwater outfalls from a development may be directed to the wetland only when free of debris and free of chemical pollutants and silt that will adversely impact wetlands, and only at rates that do not disturb vegetation or increase turbidity. Sheet flow and other overland drainage of runoff shall be controlled. b. The proposed action shall not cause stormwater runoff on the wetland to take							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	place at a rate that would exceed the natural rate. c. The allowed total increased runoff, in combination with the total fill allowed, shall not cause total natural flood-storage capacity of the wetland to fall below, or fall below further, the projected volume of runoff on the whole developed wetland watershed generated by a 100-year frequency, 24-hour duration rainfall event.								
POLICY 2.2.8. <u>POLICY 2.2.7.</u>	Owner/operators of stormwater management systems shall be effectively required to maintain their systems according to the requirements of their Development Orders and <u>state agency permits</u> Building Permits .							X	This Policy applies to private property owners and associations tasked with stormwater maintenance. This Policy is proposed to be amended to include state agency permits. Renumbered.
POLICY 2.2.9. <u>POLICY 2.2.8.</u>	Open spaces shall be designed for multiple purposes and arranged to connect isolated wetlands so as to provide wildlife corridors and stormwater management conveyance.							X	Renumbered.
POLICY 2.2.10. <u>POLICY 2.2.9.</u>	Developers shall produce for examination, by the City, justified computer models and other data that objectively provide information relevant to their proposed projects.							X	Renumbered.
POLICY 2.2.11. <u>POLICY 2.2.10.</u>	Existing natural drainage systems shall be incorporated into the development’s stormwater management system consistent with the performance standards for protection of wetlands.							X	Renumbered.
POLICY 2.2.12. <u>POLICY 2.2.11.</u>	Stormwater management systems shall be designed to ensure that post-development runoff							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	does not exceed pre-development levels, in terms of the volume, rate, timing and pollutant load of runoff.								
POLICY 2.2.13. POLICY 2.2.12.	Development shall preserve or restore the natural shorelines and stabilizing shoreline vegetation of waterbodies. Buffers shall also be required along with the establishment of berm and swale systems near the shoreline to slow and filter runoff from development.							X	Renumbered.
POLICY 2.2.14. POLICY 2.2.13.	Alteration of natural stream channels shall be prohibited.							X	Renumbered.
POLICY 2.2.15. POLICY 2.2.14.	Stormwater runoff shall be detained for a sufficient amount of time, as needed, to provide for the settling and filtration of pollutants to the maximum extent possible before discharging into a surface waterbody or recharging into the groundwater as required by State regulations.							X	Renumbered.
POLICY 2.2.16. POLICY 2.2.15.	All drainage ditch or mosquito control ditch depths shall be tied to groundwater levels so as not to adversely impact wetland functions. Ditches in excess of three (3) feet in depth will be permitted on a case-by-case basis if sufficient information is provided to demonstrate a reasonable assurance that no adverse impact will result.							X	Renumbered.
POLICY 2.2.17. POLICY 2.2.16.	Discharge from drainage or mosquito control ditches directly to surface waterbodies or open water streams shall be discouraged and minimized. Discharge into existing compatible							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	wetlands or constructed retention basins that have been seeded and/or vegetated with wetland plant species shall be encouraged.								
POLICY 2.2.18. <u>POLICY 2.2.17.</u>	Drainage or mosquito control ditches shall be constructed as ditches to meet requirements, with gently sloping sides not to exceed a 4:1 slope. The City will encourage the minimization of ditch construction, use of alternate methods of insect control, or restoration of areas currently drained by historical ditches.							X	Renumbered.
POLICY 2.2.19. <u>POLICY 2.2.18.</u>	There shall be no direct surface water connection from dredged or excavated areas to natural surface waterbodies or open water streams (except for marinas on a case-by case basis).							X	Renumbered.
POLICY 2.2.20. <u>POLICY 2.2.19.</u>	If an outfall from a dredged or excavated area is necessary to remove excess stormwater, then the outfall shall either be routed through a compatible wetland or a shallow retention basin constructed and seeded or vegetated with wetland plant species to act as a filter for runoff.							X	Renumbered.
POLICY 2.2.21. <u>POLICY 2.2.20.</u>	Roads shall be placed to minimize the need for cut and fill, and all cut and fill banks shall be stabilized with minimum maintenance materials to prevent continuing erosion problems.							X	Renumbered.
POLICY 2.2.22. <u>POLICY 2.2.21.</u>	The City shall require where appropriate the planting of wetland vegetation to stabilize eroding shorelines in low-wave-energy areas which helps reduce turbidity and improve water quality.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 2.2.23. POLICY 2.2.22.	Retention and detention facilities shall be constructed consistent with design and performance criteria which include: a) Restricting public access; b) Sloping; c) Stabilization of banks; d) <u>Direct discharge to class II or III waters, as defined in F.A.C. ch. 62-302, water quality standards, part III, water quality criteria-surface water or Outstanding Florida Waters (OFW) is prohibited; Oil or grease contamination; discharges to an Outstanding Florida Water (OFW);</u> e) Use of wetlands for stormwater management and treatment compatible with the ecological characteristics of such wetlands that shall not degrade the wetland by disrupting the normal range of water level fluctuations necessary for sustaining the natural hydroperiod of the wetland; and f) Provisions, where appropriate, to utilize stormwater management systems for reclaimed water storage and/or augmentation.							X	Amend item d to delete and state: Direct discharge to class II or III waters, as defined in F.A.C. ch. 62-302, water quality standards, part III, water quality criteria-surface water or Outstanding Florida Waters (OFW) is prohibited. Renumbered.
POLICY 2.2.24. POLICY 2.2.23.	Environmental assessments of stormwater facilities shall be required of development on the basis of its location, magnitude, and character in order to assess the impacts of stormwater runoff and related facilities upon water quality, fish and							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	wildlife values, floodplains, wetlands, and other environmentally sensitive areas.								
POLICY 2.2.25. POLICY 2.2.24.	No development will be allowed that poses a threat of releasing harmful quantities of pollutants to surface waters during flooding.							X	Renumbered.
POLICY 2.2.26. POLICY 2.2.25.	Roadway designs in wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge to receiving water bodies and wetlands.							X	Renumbered.
POLICY 2.2.27. POLICY 2.2.26.	The <u>Level-of-Service Standard LOSS</u> , in accordance with the Capital Improvements Element, shall apply in the review of development activity.							X	Spell out acronym. Correct punctuation. Renumbered.
POLICY 2.2.28. POLICY 2.2.27.	The discharge of waters from a retention basin into surface waterbodies and open water streams shall be discouraged and minimized. Discharge into existing, compatible wetlands shall be encouraged whenever possible.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 2.2.29. <u>POLICY 2.2.28.</u>	Prior to construction, the City must receive and approve the applicant’s proposal of the entity to be responsible for operation and maintenance of the permitted stormwater management system with the designation of the proposed entity. The City shall receive and approve a document enumerating enforceable affirmative obligations of the entity such as a homeowner’s association, to properly operate and maintain the stormwater management system for its expected life. The documents may consist of a showing of compliance with the City’s acceptance of portions of the system for maintenance; articles of incorporation for condominium or homeowner’s association; or plat or deed restrictions apportioning maintenance responsibility.							X	Renumbered.
POLICY 2.2.30. <u>POLICY 2.2.29.</u>	All detention system surface areas shall consist of a littoral zone that is available for biological assimilation of pollutants. The extent of littoral zone requirements will be based on the ratio of vegetated littoral zone to the surface area of the pond at the controlled elevation. The width shall ensure adequate filtration of surface water runoff, provide for control of erosion and sedimentation, and offer wildlife habitat areas.							X	Renumbered.
POLICY 2.2.31. <u>POLICY 2.2.30.</u>	Dry retention areas shall have at least one foot of freeboard above the 25-year designated high water table.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
OBJECTIVE 2.3. ADMINISTRATION	The City shall continue to administer, in a cost-effective and environmentally safe manner, drainage and stormwater management facilities and services consistent with the Land Development Code (LDC) as supported by the stormwater utility fee, user fees and <u>connection impact</u> fees. Existing deficiencies shall be corrected and the extension or increase in the capacity of the City drainage and stormwater management system shall be coordinated to meet existing and future needs as determined by the Stormwater Master Plan, to maximize the use of existing facilities, and to discourage urban sprawl.							X	Amend impact fee to connect fee.
POLICY 2.3.1.	Priority for capital improvements shall be given to the correction of existing deficiencies as determined by the adopted Stormwater Master Plan.		X						
POLICY 2.3.2.	The City shall coordinate the extension of, or increase in, the capacity of drainage and stormwater management facilities with the needs of the public by ensuring that no development is approved unless the facilities are in place or scheduled to be in place concurrent with development and consistent with the adopted level-of-service standards.		X						
SOLID WASTE SUBELEMENT				X					Proposed to delete sub-element headers for each goal.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
GOAL 3. SOLID WASTE	THE CITY SHALL CONTINUE TO PROVIDE EITHER DIRECTLY OR BY CONTRACT WITH A PRIVATE ENTITY AN ADEQUATE SOLID WASTE COLLECTION, TRANSFER, AND RESOURCE RECOVERY SYSTEM TO MEET THE NEEDS AND DEMANDS OF THE CURRENT AND FUTURE POPULATION WHILE PROTECTING AND ENHANCING THE SOCIAL, ECONOMIC, AND ENVIRONMENTAL QUALITY OF THE CITY AND CO-OPERATING WITH THE <u>VOLUSIA COUNTY TO REDUCE RELIANCE ON AS NECESSARY TO EVENTUALLY ELIMINATE THE USE OF LANDFILLS.</u>	163.3177 (6)(c)						X	The Goal states to eliminate the use of landfills. Goal 8.1 of the Volusia County Solid Waste Sub Element states, “Volusia County shall reduce its reliance on landfills.” This Goal is proposed to be amended consistent with Volusia County Goal to reduce reliance on landfills.
OBJECTIVE 3.1. CITY LANDFILL	The City shall continue to monitor the groundwater and surface water in the vicinity of the landfill after closure to determine if the landfill has any adverse impacts on the environment.		X						
POLICY 3.1.1.	The City will monitor its closed Class III landfill in accordance with Florida Department of Environmental Protection (FDEP) rules.		X						
POLICY 3.1.2.	The City shall continue to implement a program of data collection, monitoring, and periodic review of groundwater and surface water quality parameters to be able to effectively assess if any environmental impacts or health hazards may be associated with leachate.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 3.1.3.	The City shall continue to manage a long-term monitoring program at the landfill that includes at a minimum the following: a. All landfill groundwater monitoring wells monitored on an annual basis; b. Landfill monitoring wells will be tested for water quality parameters in accordance with FDEP requirements; c. Periodic review of data collected and overall monitoring program results; and d. Correction of any problem discovered by the monitoring.							X	Grammatical corrections.
POLICY 3.1.4.	The City shall utilize reclaimed landfill sites for municipal recreation purposes consistent with the <u>Parks and Recreation Master Plan</u> . Recreational and Open Space Master Plan.							X	This policy is proposed to be updated to state “Parks and Recreation Master Plan” versus “Recreational and Open Space Master Plan”.
OBJECTIVE 3.2. SOLID WASTE COLLECTION	The City shall effectively and efficiently operate a solid waste collection system to maximize the use of existing facilities and services and shall provide service to all residential and non-residential establishments within the City limits.		X						
POLICY 3.2.1.	The City shall continue to incrementally expand its solid waste collection system to meet the needs of new growth and to maintain existing levels-of-service.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 3.2.2.	The City shall maintain the Solid Waste Disposal and Collection as an Enterprise Fund to pay for solid waste collection and transfer expenses.		X						
POLICY 3.2.3.	The level-of-service standard for determining the availability of County Landfill facility capacity and the demand generated by development shall be in accordance with the Capital Improvements Element.		X						
POLICY 3.2.4.	The City shall maintain a separate trash handling system for the collection of refrigerators, freezers, appliances, (white goods), and large piles of yard trash.							X	Corrected punctuation.
OBJECTIVE 3.3. RESOURCE RECOVERY AND VOLUME REDUCTION	The City shall continue to administer resource recovery and volume reduction practices to conserve natural resources and reduce landfill space requirements, and maximize the use of existing facilities and services.		X						
POLICY 3.3.1.	The City shall participate in the design, implementation, and evaluation of local recycling and waste management programs.		X						
POLICY 3.3.2.	Alternative disposal methods for yard trash shall be continued in cooperation with the County.		X						
POLICY 3.3.3.	The City shall reduce the volume of non-hazardous maintain the rate of reduction of the municipal solid waste disposed of in the County landfill by thirty <u>30 percent and meet additional State reduction goals as they are enacted.</u> of the October FY 1995-96 volume. No more than one-							X	Modify consistent with Volusia County Solid Waste Sub Element: Objective 8.1.1. - Maintain the rate of reduction in the amount of Volusia County's solid waste stream by 30% and meet additional State waste reduction goals as they are enacted.

Goals, Objectives, Policies			Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	half of this thirty percent shall be met with a reduction in yard trash, white goods, scrap metal, construction debris, and tires while the other half may be met with a reduction in paper goods, perishable foods, plastic goods, and metal and glass containers.								Policy 8.1.1.1. - No more than one-half (15%) of the objective shall be met with the recycling of yard trash, white goods, construction/demolition and tires. Policy 8.1.1.2 - The remaining 15% of the objective shall continue to be met with other programs including voluntary curbside recycling from households.
POLICY 3.3.4.	Through the development review process, the City shall ensure that commercial and industrial establishments participate in recycling efforts.		X						
POLICY 3.3.5.	The City shall implement recycling programs and participate in any County resource recovery programs as necessary to achieve reductions in solid waste as mandated by State law.		X						
POLICY 3.3.6.	The City shall maintain a non-residential development recycling program which targets industrial and commercial establishments.			X					These recycling programs are not regulated by the City of Ormond Beach.
POLICY 3.3.7. <u>POLICY 3.3.6.</u>	An adequate public participation rate in recycling shall be maintained to meet State requirements for volume reduction.							X	Renumbered.
POLICY 3.3.8. <u>POLICY 3.3.7.</u>	The City shall inform and educate the public about recycling and products which are not recyclable, cannot be converted or cannot be used.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
OBJECTIVE 3.4. ADMINISTRATION AND DEVELOPMENT REVIEW	The City shall continue to administer, in a cost-efficient and environmentally safe manner, a collection and transfer solid waste system that is fully supported by user fees and that is designed to effectively meet the needs of existing and future residents.		X						
POLICY 3.4.1.	The City’s Department of Finance and Public Works shall work together to maintain a full cost accounting and reporting system for the collection and transfer of solid waste in compliance with the Solid Waste Management Act.		X						
POLICY 3.4.2.	The City will participate in the “Keep Volusia Beautiful” program to control the problem of littering and illegal dumping.		X						
POLICY 3.4.3.	The City shall support the County to maintain landfill location determination criteria designed to address minimum size criteria, minimum distance from residential areas, schools and hospitals, minimum distance from streams, aquifer recharge areas, and wetlands, stay out of 100-year floodplain, and determines maximum distance from main roads.		X						
POLICY 3.4.4.	Solid waste generated within the city limits shall continue to be collected on a regularly scheduled basis.		X						
POLICY 3.4.5.	Residential, commercial, and industrial development shall have adequate landfill space to meet the solid waste needs anticipated to be generated by the proposed development activity							X	Spell out acronym

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	in accordance with interim review of development activities and with the Land Development Code. All proposals for development shall include an analysis of the amount and types of solid waste to be generated and ability of the City and County to accommodate the new demand. No development shall be approved unless there is sufficient collection, transfer and disposal resources available to meet the new demand consistent with Level-of-Service Standards LOSS.								
HAZARDOUS MATERIALS AND WASTE SUBELEMENT				X					Proposed to delete sub-element headers for each goal.
GOAL 4. HAZARDOUS MATERIALS AND WASTE	THE PUBLIC HEALTH, SAFETY AND WELFARE SHALL BE PROTECTED FROM THE IMPROPER MANAGEMENT OF HAZARDOUS WASTES AND MATERIALS USED AND GENERATED IN AND TRANSPORTED THROUGH THE CITY.	163.3177 (6)(c)	X						
OBJECTIVE 4.1. HAZARDOUS WASTE PROGRAM DEVELOPMENT	The City shall continue its cooperation with the County to reduce improper hazardous storage and disposal. The City may consider disposal options which include privatization of service or interlocal agreements with the County.		X						
POLICY 4.1.1.	Hazardous waste generators shall develop and submit to the City a hazardous waste management program at site plan submittal to protect the citizens and the environment from misuse, spills, and improper disposal. The purpose of the hazardous waste management plan is to ensure the		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	safest and most efficient use and disposal of hazardous materials.								
POLICY 4.1.2.	Business/industrial park storage/transfer facilities shall, at a minimum, conform to <u>the Florida Department of Environmental Protection FDEP</u> transporter permitting requirements.							X	Spell out acronym
POLICY 4.1.3.	Each business/industrial park shall secure, prior to leasing or selling any lots or parcels, arrangements with an <u>the Florida Department of Environmental Protection FDEP</u> permitted hazardous waste management company to pick up and transfer waste from the park on a regularly scheduled basis.							X	Spell out acronym
POLICY 4.1.4.	All users and generators shall properly store and dispose of hazardous materials and waste upon adoption of this plan. The following criteria shall apply in the implementation of this Policy: a. Large quantity generators (companies that generate in excess of 2,200 lbs./month) and industrial/commercial parks containing generators that produce waste not suitable for recycling, exchange or reuse shall be encouraged to reduce hazardous waste volumes and to obtain necessary permits to develop on-site treatment facilities to render the waste non-hazardous. b. Existing Federal and State regulations relating to storage, transfer, and disposal shall be stringently enforced through							X	Delete “a” in paragraph c.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Utilities Element, February 18, 2025								
	coordinated efforts at both State and local levels. c. On-site verification of a generator compliance with applicable rules and regulations shall be made, at a minimum, once a year.							
OBJECTIVE 4.2 DEVELOPMENT REGULATIONS	All development activities shall provide protection to the environment and the public welfare from any hazardous wastes consistent with the provisions of the Land Development Code.		X					
POLICY 4.2.1.	The City shall not admit those types and quantities of industrial wastes that are harmful or damaging to the structures, processes, or operation of the sewage works.		X					
POLICY 4.2.2.	The industrial user of the sewer system shall provide such preliminary treatment or handling of its waste as may be necessary to modify any objectionable characteristics or constraints.		X					
POLICY 4.2.3.	The City shall require safe management, manufacture, transportation, usage, and disposal of hazardous materials.		X					
POLICY 4.2.4.	The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.		X					

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 4.2.5.	The City shall enforce the asbestos removal provisions adopted in the Florida Building Code in regard to asbestos removal during demolition or construction activities.		X						
NATURAL GROUNDWATER RECHARGE SUBELEMENT				X					Proposed to delete subelement headers for each goal.
GOAL 5. POTABLE WATER SUPPLY	THE PUBLIC SHALL BE ENSURED AN ADEQUATE SUPPLY OF SAFE, POTABLE WATER WHICH IS OBTAINED FROM THE HIGHEST QUALITY SOURCE AVAILABLE AND IS PROTECTED FROM CONTAMINATION.	163.3177 (6)(c)	X						
OBJECTIVE 5.1. DEVELOPMENT REVIEW	Natural groundwater protection standards shall be utilized in review of development activities as provided by the Land Development Code.		X						
POLICY 5.1.1.	Saltwater intrusion shall be prevented by limiting potentially harmful water extraction and ensuring adequate recharge.		X						
POLICY 5.1.2.	The use of native and drought-resistant vegetation in landscaping shall be encouraged by providing developers with a list of appropriate native vegetation at site plan application.		X						
POLICY 5.1.3.	The City shall continue to deliver effluent for reuse as a component of its effluent disposal program for environmentally and economically suitable areas. The City shall consider providing							X	Proposed deletion of the economic incentives as there are no funds dedicated for re-use incentives.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	economic incentives to developments, agricultural operations and businesses which limit potable water consumption by using effluent reuse systems.								
POLICY 5.1.4.	The City shall continue to administer an emergency water shortage plan.		X						
POLICY 5.1.5.	Land use decisions and development approvals shall be consistent with adopted comprehensive water basin management plans. Water supply, production facilities, conveyance lines and <u>Consumptive Use Permit C.U.P.</u> capacity shall be available for new site plan and/or subdivision developments, prior to issuance of development orders.							X	Spelled out Consumptive Use Permit.
POLICY 5.1.6.	The use of procreation of native vegetation and/or drought-resistant vegetation shall be required on development projects when irrigation water is drawn from sources which are critical to limiting saltwater intrusion.							X	Native vegetation and drought-resistant vegetation required on all development projects.
POLICY 5.1.7.	Industries which utilize or generate hazardous materials shall be sited and designed so as to minimize the threat of surface water or groundwater contamination.		X						
POLICY 5.1.8.	The City shall continue to apply regulations and procedures to control permanent water table drawdown in accordance with the County minimum environmental standards and the provisions of the Land Development Code.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 5.1.9.	Encourage Volusia County to maintain a functioning positive (pumped) drawdown system, in its “high-rise” landfills, to continually extract the mass of accumulating leachate and properly treat it.			X					Proposed to be deleted as a Volusia County landfill responsibility.
POLICY 5.1.10. <u>POLICY 5.1.9.</u>	Removal of the confining layer of material separating the bottom of borrow pits from the top of the Floridan Aquifer shall be prohibited as provided by the Land Development Code.							X	Renumbered.
POLICY 5.1.11. <u>POLICY 5.1.10.</u>	Water management plans shall be designed to approximate pre-development recharge conditions.							X	Renumbered.
POLICY 5.1.12. <u>POLICY 5.1.11.</u>	Land use planning and land development approvals shall reflect the limitations of available water supplies. The City shall continue to use its concurrency management system to limit development potential in accordance with available raw water production, treatment, distribution and permitted withdrawal capacity.							X	Renumbered.
POLICY 5.1.13. <u>POLICY 5.1.12.</u>	The watershed upstream of surface water potable water supplies shall be protected. Activities within the watershed should not reduce the volume of water available under low-flow conditions, or reduce the quality of the surface water below State standards.							X	Renumbered.
POLICY 5.1.14. <u>POLICY 5.1.13.</u>	The disposal of non-hazardous waste shall be managed and controlled to prevent surface water and groundwater contamination. The City shall continue to implement a groundwater and surface							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	water monitoring program to detect potential contamination by leachate.								
POLICY 5.1.15. <u>POLICY 5.1.14.</u>	Marinas which service boats with on-board sewage facilities shall be required to provide sewage pump out and treatment facilities and provide for the appropriate effluent disposal method. Such pump out and treatment facilities shall be maintained in good working order to assure the contamination of groundwater or surface water, in accordance with the provisions of the Florida Administrative Code, F.A.C. does not occur.							X	Renumbered.
POLICY 5.1.16. <u>POLICY 5.1.15.</u>	Industries which use hazardous materials or generate hazardous waste shall be regulated to prohibit the release of hazardous materials in violation of State water quality standards for groundwater and surface waters.							X	Renumbered.
POLICY 5.1.17. <u>POLICY 5.1.16.</u>	The withdrawal or discharge of water which alters hydroperiods, discharge volumes, in-stream velocities, surface water stages or groundwater levels so as to cause a significant, adverse effect on natural water-dependent ecosystems is prohibited. Such projects shall be permitted only in cases of overriding public benefit, such as alterations in the stage or flow of surface waters as a part of any government sanctioned program of flood control, water quality restoration, habitat restoration or exotic plant control and shall be designed and operated so as to minimize harm to non-target organisms or natural ecosystems.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 5.1.18. <u>POLICY 5.1.17.</u>	The City shall determine water supply levels-of-service in conjunction with the St. Johns River Water Management District. Land development permits will be subject to those limitations.							X	Renumbered.
POLICY 5.1.19 <u>8</u> .	The City shall issue no development orders or development permits without first consulting appropriate water suppliers to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the City of a Certificate of Occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a Certificate of Occupancy or its functional equivalent.		X						St. Johns River Water Management District – request to keep policy
OBJECTIVE 5.2. INTERGOVERNMENTAL COORDINATION	The City shall coordinate with the St. Johns River <u>Water</u> Management District to develop intergovernmental responses to groundwater problems.							X	Inserted word Water.
POLICY 5.2.1.	The City shall maintain a w Water sSupply w Work p Plan that is coordinated with St. Johns River Water Management District’s District <u>Regional</u> Water Supply Work Plan by updating the work plan within 18 months of an update to the District’s District <u>Regional</u> Water Supply Plan that affects the City.							X	Water Supply Work Plan related amendment.
POLICY 5.2.2.	The City will participate in the development of updates to St. Johns River Water Management District’s water supply							X	Water Supply Work Plan related amendment.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	assessment and District <u>Regional</u> Water Supply Plan and other water supply development-related initiatives facilitated by the District’s that affect the City.								
<u>POLICY 5.2.3.</u>	<u>The City’s Water Supply Work Plan is incorporated into the Comprehensive Plan as Appendix A of the Utilities Element. The City will implement the Water Supply Work Plan through the annual Capital Improvement Plan process.</u>				X				New policy proposed based on Water Supply Work Plan related amendment.
OBJECTIVE 5.3. WATER CONSERVATION	The City shall continue to review water conservation measures that encourage water conservation. The City shall follow all water conservation plans approved by St. John’s River Water Management District as part of the City’s Consumptive Use Permit (C.U.P.).		X						
POLICY 5.3.1.	The Public Works and Utilities Department shall monitor per capita finished water consumption rates and shall develop an action plan to reduce per capita consumption if the per capita consumption exceeds by 25 <u>percent</u> % the average gross per capita consumption of 110 gallons per day (gpd).							X	Spell out percent
POLICY 5.3.2.	Potable water supplies shall be conserved to the maximum extent practicable through the continued implementation of water conservation techniques and programs. Such techniques and programs may include, but are not limited to:							X	Water Supply Work Plan related amendment.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Utilities Element, February 18, 2025								
	a. The City shall work through the Water Authority of Volusia (WAV) <u>continue</u> to incentivize water conservation using low-flow showers and toilets, rain sensors for lawn irrigation,—and xeriscape. b. The City will continue to implement and expand its program to provide for water reuse and/or reclamation and where appropriate require effluent reuse for irrigation, industrial use and other appropriate non-potable water use applications. c. The City shall require new development to install ‘dry-lines’ for reclaimed water distribution. Developments with greater than 100 units shall provide on-site storage and pumping, integrated with the stormwater management system. Under certain conditions, the developer may be allowed to contribute an equivalent value of the infrastructure into a reclaimed water construction fund. d. The City shall purchase a <u>continue its</u> leak detection systems by 2010 which will enable water distribution crews to							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	monitor the entire City’s water distribution system through the use of leak noise loggers.								
POLICY 5.3.3.	Non-potable water use demands shall be met using water of the lowest quality supply which is both available and acceptable for the intended application. Water reuse or water reclamation programs should be used, wherever economically and environmentally feasible, to reduce groundwater or surface water withdrawals for water use applications which do not require potable water.		X						
POLICY 5.3.4.	The City shall utilize a low pressure reverses <u>reverse</u> osmosis (LPRO) treatment process which permits the use of brackish groundwater which is lower quality water source from the Upper Floridan Aquifer. Future needs may require to the City to use the Lower Floridan Aquifer as an alternative water source.							X	Correct spelling error for reverse.
POLICY 5.3.5.	The City shall maintain a comprehensive program responsible for educating businesses and residents of: the City’s current water conservation policies, the fragility of the aquifer, methods to reuse and conserve water, well abandonment problems and rules, and encouragement of the use of drought resistant plants (xeriscape).							X	Delete term xeriscape.
POLICY 5.3.6.	The City of Ormond Beach will plan for municipal service areas or extend water and sewer services into unincorporated Volusia County in a		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
	manner consistent with the Volusia County Comprehensive Plan.								
POLICY 5.3.7.	The City of Ormond Beach will implement all water conservation practices that are conditions of the <u>Consumptive Use Permit C.U.P.</u>							X	Spell out Consumptive Use Permit.
OBJECTIVE 5.4. NATURAL GROUNDWATER AQUIFER PROTECTION	The City shall protect the functions of designated natural groundwater aquifer recharge areas as provided by the Land Development Code.		X						
POLICY 5.4.1.	The City shall regulate land use and development to protect functions of the designated recharge areas.		X						
POLICY 5.4.2.	Prime groundwater recharge areas and other recharge areas which have been identified by the <u>St. Johns River Water Management District</u> the ECFRPC or subsequently by the City to maintain the quality and quantity of water in aquifers from which potable water supplies are drawn, shall be protected. Activities within recharge areas shall not reduce the volume of recharge (i.e., increase the total volume of post-development runoff), or reduce the quality of groundwater below State standards.							X	This policy is proposed to be update to identify St. Johns River Water Management District to replace the East Central Florida Regional Planning Council reference
POLICY 5.4.3.	No commercial or industrial mining shall be allowed in prime groundwater recharge areas or in the watersheds of surface waters used as potable water supplies in order to prevent potentially adverse effects on water quality.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
OBJECTIVE 5.5. PUBLIC WATER SUPPLY WELLFIELD PROTECTION	The City of Ormond Beach will safeguard the public health, safety and welfare of its citizens by appropriately regulating the storage, handling, use or production of hazardous substances within the wellfield protection areas surrounding public water supply wells and well fields.		X						
POLICY 5.5.1.	The City shall continue to apply regulations and procedures contained in the Land Development Code concerning Public Water Supply Wellfield Protection.		X						
POLICY 5.5.2.	Land uses or activities which, by their nature, represent a substantial risk to the quality or quantity of water from established public well fields or the watershed of surface water supplies shall be excluded from the immediate vicinity of such well fields or surface water supplies so as to minimize the threat to the public water supply. Conversely, the siting of new public water supplies shall avoid proximity to established land uses which may harm the water supply from that source.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Utilities Element, February 18, 2025									
POLICY 5.5.3.	The storage, use, disposal or production of hazardous or toxic substances and that certain land uses involving regulated or generic substances located within the ‘Primary and Secondary Wellfield Protection Zones’ surrounding public water supply wells and well fields that are potentially harmful to the drinking water of the City will be prohibited or severely restricted.							X	Delete phrase.
POLICY 5.5.4.	The City shall maintain a ‘Primary Wellfield Protection Zone,’ which is defined as the land area immediately surrounding any public water supply well and extending a radial distance of two hundred (200’) feet, or that area that is within the first twenty (20%) percent of the total radial distance of the cone of influence, whichever is greater.		X						
POLICY 5.5.5.	The City shall maintain a ‘Secondary Wellfield Protection Zone’ which is defined as the land area surrounding the ‘Primary Well Field Protection Zone,’ and extending a radial distance of eight hundred (800’) feet from the ‘Primary Well Field Protection Zone,’ or that area within the cone of influence exclusive of the ‘Primary Zone,’ whichever is greater.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
GOAL 1. WATERSHEDS, LAKES AND RIVERS	THE CITY SHALL MAINTAIN AND, TO THE MAXIMUM EXTENT FEASIBLE, PROMOTE PROGRAMS TO ENHANCE THE FUNCTIONAL, AESTHETIC AND QUALITATIVE VALUE OF THE HALIFAX RIVER, THE TOMOKA RIVER, THEIR MAJOR TRIBUTARIES, AND ARTIFICIALLY CONSTRUCTED LAKES.	F.S. 163 and F.S. 373	X						
OBJECTIVE 1.1. SPECIES DIVERSITY	The City shall <u>coordinate with the appropriate state and federal agencies to maintain the native aquatic and wetland floral and faunal species diversity of the upper Halifax River and Tomoka River.</u>	F.S. 163 and F.S. 379						X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.1.1.	The City shall continue to cooperate with State and regional agencies and adjacent local governments in a comprehensive study and inventory of invertebrates and seagrasses in the portions of the Halifax River and the Tomoka Marsh Aquatic Preserve which are located within the City.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.1.2.	The City shall continually <u>coordinate with the appropriate state and federal agencies to identify and prohibit activities that would have a significantly adverse effect on existing eelgrass or seagrass beds. When specific activities are identified, provisions to prohibit and mitigate adverse impacts from said</u>							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	activities shall be incorporated into the Land Development Code.								
POLICY 1.1.3.	The City shall continue to request <u>encourage</u> that the State adopt <u>maintain</u> an effective management plan with appropriate funding and personnel to provide meaningful management for the Tomoka Marsh Aquatic Preserve.							X	Language modified to encourage the maintenance of the Florida Department of Environmental Protection’s Tomoka Marsh Aquatic Preserve program.
POLICY 1.1.4.	The City, In cooperation with State, regional, and local agencies, <u>the City</u> shall participate in a program to enhance the aesthetic, recreational, botanical, fish, and wildlife values, of spoil islands.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories. Community Engagement Meeting comment: add “by use of native vegetation” after spoil islands. Corrected punctuation; removed comma after “values”
POLICY 1.1.5.	The City shall continue to work with the Florida Department of Environmental Protection to expand the Tomoka Marsh Aquatic Preserve boundaries to include Dodson Creek, Strickland Creek, and the portion of Thompson Creek east of US 1.		X						
POLICY 1.1.6.	The City shall cooperate with State, regional and local governmental agencies, in an endangered species information program.		X						
POLICY 1.1.7.	Historic stream courses, saltwater marshes, freshwater marshes, and other wetlands shall not be channelized or impeded and shall be		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	retained in their current condition consistent with the wetland regulations of Objective 5.4.								
OBJECTIVE 1.2. SURFACE WATER QUALITY	The City shall <u>coordinate with the appropriate state and federal agencies to protect, enhance, and improve the ambient surface water quality of the Halifax River, the Tomoka River and their tributaries.</u>	F.S. 373.403-469						X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.2.1.	The City shall coordinate with the Florida Department of Environmental Protection, the St. Johns River Water Management District, the Ponce De Leon Port Authority, and other local governments in the maintenance of an on-going water quality sampling and monitoring program that identifies baseline conditions and standards as parameters to measure changes in water quality.		X						
POLICY 1.2.2.	The City shall, in cooperation with local, regional and State agencies, adopt standards to identify, monitor, and manage point and non-point pollution source discharges.— This shall include, at a minimum, a review and update of all non-point source discharge permits, checking for accuracy and completeness.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.2.3.	If a central wastewater system is not available, on-site sewage treatment and disposal systems shall not be allowed on lots less than one acre in size.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 1.2.4.	On-site waste treatment system facilities and drainfields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high-water mark of any surface water body, whichever is greater. On-site waste treatment systems should be located as far inland from a water body or wetlands as possible.		X						
POLICY 1.2.5.	The City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system when it is within 100 feet of the lot line. The City may create assessment districts, where appropriate, to retrofit a neighborhood with sewer lines and lift stations.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 1.2.6.	The City shall continue to expand its effluent reuse program consistent with the St. Johns River Water Management District permit conditions and recommendations.		X						
POLICY 1.2.7.	By the year 2010, the City shall develop a plan to further reduce the amount of treated effluent discharged to the Halifax River to 10% of the total volume of wastewater treated at the plant. <u>The City shall establish a target of 100% reuse of average daily wastewater flow by the year 2030, except for operational conditions, including current weather conditions, anticipated weather patterns, reclaimed water demands, reclaimed water use patterns, system drawdown restrictions, system surplus volume, interruptible customer service restrictions, system operational efficiency, production capability, reclaimed storage capacity, availability of storm and groundwater augmentation sources, and other agency regulatory restrictions that require river discharge.</u>						X	These changes are a result from Ord. 2024-08 – Water Supply Plan	
POLICY 1.2.8.	The operation of the stormwater control utility and the retrofitting of stormwater outfalls shall comply with the recommendations of the adopted Stormwater Master Plan.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 1.2.9.	The City shall coordinate with State, regional, and local agencies in permitting the construction of new marina facilities; marinas shall not be located in the Tomoka River or its tributaries.		X						
POLICY 1.2.10.	In order to protect surface waters from the activities of adjacent property owners, the City shall educate residents regarding deliberate deposition of lawn debris, washing paint brushes, the use of fertilizers and chemicals or the storage of hazardous chemicals and fuel supplies in close proximity to water bodies. “Close proximity” shall be defined with regard to the proposed activity and the degree to which the adjacent water body is to be protected.		X						
OBJECTIVE 1.3. INTERGOVERNMENTAL COORDINATION	The City shall continue to promote intergovernmental coordination to maintain or improve the water quality, water quantity, recreational, fish, and wildlife resource values of the Halifax River, the Tomoka River, and their tributaries.	F.S. 163	X						
POLICY 1.3.1.	On a continuous basis, the The City shall support and promote <u>state and federal agencies</u> programs to improve natural tidal flushing action for the Halifax River to restore ambient water quality.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 1.3.2.	The City shall coordinate its <u>encourage</u> a water quality testing program with appropriate State, regional and local government testing programs to ensure efficient use of resources and to eliminate duplication of effort.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories. Community Engagement Meeting comment: Add “of point source and water to the Halifax intrusion”
POLICY 1.3.3.	In cooperation with State, regional, and local agencies, including the Volusia County Sheriff’s Department, the City shall participate, where possible, in a river safety program that utilizes to the maximum extent possible, miscellaneous media sources, newspaper advertising, signs, and literature to prevent surface water pollution, to protect manatees and other wildlife, and to promote proper boating safety standards.							X	No change to text. added commas around “where possible” and after “extent possible”
OBJECTIVE 1.4. ECOLOGICAL BALANCE	The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River and the Tomoka River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources.	F.S. 163.3177 and F.S. 403	X						Community Engagement Meeting comment: Add “park” after recreational.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 1.4.1.	On a continuing basis, the City shall coordinate with the appropriate State, regional, and local agencies in the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Tomoka River with other agencies and private organizations. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories.
POLICY 1.4.2.	On a continuous basis, the City shall encourage college and university studies of the Halifax and Tomoka Rivers.		X						
POLICY 1.4.3.	On a continuous basis, the City shall seek to acquire suitable property to meet public access requirements adjacent to the Tomoka River and its tributaries and the Halifax River for passive park and canoe access facilities.		X						
POLICY 1.4.4.	In order to effectively monitor the effects of development activities on surface water conditions, the applicant or its successors shall provide, as determined by the City, the establishment and operation of a surface water and wetland biological monitoring program.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLIVY 1.4.5.	In calculating maximum potential density or maximum permitted density for any given parcel of property, such calculations shall be exclusive of that portion of the property which is considered to be submerged lands.		X						
OBJECTIVE 1.5. ARTIFICIAL LAKES	Artificially constructed lakes shall be designed and located so as to not negatively affect the aesthetics, ambient water quality, biotic composition/diversity, environmental integrity, flood capacity, public health and safety, or recreational values of the upper Halifax River, the Tomoka River, or their tributaries.	F.S. 163.3177	X						
POLICY 1.5.1.	Artificially constructed lakes shall not be included in stormwater management systems which have outfalls into the upper Halifax River, the Tomoka River, or their tributaries without review and recommendations by the Site Plan Review Committee that all pertinent ordinances and standards have been met and that the discharge to the receiving waters will not degrade ambient surface water quality.		X						
POLICY 1.5.2.	Artificially constructed lakes shall not be excavated in wetland systems in the upper Halifax River, the Tomoka River, or their tributaries and shall not lower water levels in these systems.		X						
OBJECTIVE 1.6. REZONING	Rezoning shall be consistent with the Comprehensive Plan and with the objective	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	of preserving ecological systems and the aesthetic qualities of the community.								
POLICY 1.6.1.	All rezoning shall be compatible with the objective of protecting wildlife and the environment consistent with the Comprehensive Plan.		X						
POLICY 1.6.2.	The City shall maintain the zoning district entitled “Special Environmental District” (SE). The following criteria shall apply to the implementation of this policy: A. The SE district applies to all Departments of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines: 1. not protected or preserved by a conservation easement; and 2. or part of an approved Master Land Use Plan for a Planned Residential Development. This area includes mosquito impoundment districts. B. The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.		X					Community Engagement Meeting comment: add Ormond Scenic Loop and Trail as new Item C.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 1.6.3.	In cases where land development regulations and land use classifications will eliminate any reasonable use of real upland property, consideration will be given to public acquisition.		X						
GOAL 2. FLOODPLAINS	THE CITY SHALL CONTINUE TO IMPLEMENT CURRENT PROGRAMS AND STUDY AND ADOPT NEW PROGRAMS TO MINIMIZE PUBLIC AND PRIVATE LOSSES AND THREATS TO THE PUBLIC HEALTH, SAFETY AND WELFARE DUE TO FLOOD CONDITIONS AND HAZARDS.	F.S. 163.3177	X						
OBJECTIVE 2.1. FLOOD DAMAGE	Flood damage prevention shall be accomplished through restricting new development from obstructing the flow of water and increasing flood heights within a floodplain. To offset any loss of flood storage capacity, compensatory storage is required for new fill, or other obstruction put in the floodplain by providing an at least equal volume to replace the lost flood storage volume.	F.S. 163.3177	X						
POLICY 2.1.1.	The City shall protect the natural functioning values of the floodplains to the maximum extent feasible through wetland buffer requirements, compensatory storage, conservation easements and tree protection ordinances.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 2.1.2.	The City shall require all new development occurring within the 100-year floodplain to provide for the protection of adjacent properties.		X						
POLICY 2.1.3.	The City shall regulate the deposition of fill material within a floodway in order to prevent damage to the public, as an uncontrolled river may at flood state, pose a threat to life and property in excess of that is anticipated by the 100-year storm in the floodway fringe areas.		X						
POLICY 2.1.4.	Sites for the creation of compensatory storage volume, commensurate with any flood storage volume lost as a result of development activities (including roadways) in the 100-year floodplain, shall be on the same or adjacent site, or within the same hydraulically connected basin in order to provide for effective storage volume within the floodplain, but shall not be located within land areas identified for preservation purposes, such as wildlife corridors, or as being within the jurisdictional wetland limits of regulatory agencies, except for the purpose of providing pretreated stormwater storage capacity.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 2.1.5.	Special Flood Hazard Areas shall be interpreted as that portion of the site lying within the boundaries of the 100-year floodplain based on the Official Federal Emergency Management Agency Flood Insurance Study and corresponding Flood Insurance Rate Maps.		X						
POLICY 2.1.6.	The City shall ensure that fill material or other structures do not adversely obstruct the movement of floodwaters natural overland sheetflow or pose a threat to the public health, safety, and welfare.		X						
POLICY 2.1.7.	Areas not filled within the floodplain are to be generally left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design of development is consistent with City codes and standards.		X						
OBJECTIVE 2.2. FLOODPLAIN MANAGEMENT	All development shall continue to be reviewed in accordance with the floodplain management criteria of the City’s Flood Hazard Area section of the Land Development Code, as amended, and other applicable policies as contained within the Code of Ordinances and the Comprehensive Plan.	F.S. 163.3177	X						
POLICY 2.2.1.	The City shall constantly enforce the flood hazard provisions of Chapter 3, Article II of							X	No change to text. Corrected punctuation; removed comma after “and” in paragraph “d”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	the Land Development Code which shall contain, at a minimum, provisions for: a. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities; b. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction; c. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters; d. Controlling filling, grading, dredging, and other development which may increase flood damage; and, e. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 2.2.2.	The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.		X						
POLICY 2.2.3.	The City shall continue to participate in the National Flood Insurance Program.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 2.2.4.	All development, rezoning, and changes in land classifications shall be reviewed and measured against the environment’s capacity to accommodate such action and the extent of harm which the proposed development, rezoning and change in land use may impose upon the established and proper use of neighboring lands.		X						
POLICY 2.2.5.	The City shall periodically review its zoning regulations to ensure that the density which is permitted under each zoning category is consistent with the City’s desire to protect the natural functioning values of the floodplain and to protect the quality and quantity of surface water resources.		X						
POLICY 2.2.6.	Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, by acquisition of historic floodplain lands. Various state, regional and local land acquisition programs shall be used for this purpose.		X						
POLICY 2.2.7.	The City shall perpetually enforce the flood hazard provisions of the Land Development Code and amend it as necessary to incorporate recently updated flood insurance studies and flood insurance rate maps and to further bring it into full compliance with revisions of the national flood insurance program floodplain management criteria.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 2.2.8.	All new public buildings and infrastructure shall be located outside the 100-year floodplain to the maximum extent feasible. Appropriate flood proofing measures shall be undertaken for any public buildings located within the floodplain. Any pump stations or other electrical and mechanical equipment shall be designed to be protected from physical damage by the 100-year flood.		X						
POLICY 2.2.9.	The City shall coordinate its floodplain management programs with appropriate Federal, State, regional, and local governments.		X						
GOAL 3. GROUNDWATER	THE CITY SHALL SECURE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE, AND PROTECT THE QUALITY AND QUANTITY OF GROUNDWATER RESOURCES IN ORDER TO ENSURE A SAFE AND ADEQUATE WATER SUPPLY FOR PRESENT AND FUTURE GENERATIONS AND, TO PRESERVE GROUNDWATER RESOURCES PRESENTLY IN USE.	F.S. 163.3177	X						
OBJECTIVE 3.1. SALTWATER INTRUSION AND RECHARGE	The City shall prevent saltwater intrusion by limiting potentially harmful water extractions and ensuring recharge occurs to the maximum extent practical and technically feasible.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 3.1.1.	Water conservation measures shall be maintained in the plumbing codes (e.g., require new construction to install water conserving plumbing fixtures) and shall be updated as the technology becomes available.		X						
POLICY 3.1.2.	The City shall continue to deliver effluent for reuse as a component of its effluent disposal program to the maximum extent possible. This shall include “dry-line” requirements for new developments.		X						
POLICY 3.1.3.	The City shall obtain water through interconnections with adjacent utility systems.			X					The City does not obtain water from other utility systems. Have interconnections for emergency situations.
POLICY 3.1.34.	Potable water withdrawal from areas east of the County buffer zone shall be pumped at an appropriate volume and rate to avoid both saltwater intrusion and decreased aquifer levels. These actions shall be consistent with the City’s approved wellfield operating plan.							X	No change in text. Re-number policy
OBJECTIVE 3.2. INTERGOVERNMENTAL COORDINATION	Coordinate with Federal, State, regional, and other local agencies to develop intergovernmental responses to groundwater problems.	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 3.2.1.	The City shall maintain and periodically review potable water supply wellfield protection standards; by designing land use controls that provide long-term protection from contamination, and by establishing criteria for regulations to ensure proper handling, utilization, storage, and disposal of chemicals, fuels, and other hazardous materials within the City, to avoid groundwater contamination.							X	Corrected punctuation; removed comma after “standards”
POLICY 3.2.2.	The City shall maintain formal lines of communication with Federal, State, and local agencies so that the City Police and Fire Departments can be prepared when hazardous materials are transported through the City.		X						
POLICY 3.2.3.	On a continuous basis, the City’s Engineering Division shall revise its estimates of safe yield for the Volusia-Floridan Sole Source Aquifer.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
OBJECTIVE 3.3. AQUIFER PROTECTION	Excavation projects shall not harm the Volusia-Floridan Sole Source Aquifer.	F.S. 163.3177	X						
POLICY 3.3.1.	The City shall prohibit removal of the confining layer of material separating the bottom of borrow pits from the top of the Volusia-Floridan Sole Source Aquifer.		X						
OBJECTIVE 3.4. GROUNDWATER CONTAMINATION	The City shall act to prevent groundwater contamination to ensure that any contamination will be quickly detected and subjected to a swift and effective response.	F.S. 163.3177	X						
POLICY 3.4.1.	On a continuous basis, the City shall maintain its extensive water quality testing program at and near the City landfill in order to monitor groundwater quality parameters.		X						
POLICY 3.4.2.	The City shall maintain and periodically review the provisions of the Land Development Code concerning abandoned gasoline tanks, to comply with applicable State and County regulations.		X						
POLICY 3.4.3.	Groundwater resources shall be protected from leaking underground storage tanks by the utilization of state-of-the-art leak prevention technology (such as double-walled storage tanks).		X						
OBJECTIVE 3.5. DEVELOPMENT	All requests for development shall be reviewed to ensure that potential impacts of	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	the proposed development activity do not degrade the quantity and quality of groundwater resources.								
POLICY 3.5.1.	Depending upon site locations and intensity of development, applicants for development may be required to provide the City with sufficient information for review of the potential impact on the groundwater resources of the City and region.		X						
POLICY 3.5.2.	The City shall continue to require such information which shall include, but not be limited to, site hydrology, geology, geologic maps, surficial aquifer characteristics, confining unit definitions, water table contour map, direction and rate of groundwater flow, maximum/minimum recorded water table elevations, aquifer relationship to local geology, location of local discharge features, background water quality, suitability for irrigation and wastewater reuse, Volusia-Floridan Sole Source Aquifer characteristics, and potentiometric surface map.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 3.5.3.	Development within the zone of influence of wellfields shall be regulated and permitted to ensure no degradation of the quality and quantity of groundwater.		X						
POLICY 3.5.4.	Fuel dispensing and storage facilities shall be prohibited within the zone of influence of any wellhead and wellfield.		X						
POLICY 3.5.5.	To the maximum extent possible, the City shall encourage irrigation water to be furnished from community suppliers such as a City or neighborhood reuse system; and the City should discourage the use of individual non-potable wells.		X						
POLICY 3.5.6.	The Volusia-Floridan Sole Source Aquifer should not be used to meet non-potable irrigation needs.		X						
POLICY 3.5.7.	Individual well pumpage rates shall be matched to site specific hydrological characteristics in order to avoid excessive groundwater drawdowns in the Floridan Aquifer.		X						
POLICY 3.5.8.	The use of air/water heat pumps shall be consistent with the requirements of the Land Development Code.		X						Community Engagement Meeting comment: add new Policy 3.5.9. “The use of atmospheric water generation shall be considered whenever and wherever possible”.
GOAL 4. POTABLE WATER	THE CITY SHALL PROVIDE AN ADEQUATE QUANTITY AND QUALITY OF POTABLE WATER TO ACCOMMODATE EXISTING AND	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	FUTURE DEMANDS WITHOUT HARMING GOUNDWATER RESOURCES.								
OBJECTIVE 4.1. POTABLE WATER SERVICES	Provision of potable water services shall be extended where needed, economically feasible, and environmentally acceptable.		X						
POLICY 4.1.1.	The City shall provide potable water service to existing or platted subdivisions throughout its service area.		X						
POLICY 4.1.2.	The availability of groundwater supplies which may effectively be extracted, treated, and delivered in a cost-effective manner shall be a contingency for development approval.		X						Community Engagement Meeting comment: add new Policy 4.1.3.“Atmospheric water generation when possible”
OBJECTIVE 4.2. INTERGOVERNMENTAL COORDINATION	The City shall cooperate and coordinate the provision of water supplies with State, regional, and local governments.	F.S. 163.3177	X						
POLICY 4.2.1.	The City shall cooperate with Volusia County through County grants or County established assessment districts to retrofit subdivisions approved by the County that were developed with individual wells and are in need of central water service.							X	Grammer – delete comma.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 4.2.2.	The City shall maintain a combined and connected series of finished water interconnects with adjoining utilities’ water systems.		X						
POLICY 4.2.3.	The City shall continue to cooperate with the St. Johns River Water Management District in dealing with water shortages and enforcing water use restrictions. Implementation of this policy shall include the following: a. Interpret District procedures associated with declaring and rescinding a water shortage; b. Designate one or more persons to be a liaison with the District concerning water shortage related matters and the enforcement of District water use restrictions; c. Amend its ordinance, as needed, to facilitate local enforcement of District water use restrictions;		X						
OBJECTIVE 4.3. WATER CONSERVATION	In order to maintain adequate potable water supplies to meet public health, safety, and welfare needs and minimize adverse economic, social, and environmental impacts, the City shall encourage and require water conservation.	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 4.3.1.	The City shall continue to participate in Local, District, State, and Federal public awareness programs to inform the public of the benefits of reducing water usage.		X						
POLICY 4.3.2.	The City shall discourage the over-watering of lawns and other landscaping plants, particularly when automatically timed sprinkler systems are used. The City shall require the use of “rain sensors” as required by Florida Statutes.		X						
POLICY 4.3.3.	The City shall continue to prohibit the sprinkling of lawns during hours of high evaporation potential.		X						
POLICY 4.3.4.	Water reuse or water reclamation programs shall be used to reduce groundwater and surface water withdrawals for water use applications which do not require potable water. This requirement includes dry-lines for reclaimed water in new developments and the use of stormwater as a reclaimed water augmentation source, where feasible.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 4.3.5.	The City shall encourage the implementation of a combined effluent reuse system, with adjacent utility providers, including Holly Hill, Daytona Beach and Volusia County.		X						
GOAL 5. VEGETATION	THE CITY SHALL PROVIDE FOR THE PROTECTION, ENHANCEMENT, AND MANAGEMENT OF SIGNIFICANT NATURAL VEGETATIVE COMMUNITIES IN ORDER TO MAINTAIN THEIR ECOLOGICAL, AESTHETIC, ECONOMIC AND RECREATIONAL VALUES.	F.S. 163.3177	X						
OBJECTIVE 5.1. ECOLOGICAL COMMUNITIES	The City shall maintain and periodically review standards and programs that maintain upland ecological communities to the maximum extent feasible within the City.		X						
POLICY 5.1.1.	An inventory of natural vegetative communities shall be provided by the applicant for all development proposals requiring site plan or plat approval. The applicant shall provide a plan for protection of species which are designated by either State or Federal agencies as endangered, threatened, or of special concern.		X						Community Engagement Meeting comment: strike natural and add native

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.1.2.	The City shall maintain, refine, and expand its FLUCCS inventory and make such information available to land developers. Land developers and other interested parties shall consult with state agencies who maintain the Florida Land Use, Cover, and Forms Classification System (FLUCCS) as desired.							X	The city will cooperate with the appropriate agencies on these initiatives, but the state and federal agencies are the lead for these inventories. Community Engagement Meeting comment: strike developers and add all residents.
POLICY 5.1.3.	Ecologically viable portions of natural upland plant communities including, but not limited to, rare or endangered ecosystems within proposed urban development sites, should be preserved and maintained in their original state, to the greatest extent practicable.		X						Community Engagement Meeting comment: add forests.
POLICY 5.1.4.	The City shall maintain and periodically review provisions in the Land Development Code to preserve the upland buffers of native vegetation; significant habitat area (including wildlife corridors); scenic vistas; areas where native vegetation is important to impede erosion, and other areas where the public interest is best served by preserving native vegetation.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.1.5.	The City shall maintain and periodically review standards that preserve the present forested tree cover to the maximum extent practical.		X						Community Engagement Meeting comment: delete periodically and add annually and include “especially the Ormond Scenic Loop and Trail” at the end.
POLICY 5.1.6.	The City shall preserve designated canopy roads and Greenbelts as implemented by the Land Development Code.		X						Community Engagement Meeting comment: After preserve add, “plan, plant, par, and program”.
POLICY 5.1.7.	The City shall minimize the clearing of trees for rights-of-way, to protect existing habitats as implemented by the Land Development Code.		X						Community Engagement Meeting comment: add - expand regrowth of trees.
POLICY 5.1.8.	Significant mesic or xeric native communities shall not be disturbed or affected by water detention, retention, or reuse activities or structures as implemented by the Land Development Code.							X	Community Engagement Meeting comment: delete mesic or xeric and add native.
OBJECTIVE 5.2. HABITAT AND DEVELOPMENT	Balance the combination of aesthetic, ecological, recreational, and utilitarian qualities of the land for the long-term public interest.							X	Community Engagement Meeting comment: add regrow to objective title.Corrected punctuation; added comma after “recreational”
POLICY 5.2.1.	Require habitat corridors and buffers of sufficient length and width to protect the long-term viability of significant habitat areas; for designated plant and animal species.							X	No change to text. Corrected punctuation; removed comma after “areas”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.2.2.	The development plan review process shall consider the overall impact of a project on adjoining ecosystems.		X						
POLICY 5.2.3.	Require property owners to protect wetland systems in accordance with the criteria and standards for each wetland classification as noted under Objective 5.4 of this Element and in the City Wetlands Protection section of the Land Development Code, Chapter 3, Article II.		X						
POLICY 5.2.4.	In cooperation with adjacent governmental entities, ensure the survival of significant habitat areas, habitat corridors, and specimen <u>and historic</u> trees.							X	Add “and historic” and “,” for punctuation. Community Engagement Meeting comment: add community forest.
POLICY 5.2.5.	Work with adjacent governmental entities to ensure that planned wildlife corridors are contiguous and provide for unimpeded movement of wildlife.		X						
POLICY 5.2.6.	Manage undeveloped City-owned lands for the long-term public interest, doing so in a manner by which the City sets an example for private development to follow. For example, the City should follow Ecosystems Management Practices as defined by the Department of Environmental Protection when applicable.		X						Community Engagement Meeting comment: Add “to plant native”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.2.7.	Development may incorporate isolated wetlands into effective stormwater management systems, provided that the stormwater runoff is treated prior to entering any wetland system, so that the wetland is used for nutrient and volume attenuation.		X						
POLICY 5.2.8.	Make land use decisions in conjunction with the carrying capacity of the land and its ecosystems.		X						
POLICY 5.2.9.	On a continuous basis, the City shall study and upgrade as necessary its buffer width requirements for projects abutting waterways and wetlands.		X						
POLICY 5.2.10.	On a continuous basis, the City shall coordinate and cooperate with contiguous governmental entities to protect environmentally sensitive vegetative habitats which extend into contiguous jurisdictions.		X					Community Engagement Meeting comment: Add “native trees and plants”	
POLICY 5.2.11.	The area of land disturbed by development shall be as small as practicable. Those areas which are not to be disturbed shall be protected by an adequate barrier from construction activity. Whenever possible, natural vegetation shall be retained and protected.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.2.12.	Land that has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to revegetate the area.		X						
POLICY 5.2.13.	Wherever feasible, site design shall accommodate any designated plant species with protected status which are in the path of development; where this is not feasible, these plants will be relocated to protected sites having appropriate growing conditions, whenever possible.		X					Community Engagement Meeting comment: delete designated and add native.	
POLICY 5.2.14.	To preserve wetlands, the lateral distance of groundwater drawdown influence shall not adversely affect protected wetlands or their functions. The applicant shall demonstrate to the City Engineer through a series of borings or field permeability tests that the subsurface, groundwater, and permeability conditions shall not receive a significant negative impact. The applicant shall provide a calculation of the maximum horizontal or vertical drawdown that can be anticipated beyond the maximum perimeters of any borrow pit, detention, or retention area.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.2.15.	The City of Ormond Beach shall cooperate with Volusia County in the development of an interpretive/educational signage program along the Ormond Scenic Loop & Trail. The program shall include a requirement for signage and information that highlights the flora, fauna, land forms, water bodies, and historical/ archeological resources allocated along the corridor.							X	No change to text. Corrected punctuation; added comma after “water bodies”
POLICY 5.2.16.	The City and Volusia County, in conjunction with the Ormond Scenic Loop & Trail Corridor Management Entity shall develop <u>maintain</u> and implement a plan for safe, public parking to allow the safe enjoyment of the natural and scenic resources.							X	There is no plan for Ormond Beach to develop any additional parking in the loop corridor. The city has parking available at several local parks that will be maintained.
<u>POLICY 5.2.17.</u>	<u>The City of Ormond Beach shall cooperate with Volusia County In efforts to Regrow the Loop and Regrow Volusia.</u>				X				Community Engagement Meeting comment from 01.16.2025 to add Policy on Regrow Volusia.
OBJECTIVE 5.3. NATIVE LANDSCAPING	The City shall promote the use of native drought-resistant vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust, heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.	F.S. 163.3177	X						Community Engagement Meeting comment: delete drought-resistant and add trees. Add suburban and agricultural after nearby.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.3.1.	The City shall continue to promote and encourage xeriscape <u>native</u> design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures describing xeriscape <u>native plantings</u> .		X						Community Engagement Meeting comment: delete xeriscape and add native plant.
POLICY 5.3.2.	The City shall require that at least 50% of the landscape vegetation used on a project reviewed by the Site Plan Review Committee be comprised of drought resistant native vegetation in harmony with site specific conditions.		X						Community Engagement Meeting comment: delete 50% and add 75%. Delete drought resistant.
POLICY 5.3.3.	Vegetation on new City landscaping projects shall be comprised of at least 50% native drought resistant vegetation.		X						Community Engagement Meeting comment: delete 50% and add 75%. Delete drought resistant.
POLICY 5.3.4.	All new development and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or re-landscaping becomes necessary.		X						
POLICY 5.3.5.	Native vegetation shall be used to the maximum extent possible to meet landscaping and open space requirements.		X						Community Engagement Meeting comment: delete open space.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.3.6.	Exotic plant species, as <u>identified by the Florida Invasive Species Council listed as exempt species in Chapter 3, Article II of the Land Development Code</u> , shall be removed from development sites during the time of construction.							X	Changes based on proposed Land Development Code Landscaping Article amendments.
POLICY 5.3.7.	Development shall preserve fifty (50%) percent of ecologically viable portions of natural upland plant communities, including rare or endangered ecosystems, present on-site.		X						Community Engagement Meeting comment: delete 50% and add 75%. Add new Policy 5.3.8. – Reduce and or remove invasive plants.
<u>POLICY 5.3.8.</u>	<u>The City shall reduce groundwater withdrawal through the utilization of a reclaimed water scheduling program as mentioned in section 2C of the 2023 Water Supply Plan. The reclaimed water schedule may be updated by the Utility Manager or Public Works Director as deemed necessary. Additionally, the City will continue to communicate the importance of watering conservation with its customers.</u>				X				New policy as part of water supply plan Ord 2024-08

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.3.9.	<u>The removal of invasive species on City owned and maintained lands shall be funded through the annual budget process.</u>				X				City Commission directive from February 4, 2025 workshop.
OBJECTIVE 5.4. WETLAND PRESERVATION	Wetland areas within the City shall be preserved in accordance with a City that incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; promotes economic development that creates long-term jobs by establishing a means to allow wetland impacts for industrial land uses in platted industrial parks; inventories existing wetlands within the City; sets performance criteria to maintain wetland functions; establishes transition zones; and establishes land use policies for transition zones; and establishes standards for mitigation based on a policy of no-net-loss of wetland functions as a last resort.	F.S. 163.3177						X	Removed the word “and” after the first occurrence of “transition zones”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.4.1.	It is the policy of the City to require proper planning to avoid or minimize damage to wetlands; to require that activities not dependent upon a wetland location be located at upland sites; to allow wetland losses only where all practicable measures have been applied; to reduce those losses that are unavoidable and in the public interest; to require silviculture to comply with all requirements; to provide for mitigation in the form of wetland restoration, wetland creation or upland preservation; to offset further losses; to promote economic development that creates long-term, value added jobs by allowing wetland impacts in excess of minimum requirements under certain conditions for commercial, industrial, and residential, office, <u>and</u> retail; land uses, subject to applicable e <u>County</u> , s— <u>State</u> , and f— <u>Federal</u> wetland regulations; and to provide for the protection of wetlands under the City’s land development regulations to be adopted and implemented consistent with Section 163.3202, F.S.							X	Minor grammatical changes.
POLICY 5.4.2.	Land use planning and site design shall support development patterns which minimize the impact of development on wetland communities. As a result of development, there shall be no net loss of wetlands functions or values, nor shall wetlands functions and values be degraded.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.4.3.	All development shall comply with wetland protection requirements of all Federal, State, and regional agencies.		X						
POLICY 5.4.4.	The City shall require a wetland permit for any development that proposes to alter a wetland system and the permit shall clearly show the proposed alteration and mitigation. A Wetland Management Plan shall be required for all development that may adversely affect wetland systems and the requirements shall be contained in the Land Development Code.		X						
POLICY 5.4.5.	No activities in or affecting wetlands shall destroy natural wetland functions <u>that are</u> important, unless otherwise mitigated, to the general welfare by: a. Decreasing breeding, spawning, nesting, wintering, feeding, or other critical habitat for fish and wildlife, including rare, threatened and endangered plant and animal species, commercially and recreationally important fish and wildlife and species of special concern; b. Interfering with the natural exchange of nutrients needed by fish and other forms of wildlife; c. Reducing groundwater recharge; d. Destroying sites needed for educational and scientific research.							X	Added the phrase “that are” for clarity.

POLICY 5.4.6.	The City shall continue to require and enforce the provision and maintenance of adequate and undisturbed upland buffers of native vegetation adjacent to the Halifax River, the Tomoka River, and all of their associated tributaries and wetlands. A minimum shoreline requirement shall be applied for all new development to protect wildlife and marine life habitat areas and the adjacent surface water quality. The minimum shoreline setbacks shall be as follows: a. Tomoka River and the Little Tomoka River: A minimum of 120 feet from the mean high-water mark or 50 feet from the upland/wetland interface line, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten feet (10') above the mean high-water mark exists along the river. b. Halifax River: A minimum of 30 feet from the mean high-water line or upland/wetland interface, or as stipulated by a specific zoning district rear yard setback contained in the Land Development Code, whichever is greater. The minimum setback may be reduced where a planned overlay district is approved for sites where a bluff of ten (10') feet above the mean high-water mark exists along the river. c. Mosquito Control Ditches; Strickland, Dodson, and Thompson Creeks; and Misner's and Groover Branches: A minimum of 60 feet from the mean							X	Hyphenated each occurrence of "high-water" for grammar Removed the second occurrence of "and" and replaced commas with semicolons for clarity after "wildlife quality" and "turbidity control" in paragraph "d"
---------------	---	--	--	--	--	--	--	---	---

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	high-water mark or 50 feet from the upland/wetland interface line, whichever is greater. d. For those waterways listed under “c” above, the shoreline and wetland setback may be adjusted downward on a case-by-case basis, to be no less than 30 feet from the mean high-water mark or no less than 25 feet from the upland/wetland interface, whichever is greater. A request for a reduction may be considered, provided that the associated wetland and upland buffer areas are predominantly herbaceous in nature, and the functioning values of the wetland and upland buffer areas are poor for such factors as wetland wildlife quality; and quantity; and sediment and turbidity control; and surface water runoff control. A determination to allow a reduction in the buffer width shall be based on a finding of conformance to all of the following criteria as conducted through the development review process: 1. The developable portion of the property is less than 150 feet deep for existing lots of record, as of the date of adoption of the Comprehensive Plan.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Conservation Element – February 18, 2025										
	2. The proposed development shall be connected to a central water and sewer system. 3. The proposed development shall not adversely impact the hydroperiod and other functioning values of the adjacent wetland as determined by review of a Wetlands Management Plan, which is required to be submitted under the Wetlands Protection Ordinance. 4. The proposed development shall provide one-to-one mitigation for reduction in standard, by enhancing the functioning values of the on-site upland and wetland buffer areas.									
POLICY 5.4.7.	The City shall maintain Land Development Code regulations consistent with the minimum standards for wetland protection as approved by Volusia County. These standards address the identification of wetlands, mitigation requirements to ensure that there is no net loss of wetlands within the City limits, and a minimum 25-foot-wide buffer upland and adjacent to wetlands requirements.		X							
POLICY 5.4.8.	All new development shall submit to the City a description of all watercourses, water bodies							X	Added the word “the”.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	and wetlands on or adjacent to the site or into which surface waters flow. Information regarding their water quality and the current water quality classification, if any, given them by the Florida Department of Environmental Regulation, <u>the</u> Army Corps of Engineers, <u>the</u> St. Johns River Water Management District, and the Florida Department of Environmental Protection shall be included.								
POLICY 5.4.9.	No development shall be approved unless it satisfies the provisions of the City’s Land Development Code and the SJRWD <u>St. Johns River Water Management District</u> rules for Management and Storage of Surface Waters (<u>MSSW</u>), Chapter 40C-4, F.A.C.							X	Spell out acronyms
POLICY 5.4.10.	The City will protect wetland systems through public acquisition or purchase of development rights, environmental conservation easements, cluster zoning, land banking and mitigation.		X						
POLICY 5.4.11.	The City shall encourage the incorporation of isolated wetlands into stormwater management systems as detention facilities to avoid the filling and excavating of wetlands. Whenever isolated wetlands are used for stormwater detention, hydroperiods and stage elevations shall be designed to maintain the existing natural wetlands community, except where permitting agencies agree that the imposition of conditions which favor a different plant community is more desirable for the purpose of providing habitat,		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	improving water quality or enhancing other wetland values. In order to maintain the long-term viability of isolated wetlands used for retention, stormwater shall be treated to meet the general water quality criteria of c.62, F.A.C., prior to its discharge in isolated wetlands.								
POLICY 5.4.12.	The City shall continue to investigate methods to safely utilize wetlands to further treat treated wastewater as an alternative to discharging effluent into the surface waters of the City.		X						
POLICY 5.4.13.	Any drainage that occurs adjacent to a wetland will be separated by an adequate buffer, liner or other means to avoid changes in the wetland’s hydroperiod.		X						
POLICY 5.4.14.	Biological monitoring activities, including shallow groundwater levels, shall be undertaken by the developer at various locations for the purpose of evaluating wetland biological productivity and condition.		X						
POLICY 5.4.15.	The applicant shall take positive steps to correct or mitigate any unnecessary degradation of water or wetland quality caused by site development as determined by the St. Johns River Water Management District, the Florida Department of Environmental Protection, the Army Corps of Engineers, or the City.							X	Add the word “the”.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.4.16.	Roadway designs in or near wetland areas will provide for the capture and diversion of stormwater runoff from roadway surfaces in wetland areas to upland stormwater retention/detention ponds for treatment prior to discharge into receiving water bodies.		X						
POLICY 5.4.17.	On-site wastewater treatment systems shall not be allowed within 75 feet landward of the upland/wetland interface or the 100-year floodplain boundary or within 120 feet of the shoreline edge, whichever is more restrictive.		X						
POLICY 5.4.18.	No wells shall be allowed to be constructed in wetlands.		X						
POLICY 5.4.19.	Where artificially constructed lakes adjoin or are within 100 feet of a wetland, design elevations of such lakes will be controlled to maintain or recreate historic water levels and hydroperiods of the adjacent or nearby wetland system. Under no circumstances shall the lakes be allowed to draw down the water table within 300 feet of a wetland.		X						
POLICY 5.4.20.	The City shall prohibit construction projects utilizing any dewatering process from discharging into a designated wetlands area.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.4.21.	Limit the extensive utilization of fill material in uplands, if its utilization results in extensive or significant wetland alteration.		X						
POLICY 5.4.22.	Wetlands shall not be used as primary sediment traps during development. No grading, cutting or filling shall be commenced until erosion and sedimentation control devices have been installed between the disturbed area and the wetlands.		X						
POLICY 5.4.23.	The City shall prohibit direct discharge of stormwater into wetland areas.		X						
POLICY 5.4.24.	The minimum distance between the edge of each stormwater retention/detention pond and adjacent wetlands shall be 300 feet, unless the St. Johns River Water Management District and/or the City accepts tests, calculations or other information furnished by the applicant through the permitting process which clearly demonstrates that deviation from the 300 feet distance would not degrade the wetlands in any way.		X						
POLICY 5.4.25.	Although the use of wetlands for storing and purifying water is encouraged, care must be taken not to overload their capacity, thereby harming the wetlands and transitional vegetation. Wetlands should not be damaged by the construction of detention ponds.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.4.26.	Retention and detention ponds shall be used to retain and detain the increased and accelerated runoff which the development generates. Water shall be released from detention ponds into wetlands at a rate and in a manner approximating the natural flow which would have occurred before development.		X						
POLICY 5.4.27.	Agricultural drainage ditches and mosquito control ditches that adversely affect the hydroperiod of natural wetland systems shall be prohibited.		X						
POLICY 5.4.28.	Proposed activities which would destroy or degrade the function of wetlands shall not be permitted except where such activities are not contrary to the public interest and where there is no practical alternative which reduces or avoids impacts to wetlands. Unavoidable losses of viable wetlands should be mitigated through the demonstrably successful restoration, creation or (where no other alternative is feasible) preservation of wetlands.		X						
POLICY 5.4.29.	The purpose of mitigation is to offset unavoidable environmental impacts. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	following methods, in order of priority in which they should be utilized: a. Avoiding the impact altogether by not taking a certain action or parts of an action; b. Minimizing impacts by limiting the degree or magnitude of the action or its implementation; c. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment; d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and e. Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or re-establishment of wetlands or significant upland areas which are no longer functioning due to significant alteration in the past.								
POLICY 5.4.30.	Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	a. Compensatory wetland mitigation ratios shall be consistent with the ratio established for each wetland classification. Wetland-to-wetland compensation should be like kind replacement, i.e., saltwater system for saltwater system, freshwater for freshwater where practicable; b. Specific design requirements based upon conditions of the site and the type of wetland to be treated or restored; c. Periodic monitoring to remove exotic or nuisance vegetation; d. Monitoring and replacement to assure a survival rate of 80% wetland vegetation for a minimum of three (3) years; and e. An upland habitat as an adjacent buffer on mitigated sites.								
POLICY 5.4.31.	An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands or preservation of significant upland areas is preferred over wetland creation.		X						
POLICY 5.4.32.	Mitigation shall take place as follows (ranked in preference): (1) on site or (2) in close proximity and within the same drainage basin or (3) an approved mitigation bank.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.4.33.	A mitigation plan approved by a Federal, State, or regional agency shall be presumed to be acceptable provided, however, if no such mitigation plan is required by the approved permit from the Federal, State, or regional agency, then the local government may at its option adopt a mitigation plan in compliance with this section.							X	No change to text. Corrected punctuation; added comma after “State.”
POLICY 5.4.34.	An applicant who carries out a compensatory mitigation plan shall at least grant to the City a conservation easement on the newly created or restored wetland and buffer or preserved significant upland area to protect it from future development. A legal mechanism which protects the area in perpetuity other than a conservation easement may be deemed appropriate on a case by case basis to carry out the purpose of the subsection.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 5.4.35.	The City shall utilize the Uniform Mitigation Assessment Method (UMAM), pursuant to Section 62-345, F.A.C., to determine the amount of mitigation needed to offset a wetland impact.		X						
GOAL 6. FISH AND WILDLIFE	MAINTAIN, PROTECT, PRESERVE, OR INCREASE EXISTING NATIVE FISH AND WILDLIFE SPECIES IN TERMS OF OVERALL POPULATION AND DIVERSITY.		X						Community Engagement Meeting comment: delete in terms of and add for.
OBJECTIVE 6.1. CONSERVATION	The City and any development activity shall ensure that viable sized tracts of unique and significant natural habitat areas and wildlife corridors are preserved and protected with adequate buffers of native vegetation and an effective management plan in order to minimize the adverse effect of development or recreation activity on fish and wildlife. Fisheries, fishes, wildlife, and wildlife or marine life habitats shall be conserved, appropriately used, and protected, particularly those which are threatened, endangered, or of special concern.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 6.1.1.	The City shall maintain the provisions of the Land Development Code that incorporate 1) the creation of viable wildlife habitats and corridors and 2) the preservation of sustainable vegetative mosaics of significant native faunal and floral habitat and wildlife corridors into the development review process to ensure that natural habitat areas are protected to the maximum extent feasible on both site-specific and macro levels from the cumulative effects of growth and development.		X						
POLICY 6.1.2.	If it is presumed that a designated species may be present on the basis of general characteristics, including the number and types of plant communities, the linear amount of “edge” such as the boundaries between woods and grasslands, the presence of water, and the presence of movement corridors between habitat areas, the City shall require applicants for development to assess the impact of development on designated species. Designated species shall include those classified, by either the Florida Game and Freshwater Fish Commission or the U.S. Fish and Wildlife Service, as endangered, threatened, or species of special concern, or those species actively being considered for designation. When estimating the impact of proposed development, the applicant may be							X	No change to text. Corrected punctuation; added comma after “characteristics”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	required to conduct an inventory of existing wildlife and vegetation on the site.								
POLICY 6.1.3.	No more than 20% of the habitat area for designated species may be disturbed, whether cleared, filled or otherwise altered. Any development which disturbs designated species habitat areas shall prepare a workable management plan for those affected species. Such management plan shall be reviewed and approved by the respective State agencies.		X						
POLICY 6.1.4.	The City shall monitor and review development and recreation activities, in conjunction with other agencies, along the Tomoka River and its tributaries to identify the impacts that development and recreation have on fish and wildlife within the rivers’ and creeks’ riparian wildlife corridor.		X						
POLICY 6.1.5.	In order to maintain the biological integrity of the riparian wildlife corridor associated with the Tomoka River and its tributaries, the City shall continue to ensure that the width of the corridor does not diminish below present levels by preserving all connected wetland areas and requiring upland and shoreline buffers.		X						
POLICY 6.1.6.	The City shall coordinate with the St. John’s River Water Management District (SJRWMD) to inventory and analyze the extent of wildlife and make recommendations to maintain or prevent the significant decline							X	Spell out acronyms.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	of wildlife diversity in SJRWMD—the St. John’s River Water Management District designated Riparian Habitat Protection Zones.								
POLICY 6.1.7.	The City shall maintain in the development review process the review and consideration of the cumulative and macro level impacts upon native faunal and floral species, their habitats, and wildlife corridors.		X						
POLICY 6.1.8.	The City shall cooperate with local, State, regional, and Federal agencies as needed to update inventory and analysis of the quantity and quality of existing aquatic and terrestrial habitat and movement corridors.							X	No change to text. Corrected punctuation; added comma after “regional”
POLICY 6.1.9.	The City will cooperate with state agencies to implement the enforce riparian wildlife corridor standards to prevent the diminishing of wildlife diversity beyond the baseline diversity similar to but not less than the six-hundred (600’) foot St. John’s River Water Management District (SJRWMD) Tomoka River Riparian Habitat Protection Zone.							X	Proposed language to be modified to coordinate with appropriate state agencies.
POLICY 6.1.10.	On a continuous basis, the City shall update its Land Development Code to incorporate the most recent information and to best ensure protection of sea turtles.		X						
POLICY 6.1.11.	The City shall prohibit the release of balloons into the atmosphere, except for balloons associated with educational, scientific, or transportation purposes.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 6.1.12.	The City shall maintain standards, within the land development regulations for identification and preservation of floral and faunal habitats and wildlife corridors.		X						
POLICY 6.1.13.	Site development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon the project site, the developer shall cease all activities which might negatively affect that individual or population and immediately notify the Florida Game and <u>the</u> Freshwater Fish Commission or Florida Department of Environmental Protection, the United States Fish and Wildlife Service, and the City. Proper protection and habitat management, to the satisfaction of all agencies, shall be provided by the developer.							X	Add the word “the”.
POLICY 6.1.14.	To minimize dependency on groundwater for irrigation and to prompt retention of wildlife habitat, native vegetation shall be utilized in landscaping to the maximum extent practicable.		X						
POLICY 6.1.15.	The City shall ensure that protected and designated environmental system corridors remain intact even after annexation.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 6.1.16.	If a habitat mitigation plan is required by an agency, the City shall ensure that the applicant provides for on-site direct supervision during the construction process and any post-construction modifications. Permit conditions of other agencies shall be submitted to the City and enforced.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 6.1.17.	The City shall encourage the Volusia Council of Governments to maintain a clearinghouse for environmental and natural resource studies and recommendations by both public and private organizations.			X					Policy proposed to be deleted as Volusia Council of Government was dismembered in 2012. Discussion item comment: The League of Cities has been actively involved in promoting the New Green Deal, <i>a comprehensive plan aimed at addressing climate change and economic inequality</i> . I find it disturbing that the city would work with any organization that has its own agenda.
POLICY 6.1.178.	Marinas shall not be permitted in areas which are determined to be critical to the survival of the manatee. This includes the Tomoka River, Thompson Creek, Strickland Creek, and Dodson Creek. In addition, construction of new or the expansion of existing boat facilities in these areas shall be consistent with the Manatee Protection Plan for Volusia County dated August 23, 2005 (adopted by Volusia County on September 8, 2005) and the requirements of the City of Ormond Beach Land Development Code, whichever is more restrictive.							X	Proposed to remove date references. Renumber
POLICY 6.1.189.	Where a site is found to be inhabited by a gopher tortoise population that meets or exceeds the Florida Game and Freshwater Fish Commission’s threshold of “significant” gopher tortoise habitat or which comprises part of a gopher tortoise population that may, in the aggregate, meet or exceed this threshold, the property owner shall protect		X						Renumber

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	such habitat areas through the use of conservation easements, deed restrictions, or common open space areas. As an alternative, gopher tortoises may be relocated only in conformance with an approved gopher tortoise relocation plan.								
POLICY 6.1. 1920 .	Any bridge or road crossings over water bodies and/or wetlands shall be designed and constructed to minimize the right-of-way width, minimize overstory removal, and provide adequate space under the span of the road to accommodate large wildlife movement and shall not impede anticipated water flows.		X						Renumber
POLICY 6.1. 20,21 .	Land development proposals shall be reviewed to protect the natural functions of ecologically viable wildlife, fisheries and marine habitats. Applicants for development shall prepare a suitable alternative management plan, as per Policy 6.1.2., when local, State, or Federally listed vegetative, wildlife and marine species occur within project boundaries.							X	No change to text. Corrected punctuation; added “period” after “Policy 6.1.2” for consistency Renumber
POLICY 6.1. 21,22 .	The City shall maintain development review standards for projects which impact habitats of endangered and threatened species or species of special concern. The type and occurrence of such habitats shall be as determined by the City, the County or the appropriate Federal (USFWS) and State (FGWFC, FDEP,							X	Remove acronyms and simply keep Federal and State. Corrected punctuation; removed comma after “endangered” in paragraph “d” Renumber

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	ECFRPC) agencies. These review standards shall address at minimum: a. Proper siting of development structures and infrastructure, including clustering of dwelling units or buildings away from such habitats; b. Management plans which protect fish and wildlife designated as endangered, threatened or species of special concern; c. Mitigation plans for such habitat which is unavoidably altered; d. Restrictions on the use of such habitats to those which are found to be compatible with the requirements of wildlife species which are threatened, endangered, or of special concern.								
POLICY 6.1.23.	The City shall establish management plans for specific endangered and otherwise designated species. At minimum, these plans shall: a. Provide for the coordination of Federal, State, local, and private activities involving protection of the particular species; b. Establish public education programs; c. Provide for the minimization of activities which directly or indirectly adversely impact the particular species listed above; and			X					Recommended to delete as these are a function of State and Federal agencies that City defers to.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Conservation Element – February 18, 2025										
	d. Establish standards for habitat protection, and/or relocation of species, where appropriate.									
POLICY 6.1.224.	The City shall establish and maintain programs to reduce, and eliminate, where possible, pollution activities which adversely impact endangered species, including illegal dumping of solid and hazardous waste, littering near open water bodies, and the outdoor release of balloons.							X	No change in text. Corrected punctuation; removed comma after “reduce” Re-number policy.	
POLICY 6.1.235.	Marine, brackish, and freshwater habitats necessary for the continued ecological stability of fisheries and water-depending wildlife shall be identified and protected through, at minimum, coordination with the Florida Game and Freshwater Fish Commission, <u>the</u> Florida Department of Environmental Protection, and other governmental agencies as appropriate.							X	Add the word “the”. Re-number policy.	
POLICY 6.1.246.	The City shall continue to ensure the protection of manatees by, at minimum: supporting the Tomoka River Manatee Sanctuary; supporting the regulation and enforcement of boat speeds; regulating safety and water sport activities; utilizing the boat facility siting plan in Phase II of the Manatee Protection Plan for Volusia County— dated August 23, 2005 ; monitoring and ensuring the proper maintenance of extensive signage denoting manatee habitat and associated boat							X	Proposed to remove date references. Re-number policy.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	speed zone; requiring mitigation through contributions to the Manatee Conservation Fund; and ensuring the distribution of educational materials about manatees and their protection at boat launch and marina facilities. All manatee protection measures shall be consistent with the Manatee Protection Plan for Volusia County, dated August 23, 2005 (adopted by Volusia County on September 8, 2005).								
POLICY 6.1.257.	Land use activities adjacent to the following areas: • Open space/conservation areas and recreation/open space areas designated in the Future Land Use and Recreation/Open Space Elements; • Tomoka Marsh Aquatic Preserve; • Tomoka River Manatee Sanctuary; • Tomoka River OFW <u>Outstanding Florida Water</u>; • Tomoka State Park; and • Wetlands, shall be limited to non-intensive uses such as Environmental Systems Corridors, Agriculture, rural, or low density residential and residential, office, retail or neighborhood commercial. All proposed land use activities must ensure that such activities will not						X	Delete acronym and replace with Outstanding Florida Water. Re-number policy. Community Engagement Meeting comment: delete Open Space and add Park; Add Ormond Scenic Loop and Trail to bulleted list.	

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Conservation Element – February 18, 2025									
	degrade the natural physical, biological, aesthetic, or recreational functions of such lands and shall provide for the preservation and protection of such areas in accordance with the appropriate standards including, but not limited to, setback requirements, buffers, wetland and floodplain policies.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Conservation Element – February 18, 2025										
POLICY 6.1.268.	Planning and approval of development projects shall avoid adverse impacts to species listed as endangered, threatened or species of special concern to the greatest extent practicable. Where suitable habitat on a project site is utilized by a listed species, a management plan designed to minimize harm to the species and its habitat should be prepared by the developer and adherence to the plan made a condition of development approval. Management plans shall be reviewed and approved by the appropriate State agency (FGFWFC or FDEP) and the U.S. Fish & Wildlife Service prior to their approval by the City.		X						Delete acronyms. Re-number policy.	
POLICY 6.1.279.	The City shall support the protection of critical habitat for endangered and threatened species to the maximum extent feasible. “Critical habitat” shall include those habitat types, or specific geographical locations, which are designated as such by the <u>appropriate State and Federal agencies</u> . USFWS, NMFS, FGFWFC, FDEP, FDACS, or the RPC.							X	Recommended to remove acronyms and replace with appropriate State and Federal agencies. Re-number policy.	
GOAL 7. USES OF NATURAL RESOURCES	THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATONS AND PUBLIC PROGRAMS.	F.S. 163.3177	X							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
OBJECTIVE 7.1. LAND ACQUISITION	The City shall support the acquisition of unique or environmentally significant properties for public conservation reservations and maintain its proposed level-of-service for passive parks.		X						
POLICY 7.1.1.	Upon adoption of the Comprehensive Plan, the City shall require developments along the Tomoka River and its tributaries with individual properties of five acres or larger to include all wetlands in a conservation easement to the City. The easement shall not prohibit the construction of an elevated wooded catwalk to the waterway, provided the construction is done in the most environmentally sound manner. Developments, when property along a waterway or wetland is divided into tracts of less than 5 acres, shall put those wetlands in either public or semipublic (e.g., homeowner’s association) control; properties with multiple riparian ownership of less than 5 acres which are under homeowner association control shall grant a conservation easement to the City. For lots of less than 5 acres, if part of a subdivision project, only one community dock shall be allowed.		X						
POLICY 7.1.2.	On a continuous basis, the City shall consider acquisition of vacant lands abutting the Tomoka River, its tributaries, Dodson Creek, and the Halifax River.							X	Community Engagement Meeting comment: add residential in front of vacant lands.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
									Corrected punctuation; added comma after “Dodson Creek”
POLICY 7.1.3.	The City shall, in coordination with local and State agencies, participate in a strategy to acquire environmentally sensitive lands.		X						
OBJECTIVE 7.2. IMPACT ASSESSMENT	All development activities shall properly assess impacts on the environment and provide an effective mitigation plan as required.							X	No change to text: added period after 7.2 for consistency.
POLICY 7.2.1.	The City shall require Environmental Assessment Reports for all planned unit developments, subdivisions, and other development that must comply with the special requirements of the residential –s Suburban Residential zoning district and that must prepare a water management plan in accordance with the provisions of the Land Development Code.							X	Corrected to Suburban Residential
OBJECTIVE 7.3. SUSTAINABILITY	Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.		X						Community Engagement Meeting comment: Delete Sustainability and add Wise Use of Land in objective title
POLICY 7.3.1.	Encourage the production and use of energy generated from renewable resources.							X	No change to text: added period after 7.3.1 for consistency.
POLICY 7.3.32.	The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.							X	Renumber Community Engagement Meeting comment: after incorporate – add native plants 75%, FF 20%, natural 5%,

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 7.3.43.	Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and open spaces, green roofs, natural drainage systems).							X	Renumber Community Engagement Meeting comment: Delete Create, protect and manage green infrastructure and replace with Plan, plant, park program – See Attachment.
POLICY 7.3.54.	Protect and enhance green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.							X	Renumber Community Engagement Meeting comment: re-write policy – See Attachment.
POLICY 7.3.65.	Encourage site design techniques that restore natural “green infrastructure” (i.e., urban forests, parks and open spaces, natural drainage systems) instead of relying solely on engineered systems that require higher energy and carbon inputs.							X	Renumber Community Engagement Meeting comment: re-write policy – See Attachment.
GOAL 8. AIR QUALITY	MAINTAIN THE PRESENT HIGH LEVEL OF AIR QUALITY FOR HUMAN HEALTH, SAFETY, AND WELFARE, AND PROTECTION OF THE NATURAL ENVIRONMENT.	F.S. 163.3177						X	Removed the word “AND” after “SAFETY”
OBJECTIVE 8.1. STANDARDS	Prevent the degradation of the City’s air quality below baseline standards.		X						
POLICY 8.1.1.	No industrial or commercial business which emits air pollutants which would degrade the City’s ambient air quality will be permitted unless it can be proven to the City that all available pollution control devices and practices will be installed as a part of the development upon occupancy.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 8.1.2.	The City shall encourage alternative modes of transportation by promoting the use of bicycles by building more bike lanes, bike paths, and bike racks, and requiring more improved pedestrian sidewalks.							X	Removed the word “and”
POLICY 8.1.3.	The City shall support, by Resolution, an inspection program by the Police Department to identify vehicles which fail to meet pollution control standards as mandated by Florida Statutes.			X					Proposed for deletion as the City does not do this.
POLICY 8.1.43.	New facilities housing the young, the elderly or the handicapped shall be prohibited from locating near point air pollution sources and vice versa. Playgrounds and active recreation areas shall also be located a safe distance from these sources.							X	No change in text. Re-number policy.
POLICY 8.1.54.	Construction, excavation, and land clearing activities shall minimize the exposed ground surface area. Any area that is to be exposed for an extended time period shall be mulched or sodded.							X	No change in text Re-number policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 8.1.65.	In the interest of safety and air quality control, residential development shall construct a system of bikeways or provide for bicycles in the construction of the internal roadway system which will provide bicycle travel between: a. Homes and schools b. Homes and employment centers c. Homes and neighborhood commercial centers.							X	No change in text. Re-number policy.
POLICY 8.1.76.	External bicycle systems which provide for bicycle traffic to adjacent residential, employment, and educational centers shall be connected by development and the provision for facilitating the movement of bicycle traffic to nearby external residential, employment and educational centers shall be considered during the site plan review process.							X	No change in text. Re-number policy.
POLICY 8.1.87.	Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.							X	No change in text. Re-number policy.
POLICY 8.1.98.	The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and							X	No change in text. Re-number policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.								
POLICY 8.1.409.	The City shall enforce Section 104.1.10 of the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.							X	No change in text. Re-number policy. Community Engagement Meeting comment: Add new policy 8.1.10. – Tree help reduce CO2 and increase O2 and clean air.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
OBJECTIVE 8.2. SITE PLAN REVIEW	The City shall review through the site plan review process the change in levels of air pollutants considered hazardous to health or damaging to property (including but not limited to carbon monoxide, sulfur oxides, hydrocarbons, particulates, nitrogen oxides, photochemical oxides); the effective or visual aesthetics, in terms of opacity and shade of emitted smoke plumes. <u>Should the City determine the need for the review of the impacts to the air quality, the developer shall pay for the services of a 3rd party consultant to review the project for change in levels of air pollutants, considered hazardous to health or damaging to property. The City shall coordinate with the Florida Department of Environmental Protection as the regulatory body for - air permits.</u>							X	Proposed modifications to involve a 3 rd party consultant for site plan review as necessary.
POLICY 8.2.1.	The City shall require all industrial and certain commercial development and residential development to prepare an Environmental Assessment Report to analyze and estimate the net change in levels and distribution of pollution caused by the development activity.		X						Community Engagement Meeting comment: add public after all.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 8.2.2.	The shade and opacity of smoke emitted from developments can be quickly determined by a trained inspector making comparisons with a Ringelmann Chart, which is simply a set of illustrations of different densities.		X						
POLICY 8.2.3	Development activity which creates an odor on the scale of 2, 3, or 4 shall be located at sufficient distances from residential neighborhoods to reduce the odor to, at minimum, a level of 1. The intensity of odors can most simply be determined by using a zero-to-four scale, as follows: 0 No sensation of odor. 1 Just detectable odor (the threshold dilution). 2 Distinct and definite odor whose unpleasant characteristics are revealed or foreshadowed (the recognition threshold). 3 Odor strong enough to cause a person to attempt to avoid it completely. 4 Odor so strong as to be overpowering and intolerable for any length of time.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 8.2.4.	Air modeling shall be accomplished using guidelines adopted by the FDEP or, if none are adopted, using a methodology agreed upon by the City, Volusia County, and FDEP. If the air modeling specified above results in any predictions of one hour or eight hour CO concentrations at or above the Federal and State standards, then ambient air monitoring for CO will be conducted at an appropriate locations(s) determined by the City of Ormond Beach, Volusia County, FDEP and the East Central Florida Regional Planning Council. This monitoring will meet all applicable State and Federal standards for CO monitoring including season, location, duration, instrumentation, quality control and quality assurance. <u>Should the City determine the need for the applicant to provide the air modeling using the guidelines adopted by the Florida Department of Environmental Protection, the applicant shall pay for the services of a 3rd party consultant to review and provide comments in accordance with State and Federal standards.</u>							X	Proposed modifications to involve a 3 rd party consultant for site plan review as necessary.
POLICY 8.2.5.	Should the air monitoring specified above indicate that a violation of Florida Ambient Air Quality (FAAQ) standards has occurred, and the modeling indicates that ten (10%)		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Conservation Element – February 18, 2025										
	percent or more of the CO is attributable to project traffic, then the applicant shall pursue one or any combination of the following until modeling indicates that the FAAQ’s will be achieved: a. Not commence the next development or monitoring phase; b. Participate in cost-sharing of roadway improvements; c. Implement an active Transportation System Management program.									
GOAL 9. MINING AND MINERALS	MINING EXTRACTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER THAT MINIMIZES IMPACT ON THE ENVIRONMENT AND SURROUNDING LAND USES.	F.S. 163.3177	X							
OBJECTIVE 9.1. SAFETY STANDARDS	Mineral extraction activities shall be accomplished in a manner consistent with applicable aesthetic, engineering, environmental, health, noise, recreation, and safety standards.		X							
POLICY 9.1.1.	The City shall maintain the provisions of the Land Development Code concerning effective mineral extraction to achieve an aesthetically pleasing landscape compatible with adjacent land uses. Native vegetative buffers shall be used <u>to</u> minimize soil erosion. Buffers shall also be established between the mining							X	Added the word “to” after “buffers shall be used” for clarity	

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Conservation Element – February 18, 2025									
	activity and adjacent existing and planned future land uses.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 9.1.2.	On a continuous basis, the City shall coordinate with local governments, the FDEP <u>Florida Department of Environmental Protection</u> and SJRWMD the St. Johns River Water Management District to ensure that the mined areas are reclaimed in accordance with current law and permit conditions.							X	Spell out acronyms.
POLICY 9.1.3.	If a mine requires “dewatering”, the discharge shall occur from one cell of the project site to another cell. Off-site discharge shall be prohibited.		X						
OBJECTIVE 9.2. HISTORICAL <u>SITES</u>	Mineral extraction activities shall “respect” paleontological, archaeological, and <u>historical</u> sites.							X	Updated the word to Historical for consistency
POLICY 9.2.1.	The City shall initiate cooperative efforts with other government agencies and private organizations to identify and evaluate existing or potential extraction sites that are likely to contain significant paleontological, archaeological or historical resources.		X						
POLICY 9.2.2.	Any excavation or mining activity which uncovers or appears to be disturbing archaeological or paleontological resources shall be held in abeyance until a preliminary assessment can determine the probability of significant archaeological or paleontological assets.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 9.2.3.	The City shall maintain the regulations in the Land Development Code that regulate the process for dealing with potential archaeological or paleontological resources. This shall include cooperation with the Museum of Arts and Sciences, the Volusia Central Florida Anthropological Society, and the State Bureau of Historical Resources.							X	Central Florida Anthropological Society is the correct name. The state has 13 chapters, Ormond Beach’s is Central Florida, not Volusia County. Amend state division name
OBJECTIVE 9.3. COMMUNITY BENEFIT	Mineral extraction activities will generate a net benefit to the community.		X						
POLICY 9.3.1.	The City shall require developers or owners to provide restoration plans for new or currently active borrow pits, so that once the material extraction has been completed, the former pits will continue to benefit the overall community.		X						
POLICY 9.3.2.	The City shall <u>may</u> require dry hydrants be installed at appropriate sites adjacent to strategically located borrow pits, to ensure an adequate fire protection capacity.							X	Recommended language change to be consistent with the Land Development Code.
POLICY 9.3.3.	Mining operators shall demonstrate financial responsibility <u>be responsible</u> to pay for necessary corrective actions or repairs to roadways, buildings, other structures, groundwater, or surface water and to reclaim the site to prescribed specifications upon completion of mineral extraction activities.							X	Recommended to modify language for responsible party.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
OBJECTIVE 9.4. RESOURCE PROTECTION	Mining activities shall not adversely affect the quality of air, groundwater and surface water and land and wildlife.		X						
POLICY 9.4.1.	Phasing of extractive activities shall be used as a device to assure that only small areas are affected by such activities at one time.		X						
POLICY 9.4.2.	The City shall require that a geophysical log series (from wells or other acceptable means) be prepared for the proposed site to assess the hydrogeologic character of the site.		X						
POLICY 9.4.3.	Mineral and sand extraction activities shall not remove or disturb any impervious layer (e.g., clay) that naturally segregates the surficial aquifer from the Floridan Aquifer.		X						
POLICY 9.4.4.	Once extraction ceases, appropriate usage limits regarding septic and stormwater systems are to be implemented to ensure protection of surface water, groundwater and the Volusia-Floridan Sole Source Aquifer.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 9.4.5.	Formerly mined areas may not be incorporated into a stormwater retention or detention system until an engineering, hydrologic, or hydrogeologic determination has been made showing an adequate confining layer, segregating water in the pit from the Volusia-Floridan Sole Source Aquifer.		X						
GOAL 10. HAZARDOUS WASTES	THE CITY SHALL ENSURE THAT THE GENERATION, USE, STORAGE, TRANSPORTATION, AND COLLECTION OF HAZARDOUS OR TOXIC CHEMICALS, MATERIALS, OR SUBSTANCES WITHIN THE CITY SHALL CONSTITUTE NO SIGNIFICANT THREAT TO THE GENERAL HEALTH, SAFETY, AND WELFARE.	F.S. 163.3177	X						
OBJECTIVE 10.1. SARA TITLE III COMPLIANCE HAZARDOUS WASTE COORDINATION	The City shall ensure compliance with SARA Title III provisions and shall ensure the proper management of hazardous materials to protect the public health, safety, and welfare and to protect natural resources. <u>The City shall coordinate with Volusia County’s hazardous waste management program in accordance with Volusia County’s Comprehensive Plan.</u>							X	The reason for these modifications is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
POLICY 10.1.1.	The City shall continue to identify all industries and businesses within its boundaries which generate, use, or store hazardous or toxic chemicals, materials, or wastes. <u>The City shall cooperate with the implementation of the Volusia County hazardous waste management program.</u>							X	The reason for these modifications is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
POLICY 10.1.2.	The Fire Department shall maintain the information from Policy 10.1.1 (above) in its computer database. <u>The City shall publicize through various communication platforms to advertise the locations where Volusia County will accept household and small business hazardous waste as part of their collection program.</u>							X	The reason for these modifications is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
POLICY 10.1.3.	The City shall continue a public information campaign oriented to industries, businesses, and homes to educate people about safe use and disposal of hazardous or toxic substances.			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
POLICY 10.1.4.	The City, in conjunction with the Central Florida Local Emergency Planning Committee (LEPC) shall regulate and manage hazardous waste to protect the public health, safety and welfare and to protect natural resources as per the standards and guidelines established under Goal 3.2 in the Utilities Element.			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
OBJECTIVE 10.2. EMERGENCY PREPAREDNESS	The City shall be fully prepared for a hazardous or toxic accident or incident, with up-to-date plans, training, and equipment.			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
POLICY 10.2.1.	On a continuous basis, the appropriate personnel shall be kept abreast of the appropriate accident/incident response training.			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
POLICY 10.2.2.	On a continuous basis, up to date monitoring and accident/incident response equipment shall be maintained in quantities specified by Federal or State guidelines.			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
POLICY 10.2.3.	The City shall update its Hazardous Materials Response Plan on a continuous basis.			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
POLICY 10.2.4.	The City shall attempt to recover from any potentially liable third party any cost that it incurs from any hazardous or toxic accident/incident.			X					The reason for proposed deletion is because Volusia County is the lead agency for hazardous waste compliance. The city will continue to coordinate with Volusia County on these initiatives.
GOAL 11. SOIL AND EROSION	THE CITY SHALL ENSURE THE APPROPRIATE CONSERVATION AND USE OF SOIL RESOURCES.	F.S. 163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
OBJECTIVE 11.1. DEVELOPMENT	Incorporate the inherent limitation of existing soils in land planning and development, and minimize impacts, which result in soil erosion.							X	No change in text. Corrected punctuation; removed comma after “development”
POLICY 11.1.1.	Prior to any land disturbance associated with land development activities, except in previously approved subdivisions, the applicant shall indicate on a site plan those areas of highly erodible soils, as defined by the U.S. Department of Agriculture Soil Conservation Service, and avoid and minimize disturbance to those areas to the maximum extent feasible.		X						
POLICY 11.1.2.	Building and other construction in soils which are determined to be hydric in character, as defined by the <u>U.S. Department of Agriculture Soil Conservation Service</u> USDASCS and the Florida Department of Agriculture, shall be prohibited except to accommodate an overriding public interest and except as allowed within the wetland regulations.							X	Remove acronym
POLICY 11.1.3.	The City shall require excavation sites to be designed and executed to resemble and function as natural systems.		X						
POLICY 11.1.4.	Residential site design shall be based on data contained in the U.S. Soil Conservation Service’s soils report, unless a detailed soils analysis is undertaken and accepted by the City and the <u>U.S. Department of Agriculture</u>							X	Remove acronym

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	Soil Conservation Service USDASCS regional field or State soil scientist.								
POLICY 11.1.5.	The applicant of proposed development activities shall be responsible for implementing measures prior to and during construction activities on the project site to ensure that sedimentation and/or erosion problems are not created in receiving wetlands or other waterbodies.		X						
POLICY 11.1.6.	Septic tanks shall not be located in areas designated by the U.S. Soil Conservation Service as having severe or moderate limitations for septic tank development.		X						
POLICY 11.1.7.	In connection with development, all swales, slopes of retention, and detention areas shall be sodded or vegetated to help prevent erosion and facilitate efficient maintenance.							X	Recommended modifications to make consistent with City standard details. Community Engagement Meeting comment: add Policy 11.1.8. – Trees help reduce soil erosion.
GOAL 12. LOW IMPACT DEVELOPMENT	FOR NEW DEVELOPMENT AND REDEVELOPMENT, APPLY BETTER SITE DESIGN AND LOW IMPACT DEVELOPMENT (LID) TECHNIQUES, AND PURSUE COMMITMENTS TO REDUCE STORMWATER RUNOFF VOLUMES AND PEAK FLOWS, TO INCREASE GROUNDWATER RECHARGE, AND TO INCREASE PRESERVATION OF UNDISTURBED AREAS.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Conservation Element – February 18, 2025										
OBJECTIVE 12.1. LAND DEVELOPMENT CODE AMENDMENTS REGULATIONS	By 2010 The City shall <u>maintain</u> amend the Land Development Code <u>regulations for to</u> implement Low Impact Development techniques.							X	Low Impact Development standards have been incorporated into the Land Development Code and the change in text is to maintain these regulations.	
POLICY 12.1.1.	Integrate into the Land Development Code (LDC) the source control concept which places a greater importance on managing smaller, cost-effective landscape features located on each lot rather than through costly pipe and pond stormwater management design.									
POLICY 12.1.2.	Maintain or improve infiltration, frequency and volume of discharges, and groundwater recharge by placing greater emphasis on reducing <u>impervious</u> surfaces, functional grading, open channel sections, and the <u>increased</u> use of bioretention/filtration landscaped areas.							X	Change pervious to impervious. Changed “increase” to “the increased use” for clarity.	
POLICY 12.1.3.	Integrate alternative stormwater management practices such as on-lot micro-storage, functional landscaping, open drainage swales, reduced imperviousness, flatter grades, increased runoff travel time, and depression storage into a multifunctional site design.							X	Hyphenated “micro-storage”	
POLICY 12.1.4.	Reduce the use of centralized b–Best m Management p–Practices (BMPs) such as storm water ponds through the use of Integrated Management Practices (IMPs)							X	Capitalized “Best Management Practices” for reference with acronym	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Conservation Element – February 18, 2025									
	which are distributed in a small portion of a lot or parcel and near the source of impacts.								
POLICY 12.1.5.	Amend <u>Maintain</u> the <u>Low Impact Development Design Manual</u>, <u>Land Development Code</u>, <u>LDC</u> and Construction Details to permit <u>Low Impact Development</u> LID designs that can significantly reduce development costs through smart site design by: • Reducing impervious surfaces (roadways), curb, and gutters; • Decreasing the use of storm drain piping, inlet structures, and • Eliminating or decreasing the size of large stormwater ponds.							X	Amendments have occurred Low Impact Development Design Manual. Remove acronyms

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
DEFINITIONS	COASTAL HIGH HAZARD AREA (CHHA): THAT PORTION OF THE CITY WITHIN THE “THREAT ‘A’ EVACUATION ZONE” (CATEGORY 1 AND 2 STORMS), AS IDENTIFIED IN FIGURE 1.							
	COASTAL PLANNING AREA: CRITERIA FOR DETERMINING THE BOUNDARIES OF THE COASTAL WITHIN THE JURISDICTION OF THE CITY OF ORMOND BEACH ARE LISTED IN CHAPTER 9J-5, FLORIDA ADMINISTRATIVE CODE (F.A.C.) RULE 9J-5 STATES THAT THE COASTAL AREA MAY BE AN AREA OF THE LOCAL GOVERNMENT’S CHOOSING; HOWEVER, THIS AREA MUST ENCOMPASS WATER AND SUBMERGED LANDS OF OCEANIC WATER BODIES OR ESTUARINE WATER BODIES; SHORELINES ADJACENT TO OCEANIC WATERS OR ESTUARIES; COASTAL BARRIERS; LIVING MARINE RESOURCES;	Section 163.3164 (1)						
		Section 163.3177(6)(g)(10)					X	
		Section 163.3178						
								Definitions to be moved to Plan Administration which will include a definition section. Definitions to be updated based on the Vulnerability Assessment study, boundary maps, and Florida Statutes.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
	MARINE WETLANDS; WATER-DEPENDENT FACILITIES OR WATER- RELATED FACILITIES ON OCEANIC OR ESTUARINE WATERS; OR PUBLIC ACCESS FACILITIES TO OCEANIC BEACHES OR ESTUARINE SHORELINES; AND ALL LANDS ADJACENT TO SUCH OCCURRENCES WHERE DEVELOPMENT ACTIVITIES WOULD IMPACT THE INTEGRITY OR QUALITY OF THE ABOVE. FIGURE 2 DISPLAYS THE COASTAL AREA OF THE CITY. HURRICANE VULNERABILITY ZONE; THAT PORTION OF THE CITY WITHIN THE “THREAT ‘B’ EVACUATION ZONE” (CATEGORY 3 TO 5 STORMS) SURGE, AS IDENTIFIED IN FIGURE 1.							
GOAL 1 LAND USE	GROWTH AND LAND USE SHALL BE MANAGED AND <u>BE CONSISTENT WITH, OR MORE STRINGENT THAN FLOOD-RESISTANT</u>							X Updated consistent with FEMA Criteria for Land Management and Use

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	<u>CONSTRUCTION SET FORTH IN 44 CODE OF FEDERAL REGULATIONS PART 59 AND 60; AND DEVELOPMENT ACTIVITIES SHALL BE RESTRICTED TO CONSERVE, PROTECT, AND RESTORE COASTAL RESOURCES.</u>								
OBJECTIVE 1.1. COMPATIBLE LAND USE	The City shall ensure that adjacent land uses are developed in a manner that minimizes <u>flood damage and environmental conflict</u> and maximizes compatibility, as implemented by Chapters 2 and 3 of the Land Development Code.							X	Updated text.
POLICY 1.1.1.	The City shall continue to utilize the citywide architectural standards for the A1A corridor south of Granada Boulevard to ensure compatibility to <u>with</u> architectural design.							X	Delete “to” and add “with”.
POLICY 1.1.2.	The intrusion or impact of commercial or industrial uses on residential areas shall be avoided and in cases where they are adjoining land uses, then sufficient and aesthetically pleasing screening or buffering and other							X	Added the word “flooding”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	measures shall be provided to mitigate against such impacts, including <u>flooding</u> , noise, glare, and traffic congestion, as implemented by Chapter 3, Article V of the Land Development Code.								
POLICY 1.1.3.	The City shall closely monitor development on the barrier island, <u>in the Coastal Planning Areas</u> , and in the unincorporated area north of the City Limits to ensure that development does not lower level-of-service standards for traffic, potable water and sanitary sewer, public access, and hurricane evacuation below acceptable levels.							X	Added “Coastal Planning Area” which will also serve as the Adaptation Action Area.
POLICY 1.1.4.	Historical, civic, cultural, recreational, economic, and residential land uses in the Central Business District area shall be developed in compatibility with <u>the Coastal Planning Areas</u> and each other so that visual and functional continuity is achieved.							X	Added “the Coastal Planning Areas” which will also serve as the Adaptation Action Area.
OBJECTIVE 1.2. SHORELINE LAND USE	Proposed shoreline land development shall be evaluated on the basis of <u>based on</u> the type of land use proposed, compatibility to adjacent land uses, and—impact on water quality, coastal resources, public							X	Updated text to include sea-level-rise which could impact erosion and impact shoreline development. Modified grammar.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
	access, public infrastructure, and hurricane evacuation times, and impacts from sea level rise as implemented by Chapters 2 and 3 of the Land Development Code.							
POLICY 1.2.1.	The following general shoreline land use priorities are established as guidelines for the review of applications for zoning, plan amendments, or development orders: a. Water dependent environmentally sensitive uses such as the maintenance and protection of fish and wildlife production through the preservation of marine wetlands; b. Water dependent uses such as water dependent recreation and urban residential uses, with development set back a distance from the river, creek, or dune, to minimize flood hazards, clearance of vegetation and surface water degradation; consistent with other sections of this Element						X	Added additional language for consistency with the Floodplain Management and Protection Section of the Land Development Code.

	and of the Conservation Element; c. <u>The floodplain manager/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction and substantial improvements shall be designed and constructed with methods, practices and materials that minimize flood damage and that are in accordance with the city Floodplain Management and Protection Section of the code; and consistent with other Sections of the code.</u> e.d. Of lowest priority are those uses which are non-water dependent, non-water enhanced, and which would result in an irretrievable commitment of coastal resources. Land uses which require channel modifications, dredging and filling, and point source pollution discharges, should be prohibited.								
POLICY 1.2.2.	Atlantic Ocean Shoreline Land Use: The shoreline along the Atlantic Ocean, south of Granada							X	Changed to reference the correct Future Land Use policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	Boulevard, shall be designated predominantly for water enhanced tourist/commercial land uses, except for those contiguous areas of existing, unique single-family development as defined by Policy 12.2.54, Future Land Use Element.								
POLICY 1.2.3.	The shoreline along the Atlantic Ocean, north of Granada Boulevard, shall remain single-family residential, except for the existing multi-family, hotel/motel, and timeshare resorts.		X						
POLICY 1.2.4.	The City will exercise the full extent of its jurisdictional authority to respect, protect and preserve the private property rights, inclusive of littoral rights, of the owners of those lands lying westerly of the mean high-water line, subject only to those public recreational uses of the sandy area seaward of and adjacent to the mean high tide as have been ancient, reasonable, without interruption, and free from dispute.		X						
POLICY 1.2.5.	Halifax River Shoreline Land Use: The shoreline land uses along the Halifax River shall remain single-family residential except for		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	passive parks that provide public access to the waterway.								
POLICY 1.2.6.	Tomoka River and Tributaries Shoreline Land Use: The shoreline land uses of the Tomoka River and its tributaries shall be single-family residential or multi-family residential when part of a PRD <u>Planned Residential Development</u> submittal that provides for maximum protection of tributaries.							X	Spell out acronym
POLICY 1.2.7.	The City shall continue to make efforts to acquire by fee-simple interest or less than fee-simple interest, wetlands associated with the Tomoka River and its tributaries.		X						
POLICY 1.2.8.	Land development on the Tomoka River shall protect the natural wetland vegetation and associated upland buffers consistent with the Conservation Element and Chapter 3, Article II of the Land Development Code.		X						
OBJECTIVE 1.3. REDEVELOPMENT	The City shall encourage redevelopment that results in more <u>resilient</u>, compact, and efficient development patterns and shall discourage							X	Added the word “resilient” for more flexibility in development/redevelopment.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
	redevelopment of stable neighborhoods.								
POLICY 1.3.1.	Redevelopment shall be compatible with adjacent historic and archaeological resources.		X						
POLICY 1.3.2.	When redevelopment is proposed, a number of concerns shall be addressed by the applicant regarding phasing, parking, <u>drainage stormwater management</u> , landscaping, and landscape maintenance, improvement and maintenance of common recreational areas, <u>and</u> effects on the traffic circulation network, including hurricane evacuation times impacts on natural resources. Phased improvements including <u>drainage stormwater maintenance</u> , parking, landscaping, and Homeowners’ Association facilities (if appropriate) shall be correlated with the issuance of building permits, lot sales, and Certificates of Occupancy.							X	Changed “drainage” to “stormwater maintenance”. Modified grammar.
POLICY 1.3.3.	Consideration shall be given to public access to the beach or waterways so a redevelopment proposal to convert single-family to a high density project will			X					Delete language since it is not the intent to increase density along beach/waterways which would exacerbate flooding and prolong evacuation times.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	require access easements to be granted.								
POLICY 1.3.4. <u>POLICY 1.3.3.</u>	Redevelopment within the Downtown shall be consistent with and further the Downtown Community Redevelopment Agency Master Plan Update prepared by Glatting Jackson <u>GAI Consultants</u> , adopted September 19, 2007 . <u>October 1, 2019.</u>							X	Text revised to updated Downtown Community Redevelopment Agency Master Plan. Renumber policy.
OBJECTIVE 1.4. ECONOMIC STABILITY	The City shall structure an economic base capable of providing maximum employment opportunities and income to the City’s residents.		X						
POLICY 1.4.1.	A business climate shall be maintained, which provides opportunities for the growth and expansion of new and existing businesses to provide quality employment for the City’s residents without degrading the environment, quality of life, or ability of the City to provide public services and facilities.		X						
POLICY 1.4.2.	The City shall continually recognize problems of the economic growth areas and act as a conduit between public and private resources to provide incentives and							X	Delete “s”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	supports that generate new private investments.								
OBJECTIVE 1.5. LAND DEVELOPMENT REGULATIONS	The City shall continue to administer and review land use regulations that provide for the location, extent and distribution of land uses consistent with the protection of coastal resources and the preservation of fiscal stability. The land development regulations shall ensure that the provision of roads, potable water, sanitary sewer, drainage <u>stormwater management</u> , parks and recreation, and solid waste facilities and services, or any other facilities required to maintain the adopted Level-of-Service standards, shall be consistent and planned with the level of development proposed in the Future Land Use Element.							X	Changed the word “drainage” to “stormwater management” since stormwater management is considered in fiscal stability and public level-of-service standards required to support those land uses as a result of extreme weather and sea level rise. Modified grammar.
POLICY 1.5.1	The fiscal impact of new growth and development shall be minimized by the use of various fiscal management and assessment techniques, including level-of-service standards, special assessment districts, development exactions, and impact fees, cost-benefit analysis, feasibility,	163.3178							X Revised text for consistency with Florida Statutes.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	<u>determination of applicability to City policies, and short-term versus long-term benefits in order to attempt to get new growth and development to pay for itself. prioritize infrastructure project expenditures of public services.</u>								
POLICY 1.5.2.	Land uses which have significant adverse impact on coastal resources to the point where they would cease to be viable as a result of the proposed land use shall be appropriately regulated through the appropriate local, state and federal agencies.							X	Modified for clarification.
POLICY 1.5.3.	A variety of tools and techniques will be maintained in the Land Development Code in order to effectively manage growth. The City shall maintain within the Land Development Code procedures and standards for public protection and acquisition of land, public improvements, environmental controls, <u>floodplain management</u> , zoning techniques, subdivision techniques, tax and fee systems, and controls on the land.							X	Added floodplain management as an additional tool to manage growth.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.5.4.	Designated natural resource areas, significant environmental or ecological features, critical wildlife habitat, environmental system corridors or conservation areas shall be protected through a variety of mechanisms including buffer zones, restoration, limiting density and intensity, conservation easements, acquisition, density transfers, transfer of development rights (TDRs), purchase of development rights, or land exchanges.							X	There are no density transfers or transfer of development rights.
POLICY 1.5.5.	The priority for new development shall be in areas of urban infill in order to contain sprawl, use existing developable lands, maximize the provision of urban services and facilities, and protect remaining coastal habitat and marine resources.		X						
POLICY 1.5.6.	The City shall continue to designate a proportion of its public water capacity to the unincorporated North Peninsula area consistent with the interlocal agreement with the County.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.5.7.	The specific and cumulative impacts of development or redevelopment upon <u>flooding</u> , water quantity, wildlife habitat, and living marine resources shall be limited in accordance with the policies set forth by the Future Land Use Element, Conservation Element, Utilities Element, and the Coastal Management Element.							X	Added the word “flooding”
POLICY 1.5.8.	The City shall continue to direct growth away from the CHHA <u>Coastal High Hazard Area</u> by utilizing land use controls, acquisition techniques, and other methods as deemed appropriate.							X	Spell out CHHA to Coastal High Hazard Area

Goals, Objectives, Policies		Recommended Action							
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
OBJECTIVE 1.6. PERFORMANCE STANDARDS FOR DEVELOPMENT	New development activity shall abide by standards established for determining appropriate densities, intensities, buffer zones, resource protection and location for development proposed in and adjacent to aquatic and natural preserves, wildlife refuges, and environmental system corridors, natural wetland systems, floodplains, <u>shorelines</u> , and critical habitat areas, in order to protect the natural character, scenic values and public benefit of these areas.							X	Added the word “shorelines,”.
POLICY 1.6.1.	The City shall continue to evaluate zoning to identify, review, and prepare recommendations for, lands zoned for development which are inconsistent or incompatible with the protection or conservation of coastal resources, <u>or may exacerbate flooding.</u>							X	Added verbiage to include flooding.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 1.6.2.	The City shall continue to utilize innovative and alternative zoning districts or techniques to protect coastal resources. Such techniques could include overlay districts, floating zones, bonus ordinances, performance standards, quality development programs, Transferable Development Rights , or other incentive-based methods.							X	Delete Transferable Development Rights.
POLICY 1.6.3.	The City’s Stormwater Master Plan shall contain a database and information system on land use, <u>other studies or evaluation tools</u> , and acreage by watershed within the City limits. This should be coordinated with the County and other adjacent coastal municipalities to annually update this data.							X	Added text referencing other studies and evaluation tools.
POLICY 1.6.4.	The City shall annually prepare a monitoring and status report, <u>by June 1, 2027</u> , for distribution to the public and elected officials <u>the City Commission</u> . The Report shall contain the results of changes that have occurred in land use, <u>other studies or evaluation tools</u> , and development within each watershed.							X	Added text referencing other studies and evaluation tools. Added a date of June 1, 2027 to provide an evaluation of the stormwater master plan adopted in 2022.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 1.6.5.	The City shall cooperate and coordinate with adjacent local governments, State agencies, and special districts in developing consistent standards, criteria, and land development regulations for protection of coastal resources. <u>This may include the evaluation of data and findings regarding sea level rise, erosion, and updated planning guidelines or best management practices for flooding.</u>	163.3177						X	Added text consistent with Florida Statutes
POLICY 1.6.6.	The first priority for providing new slips is for the expansion of existing marinas, then to new areas for marinas meeting specific siting criteria.		X						
POLICY 1.6.7.	The City shall maintain as part of the Land Development Code and apply standards for marina siting or expansion to include the following criteria with priority given to expansion of existing marinas.							X	Delete criteria reference that does not exist.

Goals, Objectives, Policies		Recommended Action							
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 1.6.8.	Docking facilities shall only be approved which require a minimal or no dredging and/or filling to provide access by canal, channel, or road. This restriction shall also apply to widening and/or deepening any existing canal or channel, but not to regular maintenance dredging and filling to meet depth standards of existing canals or channels. Preference shall be given to marina sites with natural channels. In the event that dredging is required, the mooring areas and the navigation access channels shall not be dredged to depths greater than those necessary to prevent prop dredging. Any required dredging shall utilize appropriate construction techniques and materials to comply with State water quality standards (e.g., turbidity screens, hydraulic dredges, properly sized and isolated spoil deposition area to control spoil dewatering).		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.6.9.	In reviewing applications for new or expanded docking facilities, ways to improve, mitigate, or restore adverse environmental impacts caused by previous activities shall be explored. This may include <u>green stormwater infrastructure (GSI) or low impact development (LID)</u> , shallowing dredged areas, restoring wetland or submerged vegetation, or marking navigational channels. Such mitigation or restoration may be required as a condition of approval for new, renewed, or expanded facilities.	163.3177						X	Added text consistent with Florida Statutes
OBJECTIVE 1.7 FLOOD RISK	The City shall eliminate inappropriate and unsafe development and mitigate the flood risk to existing and future development in the coastal areas that are of high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff and sea level rise when opportunities arise.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 1.7.1	The City shall continue to include development and redevelopment principles, strategies and engineering solutions that reduce the flood risk which results from high tide events, storm surge, flash floods, stormwater runoff and the related impacts of sea level rise. <u>The utilization of innovative analysis techniques such as vulnerability assessments, tidal flood and storm surge inundation information, and other related studies shall be used to help identify: Adaptation Action Areas; public facilities and infrastructure at risk from sea level rise and related impacts; and areas where increased building standards and setbacks should be implemented to protect structures for the duration of their expected life.</u>	163.3178(2)(f)						X Added language consistent with 163.3178(2)(f), F.S., Peril of Flood for compliance.
POLICY 1.7.2.	The City shall continue to evaluate <u>data and utilize innovative best practices findings</u> to reduce the flood risk in coastal areas which results from high tide events, storm surge, flash floods, stormwater runoff, and the related impacts of <u>sea level</u> rise including but not limited to the use of best available data <u>and analysis</u> from historical floods, and studies or modeling to							X Updated verbiage to reflect what the City does.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	<u>update planning and evaluation tools.</u> If a buildable lot within the floodplain is proposed to be developed, the City will encourage improvements in the least hazardous flood zone on the property requiring cumulative substantial improvement.								
POLICY 1.7.3.	The City shall continue to identify site development techniques and best management practices, <u>including Green Stormwater Infrastructure (GSI) or Low Impact Development (LID)</u> that may reduce losses due to flooding and claims made under flood insurance policies issued in the state.						X	Updated to include other Best Practices options.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 1.7.4.	The City shall continue to require development and redevelopment to be consistent with or more stringent than the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. Code of Federal Regulations, Part 60, as amended. The Land Development Code should: implement building standards that address future conditions; and limit (re)development to minor and non-habitable structures seaward of the state Coastal Construction Control Line as defined by and consistent with applicable state statutes.							X	Added verbiage consistent with FEMA regulations.
POLICY 1.7.5.	The City shall continue to require that any construction activities seaward of the eCoastal eConstruction eControl Lines established, pursuant to Section 161.053, be consistent with chapter 161, as amended.							X	Capital Coastal Construction Control Line
POLICY 1.7.6.	The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations; maintain an inventory of repetitive loss areas; and utilize the Land Development Code and Stormwater Master Plan to address mitigation strategies.							X	Modified in compliance with FEMA National Flood Insurance, Community Rating System program requirements.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 1.7.7.	The City shall continue to participate in the Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA) to achieve flood insurance premium discounts for residents <u>through education and increased awareness about all types of flood risks and mitigation strategies through the National Flood Insurance Program.</u>							X	Modified in compliance with FEMA National Flood Insurance, Community Rating System program requirements.
POLICY 1.7.8.	To mitigate the impacts of <u>flooding in</u> development and redevelopment, the City shall consider, when an opportunity arises, cooperating with strategic partners to obtain funding to purchase, for recreational and open space use, “repetitive loss properties” most vulnerable to storm surge and repetitive flooding.							X	Added text for clarification.
POLICY 1.7.9.	The City may consider the acquisition of severe repetitive loss properties to be used for public open space as property owner interest and procurement opportunities arise, such as through the use of grants.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
GOAL 2. NATURAL RESOURCES AND LIVING MARINE RESOURCES	THE CITY SHALL CONSERVE, PROTECT, AND RESTORE NATURAL SYSTEMS. DEVELOPMENT ACTIVITIES SHALL PROTECT AND PRESERVE, WHERE PRACTICAL AND DESIRABLE THE ECOLOGICAL, AESTHETIC, AND ECONOMIC VALUE OF NATURAL RESOURCES.		X						
OBJECTIVE 2.1. TOMOKA RIVER AND ITS TRIBUTARIES	The Tomoka River, its tributaries, and associated natural systems shall be protected to maintain and enhance the aesthetic, recreational, and natural values of the river corridor system.		X						
POLICY 2.1.1.	The Tomoka River and its tributaries are designated to be a Manatee Sanctuary to ensure that the endangered <u>threatened</u> manatee is protected from any adverse impacts from recreation uses and adjacent land uses.							X	West Indian manatee was reclassified from endangered to threatened under the Endangered Species Act in 2017
POLICY 2.1.2.	The City shall continue to assist in the implementation of the Tomoka River Aquatic Preserve Management Plan.		X						

POLICY 2.1.3.	In the interest of protecting the manatees and the shoreline against erosion and protecting the public health, safety, and welfare, the City shall maintain the following restrictions on motor boats and personal watercraft for the Tomoka River and its tributaries: a. No motor speed zone year-round in Thompson's Creek, and the Little Tomoka River (west of Tymber Creek Road). b. Idle speed zone year-round in: 1. Strickland Creek; and 2. Dodson Creek; and all mosquito-control ditches intersecting the Tomoka River; 3. Tomoka River (a) from I-95 south; and (b) from US 1 to the north boundary of Tomoka Estates; c. Slow speed zone year-round in the Tomoka River from the north boundary of Tomoka Estates to the southern boundary of Tomoka State Park; d. Caution zone year-round in the Tomoka River from US 1 to I-95 provided that: 1. The maximum speed around the large island located approximately half-way between I-95		X						
---------------	---	--	---	--	--	--	--	--	--

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	and US 1 is limited to 25 mph, with one-way boat traffic around the island; and 2. The maximum speed in the remainder of the aforescribed caution speed zone is limited to 30 mph.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 2.1.4.	Mosquito control practices that require habitat modification or manipulation shall be avoided unless there is no reasonable alternative and failure to conduct such practices would result in a threat to public health. The following criteria shall apply in the implementation of this Policy: a. To the maximum extent possible, existing privately owned mosquito control impoundments shall be managed for both pest control and fisheries habitat. b. Impounding as a management practice should be a technique of last resort and only initiated after a thorough and exhaustive search has been made of alternative courses of action. c. This does not preclude habitat modification which may be necessary for the reintroduction of existing impoundments into the estuarine system.		X					

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 2.1.5.	The City shall not allow rotary ditching of spoil islands unless it is demonstrated to not adversely affect the water quality of the surrounding surface waters.		X						
POLICY 2.1.6.	The City shall continue to encourage the State to acquire the property known as the Rivers Site and incorporate it into the Tomoka State Park.			X					The property was purchased so the policy is being deleted.
POLICY 2.1.7.	The City shall continue to prohibit personal watercraft in the Tomoka River and its tributaries in coordination with Volusia County and the Department of Environmental Protection.			X					There was an Ordinance that removed the prohibition of personal watercraft consistent with state law and the policy needs to be deleted.
POLICY 2.1.8. <u>POLICY 2.1.6.</u>	The City shall continue a program that establishes baseline water quality data and monitors water quality changes over time for the surface waters of the City as part of permit approvals.							X	Re-numbered
POLICY 2.1.9 <u>POLICY 2.1.7.</u>	The City shall promote and encourage low-impact recreational usage of the Tomoka River, such as canoeing, small outboard motor boats, fishing and nature observation that is compatible with the Manatee Sanctuary objectives.							X	Re-numbered

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 2.1.10. <u>POLICY 2.1.8.</u>	The City, in cooperation with the Florida Department of Environmental Protection, Volusia County and the Tomoka State Park, shall monitor boating and personal watercraft usage and prepare a study regarding public usage and capacity for the waterways, effectiveness of existing boat and personal watercraft regulations. The study shall recommend options for controlling public use of the waterways including, in cooperation with Volusia County and the Sheriff's office, the feasibility of local regulation of boat traffic as provided for in Florida Statutes. provide recommendations for safety improvements as needed.							X The City partners with state agencies and Volusia County for boating and personal watercraft usage. The City can provide recommendations, but is not a primary regulator of boating operations. Re-numbered
OBJECTIVE 2.2. FISH AND WILDLIFE	The City shall protect and preserve the City's fish and wildlife habitat areas from development practices which may jeopardize their ecological and economic value and shall maintain and restore habitat areas under public ownership.		X					
POLICY 2.2.1.	The entire area within the City limits shall continue to be designated a bird sanctuary.		X					

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 2.2.2.	No dredging or filling shall be performed within designated estuarine waters, except for those occasions when there is an overriding public interest or for private access recreational facilities.		X					
POLICY 2.2.3.	Activities within the estuaries that will adversely impact seagrass beds and other valuable submerged aquatic vegetation shall be prohibited, unless an overriding public interest can be shown and adequate mitigation and monitoring measures are included.		X					
POLICY 2.2.4.	The City shall continue to administer and effectively enforce Chapter 23, Article II of the Land Development Code, to protect the threatened and endangered sea turtles from the emission of light from areas on or adjacent to the beach. Additionally, the City shall consider financially supporting volunteer organizations that help relocate sea turtles to safe nesting areas.						X	Corrected to Chapter 3 of the Land Development Code which is the correct code reference.
POLICY 2.2.5.	The disturbance of sea turtle nesting areas shall be prohibited.		X					

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 2.2.6.	The City shall <u>continue to</u> encourage the County to restrict mechanical beach cleaning activities during the nesting period for sea turtles.							X	Modified for clarification.
POLICY 2.2.7.	Manatees shall be protected through the regulation of boat speeds and the prohibition of marinas in the designated Tomoka River Manatee Sanctuary.		X						
POLICY 2.2.8.	The City shall, in cooperation with various governmental agencies, <u>maintain the adopt a Wildlife Corridor Management Plan along the Tomoka River, similar to but not less than the six hundred (600') foot St. John's River Water Management District (SJRWMD) the Tomoka River Riparian Habitat Protection Zone, along the Tomoka River to maintain and enhance the riparian wildlife diversity. In the interim, the City shall continue to preserve contiguous wetland systems and review development proposals with the intent of maintaining the diversity of riparian wildlife.</u>							X	The Riparian Habitat Protection Zone is permitted through state agencies such as St. John's River Water Management District and needs to comply with those standards.

Goals, Objectives, Policies		Recommended Action							
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 2.2.9.	The City shall <u>continue to</u> support a manatee public awareness program (in consultation with <u>the Florida Department of Environmental Protection</u> FDEP and Volusia County) which will include the posting of signs to advise boat users that manatees are an endangered species which frequent the waters of the region’s estuaries and lagoons and the provision of manatee literature at conspicuous locations.							X	Spelled out Florida Department of Environmental Protection

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 2.2.10.	In order to maintain good water quality in stormwater management detention ponds and maximize the provision of fish and wildlife habitat, stormwater management systems with permanent wet detention ponds shall be designed, operated and maintained so as to resemble a natural pond to the greatest extent practicable. A natural pond design should include: a littoral zone comprised of native emergent and submerged aquatic macrophytic vegetation; a deep, open-water limnetic zone, free of rooted emergent and submerged vegetation; and, where feasible, an upland buffer of native trees, shrubs and understory vegetation.		X						
GOAL 3. BEACH AND DUNES	THE CITY SHALL PROTECT, ENHANCE, AND RESTORE THE FUNCTIONING OF THE BEACH AND DUNE SYSTEMS AND REGULATE DEVELOPMENT ACTIVITIES THAT WOULD DAMAGE OR DESTROY SUCH SYSTEMS.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
OBJECTIVE 3.1. BEACH AND DUNE ASSESSMENT REPORT	The City shall require multi-family, tourist/commercial, and subdivision shoreline development and redevelopment proposals along the Atlantic Ocean to submit a Beach and Dune Assessment Report, which is to include a form with a checklist of items to be submitted. The following policies shall apply in implementation of the objective that a beach and dune assessment report be prepared.		X					
POLICY 3.1.1.	The Land Development Code shall require that a Beach and Dune Assessment Report be prepared for multi-family, tourist/commercial, and shoreline development and redevelopment proposals along the Atlantic Ocean.		X					
OBJECTIVE 3.2. DUNE SYSTEM PRESERVATION AND PROTECTION STANDARDS	The City will regulate new development and redevelopment and monitor existing development to preserve and protect the dune system, as implemented in the Land Development Code.		X					

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.2.1.	The City shall regulate new construction activities seaward of the Coastal Construction Control Line consistent with the policies of the Department of Environmental Protection <u>and Chapter 161, Florida Statutes, as amended.</u>							X	Added additional Florida Statute reference.
POLICY 3.2.2.	The City shall coordinate with the Florida Department of Environmental Protection to ensure the preservation and maintenance of beach/dune vegetation.		X						

POLICY 3.2.3.	Because beach/dune vegetation will provide for varying degrees of continued growth of the dunes which form a buffer area and give protection from storm damage to coastal structures and property, the following general standards for development shall be established in cooperation with DEP <u>the Department of Environmental Protection</u>: a. To protect the crest and face of the dune system, which is the area closest to the wind and wave action of the active beach where grasses such as sea oats, vines, and other low-lying plants are dominant, the area seaward of the bulkhead line will be preserved such that no development or construction activities shall be allowed except in the overriding public interest and then only when such alteration is mitigated by the creation of dunes at a 4 to 1 compensatory dune mitigation ratio <u>state permit conditions</u>. b. When vegetation seaward of the bulkhead line is sparse or has been damaged by pedestrian or other activities, revegetation shall be undertaken.							X	Spell out Department of Environmental Protection. Referenced state permit for mitigation ratios.
---------------	---	--	--	--	--	--	--	---	---

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	c. 20% of the natural dune vegetation remaining on the site shall be preserved.								
POLICY 3.2.4.	The City shall require, to the maximum extent possible, the use and preservation of existing natural vegetation.		X						
POLICY 3.2.5.	Property owners shall be required to seek advice from the Department of Environmental Protection before the cutting, pruning, or removal of beach/dune vegetation.		X						
POLICY 3.2.6.	<u>The use of hard engineering structures shall be discouraged.</u> Alternatives to seawalls shall be encouraged with priority given to soft engineering techniques, such as <u>living shorelines</u> , sand nourishment, the development of new sand dunes, or the enhancement of existing or historical dunes. Any beach stabilization measures shall be required to provide for dune preservation enhancements, creation, or restoration.							X	Modified text since seawalls do not dissipate wave energy and can accelerate scouring and erosion on adjacent properties without seawalls.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 3.2.7.	Excavation and clearing of properties abutting the beach or containing significant dune systems shall provide for the sensitive reuse of the vegetation and sand by transplantation and relocation in order to reestablish the dunes. Significant dune systems located seaward of the Coastal Construction Control Line that are excavated or disturbed for development and construction shall be mitigated by the creation of dunes at a dune compensatory mitigation ratio of 2 to 1 per the state agency permit conditions. Dune creation shall occur on-site or as close to the site as possible.							X	Dune permitting would require a state agency permit that would establish the mitigation ratio.
POLICY 3.2.8.	Exotic trees and plants not indigenous to the beach and dune environment shall be prohibited. Exotic plant species removed shall be removed per Chapter 3, Article II of the Land Development Code. be in conjunction with Policy 2.3.4. Removed plants shall be replanted with native species as deemed appropriate by the City's Landscape Architect.							X	Revised to reference Chapter 3, Article II of the Land Development Code.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 3.2.9.	Reconstruction or replacement of existing hard erosion control structures along the oceanfront which are more than seventy-five (75%) percent destroyed shall meet the criteria contained under Objective 3.4. of this element, except for maintenance and care of structures which are needed to protect evacuation routes and public facilities and utilities. Any such reconstruction or replacement shall be done in conjunction with State Statutes.							X	Clarification of element.

POLICY 3.2.10.	Structural development along beaches fronting the Atlantic Ocean shall enhance and not further degrade the coastal beach and dune system. The following criteria shall apply in the implementation of this Policy: a. Shoreline buffer zones shall be established to protect and preserve the coastal beach and dune systems fronting the Atlantic Ocean. b. Structures shall be prohibited within the established buffer areas except where an overriding public interest is apparent for public park and recreation facilities, or for structures that are necessary for reasonable access and are elevated above the dune vegetation. c. Buffer areas shall be measured at least thirty (30') feet landward from the bulkhead line or measured in accordance with the criteria of the Land Development Code which states that no structures are allowed to extend beyond a line projected between the average of the existing buildings rear setback within 800' to the north and south of the site.		X						
----------------	--	--	---	--	--	--	--	--	--

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.2.11.	The City shall utilize outside technical assistance and expertise available in the coastal geology/engineering field within the <u>Florida Department of Environmental Protection</u> FDEP, school system, or other local governments to aid in the review of development proposals along the Atlantic Coastline that may potentially harm the beach and dune system.							X	Spelled out acronym
POLICY 3.2.12.	Sand fences should be allowed, provided they are designed and constructed to maximize dune rebuilding and minimize disturbance to sea turtle nesting areas.		X						
OBJECTIVE 3.3. BEACH/DUNE WALKWAY STANDARDS	Beach and dune walkways shall be designed to protect coastal vegetation and dune areas and constructed to maintain or enhance pedestrian access to the beach as implemented in the Land Development Code.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 3.3.1.	Walkways and walkovers are required at all public access points and adjacent to all new multi-family dwelling structures, timeshare resorts, hotel/motel complexes, and other commercial establishments.		X						
POLICY 3.3.2.	The City shall ensure <u>encourage</u> that all applicable permits from other regulatory agencies such as the Department of Environmental Protection have been received before issuance of a building permit for the walkway or walkover.							X	The City cannot withhold City permits based on outside agency permitting.
POLICY 3.3.3.	Walkways and walkovers shall be constructed in a manner that minimizes short-term disturbances to the dune system and existing vegetation.		X						
POLICY 3.3.4.	Replacement of any vegetation destroyed during construction of the walkway or walkover with similar plants suitable for beach/dune stabilization is required.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 3.3.5.	Walkways or walkovers constructed across vegetated dunes or across heavily vegetated beach berms shall be pile-supported and elevated above the vegetation and dune system.		X						
POLICY 3.3.6.	Stairs from existing seawalls except for single-family homes shall be amortized and replaced with a walkway or walkover by the year 2040 2045, and it shall be built at least thirty (30”) inches above the dunes in order to allow for the restoration of the associated dune system.							X	Updated to 2045.
<u>OBJECTIVE 3.4. SEAWALLS, AND REVETMENTS, AND SHORELINE STABILIZATION FEATURES</u>	<u>Permits for the construction of seawalls, and revetments, and shoreline stabilization features shall be reviewed and approved consistent with the following Policies in order to protect, to the maximum extent possible, the natural functioning values of the beach and dune system and to allow the beach and dunes system to erode and recover without the need for shoreline control structures.</u>							X	Added text since seawalls do not dissipate wave energy and can accelerate scouring and erosion on adjacent properties without seawalls.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 3.4.1.	Single-family lots with less than 200 linear feet of ocean frontage if abutted by existing seawalls on both sides, shall be allowed to continue the seawall or revetment to fill in the gap, as implemented by the Land Development Code. <u>Green shoreline stabilization features that include nature-based solutions such as living shorelines, constructed oyster reefs (COR), or wave attenuation devices (WAD) shall be encouraged.</u>							X	Other types of armoring were added.
POLICY 3.4.2.	Proposed armoring which does not abut existing armoring, or for multi-family or commercial projects, shall be designed <u>discouraged</u> so as to not significantly interfere with normal beach processes, or adversely impact critical wildlife habitat.							X	Changed language to “discouraged”.

Goals, Objectives, Policies		Recommended Action							
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 3.4.3.	All new or reconstructed armoring projects shall <u>first consider nature-based solutions and green shoreline stabilization features such as living shorelines, constructed oyster reefs, or wave attenuation devices</u> , and upon completion, be covered by an artificial dune with appropriate planting of dune vegetation. The property owners are responsible for proper long-term maintenance of these structures and dunes.							X	Added newer, innovative armoring instead of seawalls.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 3.4.4.	Seawalls and revetments shall be allowed only if conditioned upon dune creation and restoration and the preparation of long-term management plans. In addition to such armoring, added protection shall be provided in the form of a fore dune, at least one-half the height of the armoring, but not less than six (6') feet, and with a forward slope no greater than fifteen (15°) degrees. The top of this dune shall be vegetated with native dune vegetation. The forward edge would be more effective with a sand trap, for example, sand trapping lattice fence <u>or newer innovative nature-based solutions</u> . The line shall be marked at intervals of not less than fifty (50') feet with the notice, "DUNE RECOVERY AREA – NO TRESPASSING." If access across the recovery area is needed, an appropriate elevated walkover ought to be provided. The walkover shall be adequately maintained, or the access point closed.						X	Added text including newer, innovative armoring instead of seawalls.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 3.4.5.	Native dune vegetation atop the protected area shall extend not less than thirty (30') feet inland, unless otherwise provided by existing construction permits. New development shall direct surface and building runoff from rainwater to a vegetated swale area to the maximum extent practical.		X					
POLICY 3.4.6.	Gaps Less than 200 Feet in Width - Gaps in seawalls and revetments which are less than 200 feet in width may be filled by a seawall or revetment. The type chosen shall be generally of the style and type of the adjacent ones, and shall be of reinforced concrete of thickness to withstand 30-year direct wave impact, and should extend at least four (4') feet below and fourteen (14') feet above the zero-vertical datum. The back area of the structure shall be filled with sand.						X	No changes to text. Formatting is proposed to be bolded instead of underlined to avoid errors when formatting strikethrough and underline

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 3.4.7.	Gaps Over 200 Feet but Less Than 1,000 Feet – On a showing of need for protection of life and property, gaps over 200 but less than 1,000 feet may be protected by armoring. The protection shall be designed to prevent high-velocity back-wash, to withstand 30-year direct wave impact and should extend at least four (4’) feet below and fourteen (14’) feet above the zero-vertical datum. Ends should be generally of the style and type of the protection being joined. The back area of the armoring shall be sand filled. Armoring which has internal gaps, such as boulders, should have a long-life sand retainer. The armoring of such systems should be inspected at not less than five-year intervals. Deterioration of the sand retainer should be cause for rebuilding of the armoring system. Where gap-filling is not requested, or allowed, a fore-dune may be constructed.						X	No changes to text. Formatting is proposed to be bolded instead of underlined to avoid errors when formatting strikethrough and underline

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 3.4.8.	Gaps Greater than 1,000 Feet in Extent – Except on a showing of extreme hazard to life and property, gaps greater than 1,000 feet between existing beach armoring should be protected solely by “soft protection.” This may be the natural beach process, or it may be an enhancement of this process, for example, by the establishment of a fore-dune and vegetated recovery area as described above. Reduction of dune height and/or destruction of native dune vegetation in such gaps shall be forbidden, except that structures allowed by existing permits may be constructed. If gaps of this size are filled due to a determination of hazard, they should conform to the requirements for gaps of 200-1,000 feet.							X	No changes to text. Formatting is proposed to be bolded instead of underlined to avoid errors when formatting strikethrough and underline
GOAL 4. WATER QUALITY OF ESTUARIES AND OCEAN	THE CITY SHALL PROTECT, ENHANCE, AND IMPROVE THE WATER QUALITY OF THE ESTUARIES AND OCEAN.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
OBJECTIVE 4.1. OCEAN WATER QUALITY	The City shall continuously review development and devise standards and programs to protect ocean water quality.		X						
POLICY 4.1.1.	New development shall not directly discharge stormwater or effluent into the coastal beach area.		X						
POLICY 4.1.2.	Berms and swales shall be required for new development abutting the coastal beaches and dune systems.		X						
POLICY 4.1.3.	All new development on the barrier island shall be required to connect to central water and sewer.		X						
POLICY 4.1.4.	Backwashing of pools into the ocean/beach area shall be prohibited.		X						
POLICY 4.1.5.	The City shall encourage the State and Federal government to prohibit oil drilling offshore of City Limits.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
OBJECTIVE 4.2. ESTUARINE WATER QUALITY	The City shall continuously review development and devise standards and programs to protect, enhance, and improve estuarine water quality so that there is no further degradation of the water quality. <u>Estuarine land uses will be (re)developed to meet the standards and criteria for location, intensity, compatibility and adequate infrastructure established for all (re)development within the City except where the unique attributes and vulnerabilities of the estuarine location require additions or modifications.</u>							X	Updated text since current and future projections show impacts to coast and estuaries.
POLICY 4.2.1.	Direct discharge of untreated stormwater from new development into surface waters shall be prohibited and no new point sources of pollution shall be permitted.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 4.2.2.	In coordination with other governmental entities, the City shall continue efforts to procure funding to develop a strategy to provide central sewer to the unincorporated area of the North Peninsula where there is a proliferation of package treatment plants and septic tanks. This strategy shall include the feasibility of the County establishing a tax assessment district for the installation of municipal sewer lines and extension of trunk lines to the wastewater treatment plant.		X						
POLICY 4.2.3.	The City shall protect and ensure <u>that</u> there is no further degradation of the water quality of the estuarine system.		X						Insert word “that”.
POLICY 4.2.4.	The City shall cooperate with other governmental entities to develop a strategy to provide central water and sewer services to the west portion of the City, including but not limited to: Tomoka Estates, Tomoka View, Tanglewood, Twin Rivers and Riverbend Estates.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 4.2.5.	Septic tanks shall not be permitted within 120 feet of the mean high-water mark or 75 feet of the upland/wetland interface, whichever is greater.		X						
POLICY 4.2.6.	The City shall utilize a monitoring program so that point and non-point pollution sources and facilities which are identified as potential water quality problems are regularly and periodically inspected.		X						
POLICY 4.2.7.	The City shall continue to upgrade its existing sewage treatment plant. As additional sewage treatment plants are constructed and/or the existing plant is expanded, a concerted effort and commitment shall be made to <u>restrict the placement of facilities within areas that present health, safety or environmental risks from natural hazards</u> , utilize the highest level of treatment possible, or alternative methods of effluent disposal such as re-use and land spreading/spray irrigation should be used to reduce nutrient loadings to the rivers and estuaries.							X	Added text for clarification.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 4.2.8.	Best management practices shall be maintained in the Land Development Code that limit the amount of sediment reaching all surface waters. These practices shall be used in agriculture, silviculture, construction, dredge and fill operations, and stormwater management systems. Erosion and sediment control provisions shall be incorporated as part of the development review process.		X					
POLICY 4.2.9.	The construction of future municipal stormwater management systems and the redesign of existing systems shall consider <u>advanced data and analysis through studies and modeling to help evaluate and refine</u> the timing of discharge of fresh water to the estuary, the hydroperiod of the wetlands as well as the potential loadings and shall maximize the use and preservation of existing wetlands, <u>and impacts from flooding and storm surge</u> . Stormwater systems should be designed to gradually release water via sheet flow through natural or constructed wetlands.						X	Updated text.

Goals, Objectives, Policies			Recommended Action							
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification	
Coastal Management Element, February 18, 2025										
POLICY 4.2.10.	No development shall be permitted to degrade the Class III waters of the Tomoka River, a designated Outstanding Florida Waters waterbody.		X							

POLICY 4.2.11.	The City shall require all PRD <u>Planned Residential Development</u>'s and multi-family <u>projects</u> greater than fifty (50) units, commercial and industrial development greater than ten (10) acres, adjacent to the Halifax River, the Tomoka River, and tributaries to properly assess the potential impacts of the project on the surface waters, due to flooding, by preparing an individual surface water monitoring program to assess the predevelopment condition. After the initial baseline data is completed, the monitoring shall continue through <u>the requirements of the approved stormwater management plan.</u> the construction phase. The monitoring program shall be designed to detect any decline in water quality as defined by ambient standards as approved by the City Engineer. Should any decline in water quality be attributable to the development project, suitable actions shall be undertaken to test further the source and to make recommendations for immediate corrective actions. The monitoring program shall continue for the life of the project with reports submitted to the City yearly for the first 5 years after construction and then every 5 years thereafter.							X	Spelled out acronym. Modified to base monitoring of development on the approved stormwater permit.
----------------	--	--	--	--	--	--	--	---	---

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 4.2.12.	All development shall review and report on their stormwater management system and provide an assessment of the impacts of the development with regards to the established ambient chemical and biological conditions of the wetlands and waters within and adjacent to the subject site.		X						
GOAL 5. HURRICANE EVACUATION/COASTAL FLOOD HAZARDS	THE CITY SHALL PLAN AND IMPLEMENT PROGRAMS AND DEVELOPMENT REGULATIONS TO LESSEN THE IMPACT OF A DESTRUCTIVE STORM ON THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING PUBLIC FACILITIES AND NATURAL RESOURCES.		X						
OBJECTIVE 5.1. PUBLIC INFORMATION	The City shall continue to implement an effective public information program to inform the public of hurricane vulnerability zones <u>Hurricane Vulnerability Zones</u> , hurricane evacuation plans, and post-disaster redevelopment programs, as implemented by the City’s Peacetime Emergency Plan.							X	Minor edit to capitalize Hurricane Vulnerability Zone.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.1.1.	Any public relations program explaining to the coastal residents that explains the potential threat from hurricane hazards will be coordinated with the schools, hospitals, Chamber of Commerce, assisted living facilities, day care centers, and local, regional, State, and Federal governments.							X	Minor edit for clarification.
POLICY 5.1.2.	The City shall continually ensure that collateral materials, such as brochures, posters, and hurricane tracking maps are available for distribution to the general public <u>electronically</u> . City departments shall act as distribution sites <u>provide website information or provide a printout if internet is not accessible</u> .							X	Updated text since most information is available on City website or other agency websites electronically.
POLICY 5.1.3.	All condominiums, timeshare resorts, hotels/motels, apartments, subdivisions, and redevelopment projects shall are encouraged to properly notify all residents of potential flood hazards and hurricane evacuation routes.							X	There is no mechanism for enforcement. The intent is worthwhile and should be promoted where possible.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.1.4.	Timeshare resorts, hotels/motels, and condominiums shall <u>are encouraged to</u> display hurricane warning and evacuation information material in a prominent place.							X	There is no mechanism for enforcement. The intent is worthwhile and should be promoted where possible.
POLICY 5.1.5.	The City shall continue to implement a City-prepared Local Peacetime Emergency Management Plan as approved by the City Commission.		X						
POLICY 5.1.6.	An annual update will be prepared by May 1 st , by appropriate staff explaining the Local Peacetime Emergency Plan, analyzing any problems and making specific recommendations for change.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 5.1.7.	The City Fire Department shall maintain an inventory of all sites where hazardous waste may be generated, stored, or transported and which are located on the barrier island and in the hurricane vulnerability zone Hurricane Vulnerability Zone . The City will also coordinate with County, Regional, State, and Federal jurisdictions to ensure that hazardous substances are properly managed and stored to prevent contamination during a coastal storm event.							X	Minor modification capitalizing the title.
POLICY 5.1.8.	The current Local Peacetime Emergency Plan shall be modified as necessary by appropriate staff to comply with the Policies under this Objective, and shall contain step-by-step details for post-disaster recovery operations.		X						
OBJECTIVE 5.2. COASTAL EVACUATION TIMES	The City shall maintain the Coastal Evacuation time, as adopted, based on a level-of-service standard D during time of hurricane in any category storm.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification		
			Keep	Delete	New	Replace	Move		Modify	
Coastal Management Element, February 18, 2025										
POLICY 5.2.1.	A level-of-service standard shall be maintained, <u>based upon the most up-to-date regional evacuate studies to evacuation populations most at risk in the Hurricane Vulnerability Zone.</u> defining 14 hours as the maximum time to evacuate the population at risk within the City's hurricane vulnerability zone and defining 6 hours as the maximum clearance time as implemented in the Land Development Code.							X	Text has been broadened.	
POLICY 5.2.2.	The City will make all efforts possible to ensure that evacuation orders are issued in a timely manner to ensure the safe and orderly evacuation of the population. Orders should be issued at least 14 hours before projected hurricane landfall <u>in coordination with Volusia County or State Emergency Management.</u>								X	Updated text to reflect how evacuation orders are actually handled.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Coastal Management Element, February 18, 2025									
POLICY 5.2.3.	Land development-decisions, as regulated by the Land Development Code, affecting the barrier island and hurricane vulnerability zone <u>Hurricane Vulnerability Zone</u> shall consider the impact to evacuation times. Consequently, no development order shall be issued if the impact of such development reduces the levels-of-service below an acceptable level, unless mitigation is provided.							X	Minor modification capitalizing the title.
POLICY 5.2.4.	All new development located in the Hurricane Vulnerability Zone shall prepare a report indicating the impact of such development on the hurricane evacuation time standards as implemented by the Land Development Code.		X						
POLICY 5.2.5.	In order for an applicant to conduct a transportation analysis and determine the impacts of development on the hazard clearance time, the following needs to be submitted by the applicant for development (as implemented by the Land Development Code).			X					Policy lacks information to be submitted. Submittal information would be determined at site plan application.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
OBJECTIVE 5.3. PUBLIC FACILITIES AND INFRASTRUCTURE	Public facilities and infrastructure shall be constructed and maintained in order to protect the public health, safety, and welfare during coastal storm events.		X						
POLICY 5.3.1.	The City shall support, through Metropolitan Transportation Planning Organization efforts, improvements to existing bridges to facilitate evacuation and to improve public access to the beach.							X	Updated agency title.
POLICY 5.3.2.	Future roadway improvements shall minimize the impact of flooding and storm damage on evacuation route facilities.		X						
POLICY 5.3.3.	In cooperation with other governmental agencies, the City shall ensure evacuation routes are designated in such a way as to distribute traffic demand to provide optimum utilization of available roadway facilities. This will include the redistribution of a portion of the traffic from the Granada Bridge to the Seabreeze Bridge.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.3.4.	Public expenditures shall be prohibited that will encourage new development inside the Coastal High Hazard Area (CHHA), unless the expenditures are consistent with policies specifically identified in the Coastal Management Element or cross-referenced to another appropriate element, and included in the Capital Improvements Element. This prohibition does not include: expenditures associated with redevelopment or development of properties in accordance with previously approved subdivisions or site plans; public access and recreation facilities; or resource restoration projects and facilities.		X						
POLICY 5.3.5.	If constructed, all public facilities in the Hurricane Vulnerability Zone shall be flood proofed to minimize damages from storms and hurricanes.		X						
POLICY 5.3.6.	The City shall continually update and maintain a contingency and management plan in the event of significant damage to the municipal wastewater treatment plant located on Wilmette Avenue.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 5.3.7.	The City shall continually participate in a “hazard identification and vulnerability assessment” study of public infrastructure in the Hurricane Vulnerability Zone and Coastal High Hazard Area (CHHA). Capital improvement programming and land development regulations shall be adopted or revised, as necessary, to establish a continuing program of hurricane mitigation.		X					

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 5.3.8.	If feasible, and where State funds are anticipated to be needed, public infrastructure presently within the Coastal High Hazard Area (CHHA) shall be relocated outside of said area when repairing/replacing the infrastructure. If relocation of the infrastructure is deemed by the City to not be feasible, any reconstruction or repair of the infrastructure necessitating State funds shall be designed as to be consistent with the provisions of the Coastal Management Element. <u>Facilities within the Coastal High Hazard Area that present health, safety or environmental risks from natural hazards shall be restricted.</u>							X	Added text
OBJECTIVE 5.4. SHELTER FOR POPULATION	In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall designate hurricane evacuation shelters to protect the population in the region-wide Hurricane Vulnerability Zone.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.4.1.	In cooperation with the American Red Cross, Volusia County, and other governmental agencies, the City shall maintain hurricane emergency shelter facilities to accommodate at least 23% of the population in the Hurricane Vulnerability Zone, based upon a standard of 40 square feet of shelter space per person.		X						
POLICY 5.4.2.	New hurricane emergency shelter space shall not be located in the Hurricane Vulnerability Zone.		X						
OBJECTIVE 5.5. POST-DISASTER REDEVELOPMENT	The City shall follow the provisions of the County Post-Disaster Relief Plan and the City’s Peacetime Management Plan during post-disaster redevelopment efforts. If necessary, amendments may be made to the Comprehensive Plan based upon updated Post-Disaster Relief Plans as they occur.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 5.5.1.	The Post-Disaster Relief Plan shall include: the identification of land areas that should not be reconstructed; abandonment and/or relocation of buildings, rebuilding of public facilities; and reconstruction with structural modifications.		X						
POLICY 5.5.2.	The Post-Disaster Relief Plan shall also identify structures in the Coastal High Hazard Area (CHHA) that might be of some utility for public access to coastal beaches and waterways, and make recommendations for acquisition when post-disaster opportunities arise. It shall establish guidelines for determining priorities for the acquisition of storm-damaged property in the Hurricane Vulnerability Zone.		X						
POLICY 5.5.3.	The Post-Disaster Relief Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Hurricane Vulnerability Zone.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.5.4.	The Planning Department shall review the feasibility of a build-back policy, to be applied after a disaster. The Planning Department will prepare recommendations for the City Commission by 2010.			X					There has been no policy of creating a build back policy and the Land Development Code regulations would control after a disaster.
POLICY 5.5.5. <u>POLICY 5.5.4.</u>	The City’s Peacetime Emergency Management Plan for post-disaster relief in the form of disaster assessment, the provision of temporary housing, and the provision of individual assistance shall be coordinated with the appropriate governmental agencies and shall be updated as needed.							X	Re-numbered.

POLICY 5.5.6. <u>POLICY 5.5.5.</u>	Following a hurricane event, mitigative actions shall be undertaken to reduce or avoid future property damage through the implementation of programs based upon the following criteria: a. Post-hurricane mitigation should include mechanisms for the relocation of structures significantly damaged as the result of a major storm event. b. Land acquisition programs should include provisions for the timely redirection of funds directed toward the acquisition of beach and estuarine properties which should not be redeveloped. c. The redevelopment and rebuilding of facilities which serve to encourage growth in vulnerable areas should be limited to those instances where it is necessary in order that needed public services are provided to existing development. d. If rebuilt, structures which suffer damage in excess of fifty (50%) of their appraised value shall be rebuilt to meet all current requirements, including those enacted since construction of the structure. e. Structures which suffer repeated damage to pilings,							X	Minor edit. Re-numbered.
--	---	--	--	--	--	--	--	---	-----------------------------

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
	foundations, or load bearing walls shall be required to rebuild landward of their current location or to modify the structure to delete <u>remove</u> the areas most prone to damage.								
POLICY 5.5.7.	Within 24 hours after a hurricane, the City Commission shall meet to hear preliminary damage assessments, appoint a Recovery Task Force, and consider a temporary moratorium on building activities not necessary for the public health, safety, and welfare.			X					Delete. Emergency procedures would be determined by the appropriate city staff.
POLICY 5.5.8.	The Recovery Task Force shall include the City Manager, Planning Director, City Engineer, Chief Building Official, City Attorney, Facilities Maintenance Manager, Police and Fire Chiefs, Public Works Director, Public Utilities Manager, and other members as directed by the City Commission. Staff shall be provided by the departments whose directors sit on the Task Force. The Task Force shall be terminated after implementing its responsibilities under Policies 5.5.9, 5.5.10 and 5.5.11.			X					Delete. Emergency procedures would be determined by the appropriate city staff.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 5.5.9.	The Recovery Task Force shall: review and decide upon emergency building permits; coordinate with State and Federal officials to prepare disaster assistance applications; analyze and recommend to the City Commission hazard mitigation options including reconstruction or relocation of damaged public facilities; design a redevelopment plan; and recommend amendments to the Comprehensive Plan, Local Peacetime Emergency Plan, and other appropriate policies and procedures.			X				Delete. Emergency procedures would be determined by the appropriate city staff.
POLICY 5.5.10.	Immediate repair and cleanup actions needed to protect the public health and safety include repairs to potable water, wastewater, and power facilities; removal of debris; stabilization or removal of structures about to collapse; and minimal repairs to make dwellings habitable. These actions shall receive first priority in permitting decisions. Long term redevelopment activities shall be postponed until the Recovery Task Force has completed its task.			X				Delete. Emergency procedures would be determined by the appropriate city staff.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 5.5.11.	The Recovery Task Force shall propose Comprehensive Plan amendments which reflect the recommendations in any interagency hazard mitigation reports or any other reports.			X					Delete. Emergency procedures would be determined by the appropriate city staff.
GOAL 6. PUBLIC ACCESS TO THE BEACH AND WATERWAYS	THE CITY SHALL MAINTAIN AND IMPROVE PUBLIC ACCESS TO THE SOVEREIGN LANDS OF THE COASTAL MANAGEMENT AREA THROUGH THE PROVISIONS OF COASTAL BEACH ACCESS FACILITIES, FISHING PIERS, BOAT RAMPS AND MARINAS.		X						
OBJECTIVE 6.1. BEACH DRIVING	Beach driving shall continue in a manner that maximizes public safety and minimizes destruction to the beach and dune system.		X						
POLICY 6.1.1.	The City will encourage driving on the beach to be continued south of Granada, but limited to Standish Drive north of Granada, due to high tides and soft sand hazards. During exceptionally high tides, the beach should be closed to driving.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Coastal Management Element, February 18, 2025									
POLICY 6.1.2.	The area of the beach north of Standish Avenue should continue to be a “No Driving Zone” and a designated “Safe Play Zone” for children.		X						
POLICY 6.1.3.	The City will encourage the County to prohibit vehicles from driving or parking on the beach that leak oil, gas, and anti-freeze or any other hazardous materials with specific penalties established and with enforcement by appropriate personnel such as the Beach Rangers <u>Volusia County Beach Safety</u> .							X	Changes Beach Rangers to Volusia County Beach Safety.
POLICY 6.1.4.	The City shall encourage the County to regulate beach driving in such a manner that it minimizes the danger to the nesting areas of least terns, and sea turtles, and other <u>State or Federally protected flora and fauna</u> .							X	Updated to encompass any state or federally protected species.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
OBJECTIVE 6.2. JURISDICTIONAL RESPONSIBILITY FOR THE BEACH	The City shall ensure, to the <u>maximum</u> extent possible, that County management of the coastal beaches and approaches of the City, as well as County regulation of the beaches and public beach access and use, is consistent with the purpose and intent of the City to protect the public health, safety, and welfare and to protect the environment. The City shall further respect the private property rights of oceanfront property owners.							X Insert word “maximum”.

POLICY 6.2.1.	The City shall continue to participate in the activities of the County entity responsible for beach related policies. The City Commission, as a whole, shall entrust its representative(s) to make specific recommendations for amending The Unified Beach Code consistent with the interests of the City. The following criteria shall apply in implementation of this Policy: a. City staff shall annually review the Unified Beach Code with regard to the comprehensive regulation of public health, safety, and welfare on and pertaining to the beach, including, but not limited to, regulation of: individual conduct; pedestrian safety; vehicular access and fees; operation and parking of vehicles on beaches and approaches; and vendors, concessionaires, and special events. b. The City Commission shall annually appoint a representative(s) to the County entity responsible for beach related policies.		X						
---------------	---	--	---	--	--	--	--	--	--

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.2.2.	In coordination with the County, the City shall ensure that the County is expending funds to maintain a uniform level-of-service on the beach responsive to use and demand. If it is determined that level-of-services are diminishing below an acceptable level to the community, then the City shall notify the County.		X						
OBJECTIVE 6.3. BEACH TOLLS	In cooperation with the County, the City shall minimize potential adverse impacts caused by the collection of beach tolls such as increased traffic congestion, reduction of vehicular access points to the beach, and reduction in tourist activity.		X						
POLICY 6.3.1.	Since beach ramp closings during the toll season severely restrict public access to the beach, the City shall ensure that the minimum standards for beach access are maintained by either requesting the County to open more ramps or by encouraging the County to utilize the beach vehicular ramps as parking areas.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.3.2.	The City will continue to encourage the County to adopt a level-of-service standard for beach access of an average one-quarter mile intervals which should be maintained throughout the year.		X						
OBJECTIVE 6.4. OFF-BEACH PARKING	The City shall encourage the County to provide off-beach parking facilities as appropriate to maintain or improve public access to the beach provided, however, that no sections of the beach that are presently available for parking are closed.		X						
POLICY 6.4.1.	Since the County has exclusive authority to regulate public beach access, including parking of vehicles on beaches and approaches as per the County Charter, then the City shall encourage the County to provide for off-beach parking facilities to the maximum extent feasible and to the extent that the County incurs the cost of construction and maintenance of said facilities.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.4.2.	The City shall prohibit the vacation of public right-of-way that provides or could provide public access to the beach or off-beach parking without an equivalent type of access.		X						
OBJECTIVE 6.5. BEACH ACCESS FACILITY MAINTENANCE AND AMENITIES	In the interest of the public health, safety, and welfare, the City shall monitor the services of the County to ensure that beach access facilities are properly maintained.		X						
POLICY 6.5.1.	The County shall be encouraged by the City to provide amenities such as showers and restrooms at the various beach access facilities.		X						
OBJECTIVE 6.6. DOCKS AND MARINAS	Docks and marinas shall be constructed and expanded to protect the natural resources and public health, safety, and welfare as implemented by the Land Development Code.		X						
POLICY 6.6.1.	Marinas shall not be located in the Tomoka River or its tributaries.		X						
POLICY 6.6.2	Marinas shall not be located adjacent to residential neighborhoods unless a 100-foot vegetated buffer is established to screen the business activity.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 6.6.3.	Dock facility standards and marina siting standards shall be maintained in the Land Development Code. Docks, boathouses, and other similar structures proposed for the Halifax River, Tomoka River and its canals and tributaries shall be constructed in accordance with the Land Development Code regulations.		X					
OBJECTIVE 6.7. SCENIC ROUTES AND OVERLOOKS	The City shall establish scenic routes and overlooks to preserve the natural beauty and scenic vistas of the Community.							
POLICY 6.7.1.	The City shall maintain the following scenic route designations: a. US 1 from Thompson’s Creek to Nova Road; b. All of Beach Street; c. All of John Anderson Drive; d. All of Riverside Drive; e. Addison Drive; f. SR A1A (Ocean Shore Blvd. from SR 40) (Granada Blvd.) to the northern city limit; and g. SR 40 (Granada Blvd.) from SR A1A (Ocean Shore/South Atlantic Blvd.) to Beach Street.		X					Insert “Blvd.”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.7.2.	Scenic routes shall be protected by the following criteria: a. The City shall preserve and nurture the existing canopy of native vegetation over the scenic roadways by developing a program of replanting in areas where the cover is nominal or diminishing. b. Any widening of the roadways shall mitigate against the loss of canopy by planting mature trees at least three (3) to five (5) years in advance of the planned construction. c. Lots adjacent to scenic roadways shall be developed in such a manner that maximizes the scenic vistas from the roadway <u>and minimizes flooding.</u> d. Front yard setback requirements shall be established for lots fronting scenic roadways and routes <u>in the Land Development Code.</u>							X	Minor edits for clarification.
POLICY 6.7.3.	The City shall continue to provide scenic overlooks and parking areas along the scenic roadways.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.7.4.	If the City owns the land in the future, a scenic overlook shall be established on US 1 between Thompson’s Creek and the Tomoka River.		X						
POLICY 6.7.5.	Priority for bike paths construction shall be for scenic highways and scenic routes excluding those bike paths necessary for public safety.		X						
POLICY 6.7.6.	The City shall continue to encourage the County to retain a maximum allowable speed limit of 35 miles per hour on the North Beach Street scenic corridor. The City shall continue to, in cooperation with the County, develop procedures for maintaining or reducing the number of vehicular trips including the provision of an alternative roadway to meet traffic circulation demands.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Coastal Management Element, February 18, 2025									
POLICY 6.7.7.	The City shall, through interlocal agreement with adjacent local governments, establish corridor management strategies and recommendations to protect the scenic quality of the identified scenic roadways by limiting or prohibiting commercial or industrial land uses, conducting an inventory of existing land uses and ownership patterns, establishing desired right-of-way widths, establishing standards for additional screening, buffering, and setbacks, controlling access, and including urban design criteria for structures and signage.		X						
POLICY 6.7.8.	Signage shall be maintained that designates Scenic Roadways.		X						
POLICY 6.7.9.	The Land Development Code provisions that implement this objective may include land use controls such as overlay districts or site plan review requirements to maintain the natural appearance and aesthetics of the Scenic Routes.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Coastal Management Element, February 18, 2025								
POLICY 6.7.10.	<u>Encourage the use of adaptation strategies for planning and design of Scenic Roadways, parks and open spaces in areas vulnerable to sea level rise and high tides in a manner that can help serve multiple functions, such as: recreational; enhanced water quality; natural ecosystem restoration; and coastal flooding accommodation.</u>				X			Added new policy referencing adaptation strategies for planning and design.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
Headers	HOUSING ELEMENT GOALS, OBJECTIVES AND POLICES			X					Proposed to delete headers element wide. Title pages have replaced headers.
GOAL 1. HOUSING SUPPLY	<u>ENSURE THE AVAILABILITY, THROUGH THE FUTURE LAND USE MAP AND ZONING REGULATIONS, OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.</u>	163.3177 (f)(1)(a)						X	Modification to add Future Land Use Map and zoning regulations.
OBJECTIVE 1.1. HOUSING SUPPLY	<u>The City shall continue to facilitate assist the private production sector, other public organizations, and housing non-profit agencies to provide a variety of housing types and price ranges for existing and future residents. of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.</u>	163.3177 (f)(1)(a)						X	Clarification that the City assists the private sector, other public organizations, and housing non-profit agencies.
POLICY 1.1.1.	A housing impact analysis shall be performed for all proposed City ordinances affecting development to ensure such provisions do not unnecessarily increase housing cost or inhibit innovative housing layout and design.	163.3177 (f)(3)	X						
POLICY 1.1.2.	Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.		X						
POLICY 1.1.3.	The City shall support Volusia County’s housing programs that conserve or increase the supply of standard housing affordable to low- and moderate-income households.	163.3177 (f)(3)	X						
POLICY 1.1.4.	The City shall support the Ormond Beach Housing Authority’s efforts to provide housing assistance to lower and very-low income residents of the City.	163.3177 (f)(3)	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
POLICY 1.1.5.	The City shall establish an Affordable Housing Task Force every five years from the date of the previous Housing Plan update to review progress on previous Plan implementation and make new affordable housing recommendations if needed.			X					Delete the requirement for an Affordable Housing Task Force.
POLICY 1.1.6.	By 2012, the City shall create a housing partnership involving the County, City, financial institutions, and community-based non-profits for the purpose of providing financial and technical resources to assist the production of affordable housing that is designed for universal accessibility.			X			X		Policy re-written Policy 1.3.8.
POLICY 1.1.7.	The City shall support public-private partnerships that provide for the housing needs of very-low, low- and moderate-income residents utilizing Federal, State and local housing programs.			X			X		Policy re-written Policy 1.3.8.
POLICY 1.1.8.	The City shall coordinate, with Volusia County, the efforts by Halifax Habitat for Humanity to purchase lots for the purpose of constructing homes for qualified low-to-moderate-income families.			X					Policy re-written Policy 1.3.7. Policy broaden to include all organizations that seek to provide housing.
POLICY 1.1.9.	By 2010, the City shall have implemented the recommendations of the 2008 Housing Study Update Plan.			X					Recommendations have been completed.
POLICY 1.1.10.	By 2012, the City shall have developed an Excel-Based Housing Demand Forecast Model to ensure that the available residential land use acreage and its densities remain in balance with the expected to reside population.			X					City publishes vacant residential map.
POLICY 1.1.11.	The City shall support and promote the concept of universal accessibility for all new housing created in the City by the private housing market.			X					This Policy is proposed to be deleted. Building staff review submittals for accessibility for applicable building code requirements.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
POLICY 1.1.12.	By the year 2010, the City shall have implemented the Affordable Housing Task Force recommended changes to the City’s permitting process related to enhance the efficiency of development services.			X					Recommendations have been completed.
<u>POLICY 1.1.5.</u>	<u>The City shall continue to provide land use designations on the Future Land Use Map and zoning districts on the Official Zoning Map to ensure that adequate amounts of land are available to accommodate projected residential needs.</u>				X				Ensure lands have residential land use and zoning designations.
<u>POLICY 1.1.6.</u>	<u>Through the Land Development Code, the City shall ensure the availability of safe and adequate housing units of different types, sizes, and price ranges to meet the needs of all current and future residents.</u>				X				Renumbered from existing Policy 4.1.3.
<u>POLICY 1.1.7.</u>	<u>The Planned Residential Development zoning designation shall be maintained as a zoning tool to permit residential subdivisions that provide higher amenities, such as recreation, natural preservation, and open space. The Planned Residential Development is designed to review subdivision development in the “Suburban Low Density Residential” land use, smaller developments, and redevelopments. The City Commission may consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements through the Planned Residential Development process to foster varied housing opportunities by type and cost.</u>				X				Planned Residential Developments are a key zoning tool for the development of residential and mixed-use projects.
<u>POLICY 1.1.8.</u>	<u>The City shall promote mixed-use developments by allowing residential densities within commercial land uses. Mixed-use developments are encouraged in the Downtown Community Redevelopment Area and the multi-modal corridors.</u>				X				Promotion of mixed-use and allowance of residential uses in commercial zoning districts. Renumbered to incorporate existing Policy 4.1.6.
<u>POLICY 1.1.9.</u>	<u>The City shall maintain and consistently review the permitting process that facilitates the private sector housing production.</u>	163.3177 (f)(3)		<u>X</u>	X				Based upon the Florida Commerce “null and void” letter dated October 17, 2025 proposed change is to

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
									delete Policy 1.1.9. of the Housing Element and renumber the remaining Policies.
<u>POLICY 1.1.140.</u>	<u>Mobile and manufactured housing shall be permitted within the Land Development Code through the zoning regulations.</u>	163.3177 (f)(3)			X				Maintain Mobile and manufacturing housing as a housing supply option.
<u>POLICY 1.1.140.</u>	<u>The Land Development Code shall continue to allow accessory dwelling units within single-family zoning classifications.</u>	163.3177 (f)(1)			X				Continue accessory dwelling units as a housing supply option—a recommendation from 2008 housing study.
<u>POLICY 1.1.121.</u>	<u>The City shall establish partnerships with private and public non-profit groups, private developers, and other affordable housing providers.</u>	163.3177 (f)(3)			X				The city is open to partnerships for affordable housing.
<u>POLICY 1.1.132.</u>	<u>Assisted living facilities shall be allowed in commercial and residential zoning districts within the Land Development Code.</u>	163.3177 (f)(1)			X				Allowance of assisted living facilities.
OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES	Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.			X					Other Comprehensive Plan Elements establish level of service standards and this Objective is repetitive and not needed.
<u>POLICY 1.2.1.</u>	The general residential development pattern in the City should be in accord with the community’s growth strategy for residential densities, as stipulated within the Future Land Use Element.			X					Already included in Future Land Use Element.
<u>POLICY 1.2.2.</u>	Large scale residential development shall be required to provide a wide range of services and facilities in accordance with their relative size of development, in order to meet the needs of their residents and eliminate			X					Implemented through Planned Developments. Incorporated into new Policy 1.1.7.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
POLICY 1.2.3.	The City shall continue to develop facilities and services master plans that guide residential development patterns in a manner that encourages compact development and discourages urban sprawl.			X					There are other Policies that discourage urban sprawl.
POLICY 1.2.4.	The City shall ensure the continued improvement of public services and facilities in areas which are experiencing deterioration in order to encourage reinvestment by the private sector and promote a residential environment that fosters community pride and provides safe and sanitary living conditions.			X					Already included in Capital Improvements Element.
POLICY 1.2.5.	The City's Land Development Code shall designate lands for residential development consistent with the availability of public facilities at the Level of Service as outlined in this Comprehensive Plan for all households, including low and moderate income families, mobile and manufactured homes, group homes and foster facilities and households with special needs.			X					See Objective 1.3 of the proposed amendments.
<u>OBJECTIVE 1.2 SUBSTANDARD HOUSING</u>	<u>The City will seek to identify and engage in activities to reduce the number of substandard housing units and prevent the need for City-initiated demolitions.</u>	163.3177 (f)(1)(b)			X				Required with Florida Statute.
<u>POLICY 1.2.1.</u>	<u>The City shall continue to enforce the building, plumbing, electrical, mechanical, and all other associated construction codes to ensure compliance for safe housing and to achieve necessary corrective action where non-compliance exists.</u>	163.3177 (f)(1)(b)			X				Required with Florida Statute.
<u>POLICY 1.2.2.</u>	<u>The City shall continue implementing methods to maintain and improve the housing stock, including yard maintenance, solid waste management, vehicle parking, and other blighting conditions.</u>	163.3177 (f)(1)(b)			X				Required with Florida Statute.
<u>POLICY 1.2.3.</u>	<u>The City shall continue to identify and seek to gain compliance for dilapidated housing units through the code enforcement process. The property owner shall demolish housing units that cannot be rehabilitated. Where structures identified as unsafe are not demolished promptly, the</u>	163.3177 (f)(1)(b)			X				Required with Florida Statute.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
	City shall perform the demolition after due notice and place a lien on the property.								
OBJECTIVE 1.3. GREEN BUILDING AND SUSTAINABLE DEVELOPMENT	Encourage resource efficient green building, and sustainable development practices to enhance energy efficiency of housing in Ormond Beach.						X		Moved to Objective 1.7.
POLICY 1.3.1.	Encourage installation of renewable energy systems by homeowners.						X		Moved to Policy 1.7.1.
POLICY 1.3.2.	Encourage the incorporation of green building practices into development projects.						X		Moved to Policy 1.7.2.
POLICY 1.3.3.	Provide educational materials regarding energy efficiency, sustainable design, and climate change, that encourage residents and business owners to invest in energy efficiency improvements through community outreach efforts through the City’s website.						X		Moved to Policy 1.7.3.
POLICY 1.3.4.	The City shall promote energy conservation techniques that incorporate Federal Energy Star Standards, as consistent with the requirements of the Florida Building Code.						X		Moved to Policy 1.7.6.
POLICY 1.3.4.	Encourage building orientation that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and reduce greenhouse gas emissions.						X	X	Moved to Policy 1.7.4. Amended to state – The City shall allow in the permitting process instead of Encourage.
POLICY 1.3.5.	Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapo-transpiration and shade.						X		Moved to Policy 1.7.5.
POLICY 1.3.6.	Promote building design appropriate for local climate conditions.						X		Moved to Policy 1.7.6. - Updated to refer to the Florida Building Code and Florida Statutes.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
POLICY 1.3.7.	The City shall encourage the construction of energy efficient housing by exploring innovative regulations through nationally recognized green building standards, that promote energy conserving and environmentally sensitive technologies.			X					Proposed to be deleted.
<u>OBJECTIVE 1.3 ATTAINABLE HOUSING</u>	<u>Adequate housing and land areas for very low-income, low-income, and moderate-income should be available to meet the housing needs through the provision of adequate residential land at various densities throughout the City.</u>	163.3177 (f)(1)(d)			X				Required with Florida Statute.
<u>POLICY 1.3.1.</u>	<u>Mobile, manufactured, modular, or alternative construction homes are allowed within the Land Development Code as a form of housing that can be more affordable to a broader range of individuals than traditional site-built homes and add to the variety of the available housing stock.</u>	163.3177 (f)(3)			X				Required with Florida Statute. Incorporates existing Policy 4.1.10 and Objective 4.2.
<u>POLICY 1.3.2.</u>	<u>Mobile Homes built to Housing and Urban Development standards shall be allowed in the T-2 zoning district within the Land Development Code on platted lots.</u>	163.3177 (f)(3)			X				Required with Florida Statute. Incorporates existing Policy 4.1.10 and Objective 4.2.
<u>POLICY 1.3.3.</u>	<u>The Land Development Code shall allow modular buildings in all residential zoning districts, as defined in Chapter 553, Florida Statutes, provided the structures comply with all applicable building code standards.</u>	163.3177 (f)(3)			X				Allowance of modular housing per state law.
<u>POLICY 1.3.4.</u>	<u>Projects seeking to construct housing for very low-income, low-income, and moderate-income shall be provided with an expedited permitting process for site plan review and building permitting.</u>	163.3177 (f)(3)			X				Required with Florida Statute.
<u>POLICY 1.3.5.</u>	<u>Developers may apply for any of the following regulatory relief provisions as part of a development that incorporates very low-income, low-income, and moderate-income housing units:</u> <u>a. Waiver of development fees related to approvals;</u> <u>b. Increased densities are allowed to accomplish affordable housing goals. The percentage of low and moderate housing set aside and</u>	163.3177 (f)(3)			X		X		Renumbered from existing Policy 4.2.3.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
	<u>the accompanying density bonus may increase in proportion to one another, but it shall not exceed 20 percent;</u> <u>c. Reduction of parking and setback requirements, particularly for housing designed for persons 65 and older; and</u> <u>d. Modifying sidewalk and street requirements, particularly in developments designed for persons 65 and older.</u>								
<u>POLICY 1.3.6.</u>	<u>If development regulations are identified as hindering a project for very low-income, low-income, and moderate-income, consideration shall be given to processing a Land Development Code amendment or Planned Development at no cost to the project.</u>	163.3177 (f)(3)			X			New Policy – allows a method of approval if a regulation hinders affordable housing through a public hearing process.	
<u>POLICY 1.3.7.</u>	<u>The City should seek funding assistance from Volusia County or state programs for providing very low-income, low-income, and moderate-income housing.</u>	163.3177 (f)(3)			X			Required with Florida Statute.	
<u>POLICY 1.3.8.</u>	<u>As opportunities arise, the City should explore partnerships with developers or organizations that seek to provide very low-income, low-income, and moderate-income housing.</u>	163.3177 (f)(3)			X			Required with Florida Statute.	
<u>POLICY 1.3.9.</u>	<u>To the greatest extent practical, projects for very low-income, low-income, and moderate-income should be disbursed throughout the City.</u>	163.3177 (f)(1)(g)			X			Required with Florida Statute.	
<u>POLICY 1.3.10</u>	<u>The City shall support multi-jurisdictional approaches for affordable housing issues in Volusia County.</u>	163.3177 (f)(1)(g)					X	Renumbered from existing Policy 3.2.2.	
<u>OBJECTIVE 1.4 GROUP HOMES AND FOSTER CARE FACILITIES</u>	<u>The City shall continue to permit group homes and foster care facilities licensed or funded by the appropriate state agency in residential areas.</u>	163.3177 (f)(1)(d)					X	Existing Objective 5.2 moved into new Objective.	
<u>POLICY 1.4.1.</u>	<u>The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas,</u>	163.3177 (f)(1)(d)					X	Renumbered from existing Policy 5.2.1.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
	except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.								
POLICY 1.4.2.	The City shall maintain provisions in the Land Development Code to allow smaller group homes (up to six residents) to be permitted by right in all residential districts. Larger group homes shall be permitted as a conditional use in all single-family residential districts and by right in all multi-family districts.	163.3177 (f)(1)(d)					X		Existing Policy 5.2.2. moved.
OBJECTIVE 1.5. DISPLACEMENT	The City shall provide uniform and equitable treatment to individuals displaced by state or local government programs, consistent with applicable Florida Statutes.	421.55			X				Required with Florida Statute.
POLICY 1.5.1.	The City shall adhere to the requirements of Section 421.55, Florida Statutes, to provide equitable solutions for individuals and businesses displaced by City projects.	421.55			X				Required with Florida Statute.
OBJECTIVE 1.6. HISTORICALLY SIGNIFICANT HOUSING	The City shall continue preserving and protecting historically significant structures and sites consistent with the Cultural and Historical Resources Element.	163.3177 (f)(1)(e)					X	X	Based on existing Objective 4.1.
POLICY 1.6.1.	The City shall identify, recognize, and preserve historically significant structures and sites per the Cultural and Historical Resources Element and the Land Development Code.	163.3177 (f)(1)(e)					X	X	Based on existing Policy 4.1.11.
OBJECTIVE 1.7 GREEN BUILDING AND SUSTAINABLE DEVELOPMENT	Encourage resource-efficient green building and sustainable development practices to enhance the energy efficiency of housing in Ormond Beach.						X		Existing Objective 1.3. – no changes.
POLICY 1.7.1.	Encourage homeowners to install renewable energy systems.						X		Existing Policy 1.3.1.
POLICY 1.7.2.	Encourage the incorporation of green building practices into development projects.						X		Existing Policy 1.3.2.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
<u>POLICY 1.7.3.</u>	<u>Provide educational materials regarding energy efficiency, sustainable design, and climate change that encourage residents and business owners to invest in energy-efficiency improvements through community outreach efforts and the City’s website.</u>						X		Existing Policy 1.3.3.
<u>POLICY 1.7.4.</u>	<u>The City shall allow building orientation in the permitting process that maximizes energy efficiency and fosters the use of alternative energy sources where appropriate, such as solar or wind energy systems, to reduce the demand for electricity and greenhouse gas emissions.</u>						X	X	Existing Policy 1.3.4. The proposed Policy states, “The City shall allow in the permitting process,” and deletes the word “Encourage” from the original Policy.
<u>POLICY 1.7.5.</u>	<u>Encourage appropriate orientation of trees and shrubs on a development site to reduce cooling loads by taking advantage of evapotranspiration and shade.</u>						X		Existing Policy 1.3.5.
<u>POLICY 1.7.6.</u>	<u>The City shall continue to enforce the energy efficiency and renewable energy resources regulations of the Florida Building Code and Chapter 553, Florida Statutes.</u>				X				Implements energy efficiency and renewable energy resources regulations of the Florida Building Code and Chapter 553, Florida Statutes.
GOAL 2. NEIGHBORHOOD MAINTENANCE	TO ENSURE AND PROMOTE THE MAINTENANCE AND ENHANCEMENT OF RESIDENTIAL NEIGHBORHOODS.			X					This Goal is not required for the Housing Element per the Florida Statute.
OBJECTIVE 2.1. NEIGHBORHOOD MAINTENANCE	As a matter of on-going policy, the City will promote the maintenance, protection and if necessary, the rejuvenation of City neighborhoods and residential areas, to encourage the highest quality housing and living environment possible.			X					Public services and facilities are planned and implemented within the Capital Improvement Plan. Code enforcement occurs within the Code of Ordinances and Land Development Code regulations.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
POLICY 2.2.1.	By 2011, the City shall have developed and employed a neighborhood classification model designed to monitor neighborhood conditions, classify neighborhoods by a standardized condition and identify a comprehensive strategy for delivery of city services using a neighborhood focus.			X					The City is not utilizing a neighborhood classification model.
POLICY 2.2.2.	By 2010, the City shall adopt an unsafe building abatement code to address vacant and derelict buildings to reduce blighting influences on commercial corridors and in residential neighborhoods.			X					The City adopted an unsafe building abatement Ordinance for unsafe structures which is within the Code of Ordinances, Section 8-4. In 2014, an ordinance regarding abandoned (foreclosure) property. The City has not adopted a maintenance code for buildings and the Florida Building Code would be applicable.
POLICY 2.2.3.	Code enforcement, linked with housing rehabilitation assistance, shall be a principal conservation strategy for residential neighborhoods which are determined to be stable by the City's Neighborhood Classification Model.			X					This policy is not a required part of the Housing Element per the Florida Statute. Recommending not including code enforcement actions in the Comprehensive Plan.
POLICY 2.2.4.	The City's Neighborhood Improvement Division shall provide in tandem with the issuance of housing code enforcement violations, information services provided by Volusia County Community Services for Ormond Beach.			X					This policy is not a required part of the Housing Element per the Florida Statute. Recommending not including code enforcement actions in the Comprehensive Plan.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
POLICY 2.2.5.	Active citizen participation shall be incorporated into neighborhood planning efforts.			X					There are Policies within the Future Land Use Element for citizen participation.
POLICY 2.2.6.	The City shall incorporate into the Land Development Code a formalized compatibility screening procedure to assist development applicants in identifying and mitigating conflicts in order to protect residential neighborhoods from incompatible land uses.			X					The Land Development Code has regulations that seek compatibility between uses.
GOAL 3. PRESERVATION AND REHABILITATION	PRESERVE AND EXPAND THE SUPPLY OF QUALITY HOUSING UNITS FOR LOW AND MODERATE INCOME HOUSEHOLDS BY SUPPORTING THE BUILDING OF NEW UNITS, REHABILITATION OF SUBSTANDARD UNITS, AND THE PREVENTION OF LOSS AND DETERIORATION OF EXISTING AFFORDABLE UNITS.			X					Re-incorporated into new Objective 1.2.
OBJECTIVE 3.1. REHABILITATION OF SUBSTANDARD HOUSING	All housing in the City which is found to be substandard but economically feasible to repair should be rehabilitated to increase the availability of standard housing and ensure that all housing in the City provides safe and adequate shelter to its occupants.			X					Re-incorporated into new Policy 1.2.3.
POLICY 3.1.1.	The City shall actively support the provision of housing services by Volusia County Community Services, Halifax Habitat for Humanity and other non-profit housing organizations in the Ormond Beach area.			X					Re-incorporated into new Policy 1.3.8.
POLICY 3.1.2.	As a matter of on-going policy, rehabilitation of housing units should be in conjunction with other neighborhood revitalization activities and facility improvements, as appropriate, to improve the overall quality of housing and neighborhood environments.			X					Rehabilitation is a private sector function and this Policy is proposed to be deleted.
POLICY 3.1.3.	Neighborhood restoration efforts shall seek to maintain neighborhood identity and integrity.			X					Rehabilitation is a private sector function and this Policy is proposed to be deleted.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
OBJECTIVE 3.2. COORDINATION OF HOUSING ACTIVITIES	The City shall establish partnerships with private and public non-profit groups, private developers and other affordable housing providers.			X					Re-incorporated into new Policies 1.1.12., 1.3.7. and 1.3.8.
POLICY 3.2.1.	The City shall utilize, to the maximum extent possible, non-profit community-based organizations to assist in the acquisition, rehabilitation, and construction of affordable housing.			X					Re-incorporated into new Policies 1.3.7. and 1.3.8.
POLICY 3.2.2.	The City shall support multi-jurisdictional approaches affordable housing issues in Volusia County.						X		Moved to Policy 1.3.10
GOAL 4: HOME OWNERSHIP	INCREASE HOME OWNERSHIP OPPORTUNITIES BY REDUCING THE TOTAL COST OF HOUSING IN THE MARKET PLACE.			X					The City does not have the ability to control the cost of private sector housing. Policy is proposed to be deleted.
OBJECTIVE 4.1. HOUSING OPPORTUNITIES	The City shall ensure, on a continual basis, that a variety of housing, including mobile homes or manufactured housing, affordable and rural housing is developed in the community to provide for the varied life-styles of its existing and future residents. The identification of historically significant housing shall continue in accordance with existing ordinances and as described in the Future Land Use Element, Coastal Management Element, Cultural Affairs Element, and Recreation and Open Space Element.			X					This Objective is proposed to be deleted. Preservation of historically significant housing is within the Historic and Cultural Resources Element.
POLICY 4.1.1.	By 2010, the City shall utilize style neutral single-family residential design standards for all residential dwellings in order to address resident concerns regarding compatibility of manufactured housing in single-family residential neighborhoods.			X					This Policy will be deleted. Standards exist in Section 2-42 of the Land Development Code.
POLICY 4.1.2.	The City shall incorporate affordable housing techniques into the Land Development Code such as Transfer of Development Rights, mandatory inclusionary zoning and density bonuses to increase the number of			X					Density bonuses are available within the Planned Residential Development zoning district. The concept of transfer of

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
	affordable lots and homes available to low- and moderate-income households.								development rights or required inclusionary zoning has not been implemented.
POLICY 4.1.3.	The City shall ensure, through the Land Development Code, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.						X		Moved to Policy 1.1.6.
POLICY 4.1.4.	The City shall pursue affordable housing techniques designed to reduce the cost burden to low- and moderate-income households thus making affordable housing already available in the marketplace more accessible.			X					Proposed to be deleted.
POLICY 4.1.5.	When provided by developers, the percentage affordable ratio shall be adjusted by area and by size of the development. Depending upon the geographic location, percentages may vary. In existing areas of the City where there is a significant population of low income and moderate-income groups, then a base percentage of 10% would apply, while elsewhere the base percentage may be 5%. The 10 percentage areas are generally identified as follows: 1) CDBG Priority Area: An area bounded on the north by Highland/Selden Avenue, the south by the City limits, the east by South Ridgewood, and the west by the Florida East Coast Railroad tracks. (As amended by Ordinance 93-14, adopted on April 6, 1993.) 2) Barrier Island South: An area bounded on the north by Seminole Avenue, the south by the City limits, the east by A1A, and the west by Riverside Drive (south of the Fluhart Drive and Riverside Drive intersection). 3) Granada/Wilmette North: An area bounded on the north by Wilmette Avenue and its extension, the south by Granada Boulevard, the east by Orchard Street and the west by Nova Road. 4) Granada/Division South: An area bounded on the north by Granada Boulevard, the south by Division Avenue.			X					This Policy is proposed to be deleted. Proposed Policy 1.3.9. seeks to disperse affordable housing. This Policy is voluntary and includes suggested percentages. If there is a desire to require inclusionary affordable housing units, this Policy would need to be re-written.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
	Low and moderate income housing units shall be dispersed throughout new development projects in a way that preserves the ambient character of the project and ensures assisted and non-assisted units shall not be distinguishable externally.								
POLICY 4.1.6.	Mixed-use buildings incorporating residential and commercial development in the downtown shall have priority over single-use buildings when applying for financial assistance from the City through the Tax Increment Financing District.			X					There are other Policies that encourage mixed use and this Policy is proposed to be deleted.
POLICY 4.1.7.	The City housing policy shall promote universal accessibility as a design option for housing of the elderly and various income level families.			X					Proposed to be deleted.
POLICY 4.1.8.	Through the development review process and the administration of regulatory controls, the City will consider opportunities for the private sector to develop innovative housing prototypes and creative residential land use arrangements to foster varied housing opportunities by types and cost.						X	X	Policy incorporated into Policy 1.1.7.
POLICY 4.1.9.	The City shall continue to maintain an inventory of all public lands and buildings and, upon query by non-profit housing organizations, report to the City Commission the feasibility of such public lands and buildings being made available for low and moderate income housing.			X					The city has vacant land map in Future Land Use Element and search on the Property Appraiser’s website.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
POLICY 4.1.10.	Mobile Homes shall be allowed in the T-2 zoning districts. T-2, the Manufactured Home Community District, will allow for a self-contained planned community under single ownership and featuring extensive on-site recreation facilities, landscaping and innovative design.						X		Moved to Policy 1.3.2.
POLICY 4.1.11.	The City shall continue to implement standards, regulations, and guidelines for the protection and improvement of historically significant housing, consistent with the criteria contained within the Future Land Use, Coastal Management, Cultural Affairs and Recreation and Open Space Elements.						X		Moved to Objective 1.6.
OBJECTIVE 4.2 HOUSING COSTS	The City shall support and promote the provision of affordable housing, including mobile homes and manufactured housing, to all segments of the City population.						X		Moved to Policies 1.3.1. and 1.3.2.
POLICY 4.2.1	The City shall monitor all land and building development ordinances, regulations, and the permitting process to identify conflicting requirements, eliminate excessive and unnecessary regulations, and provide flexibility in the provision of housing through innovative technologies			X					See new Policies 1.3.4. and 1.3.6.
POLICY 4.2.2.	On an on-going basis, the City shall utilize automated processes to improve building and inspection services in order to provide time sensitive turnaround approvals.			X					See new Policies 1.3.4. and 1.3.6.
POLICY 4.2.3.	Developers may apply for any of the following regulatory relief provisions as part of a development that incorporates low- and moderate-income housing units: a. Waver of development fees related to approvals. b. Allowance of increased densities to accomplish affordable housing goals. The percentage of low and moderate housing set aside and accompanying density bonus may increase in proportion to one another but in no case shall it exceed 20%.						X		Moved to Policy 1.3.5.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
	e. Reduction of parking and setback requirements, particularly for housing designed for the elderly. d. Modification of sidewalk and street requirements, particularly in developments designed for the elderly.								
GOAL 5: EQUAL HOUSING	PERMIT HOUSEHOLDS TO FREELY CHOOSE AMONG THE DIFFERENT OPTIONS AND TENURES WHICH ARE AVAILABLE IN AN UNRESTRICTED MARKET.			X					Proposed to be deleted.
OBJECTIVE 5.1. EQUAL HOUSING	The City shall ensure that equal housing opportunities are realized by all resident’s regardless of race, color, religion, ancestry, sex, familial status, national origin, handicap or place of birth.			X					Proposed to be deleted.
POLICY 5.1.1.	The City shall continue to enforce its Fair Housing Ordinance, continually monitoring housing practices for possible housing discrimination.			X					Proposed to be deleted.
POLICY 5.1.2.	The City shall ensure housing opportunities for all current and future residents, with an emphasis on the needs of the financially, socially, and/or physically disadvantaged, and those displaced due to City actions.			X					Proposed to be deleted.
OBJECTIVE 5.2. GROUP HOMES AND FOSTER CARE FACILITIES	The City shall continue to permit in residential areas group homes and foster care facilities licensed or funded by the Department of Children and Family Services.						X		Moved to Objective 1.4.
POLICY 5.2.1	The City shall encourage the integration of special residential uses, licensed group homes, and foster care facilities into all residential areas, except those areas considered flood prone, where adequate supporting infrastructure and nearby medical and public facilities are available.						X		Moved to Policy 1.4.1.
POLICY 5.2.2.	The City shall maintain provisions in the Land Development Code to allow smaller group homes (up to six residents) be permitted by right in all residential districts. Larger group homes shall be permitted as a						X		Moved to Policy 1.4.2.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Housing Element, February 18, 2025									
	conditional use in all single-family residential districts and by right in all multi-family districts.								
<u>GOAL 6: JOBS AND HOUSING BALANCE</u>	ENCOURAGE A BALANCED AND MIXED ECONOMIC COMMUNITY.			X					Proposed to be deleted.
OBJECTIVE 6.1. JOBS AND HOUSING BALANCE	The City shall promote, through its economic development efforts, a higher job to housing growth ratio.			X					Economic development Goal exists in Future Land Use Element. Proposed to be deleted.
POLICY 6.1.1.	Increase the job/housing ratio from 1.10 (2008) to 1.25 (2015) by ereating higher value added jobs.			X					Proposed to be deleted.
POLICY 6.1.2.	By 2015, the cost of housing shall closely mirror the median wage structure of the City’s economic base.			X					Proposed to be deleted.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
Headers/Footers	RECREATION OPEN SPACE ELEMENT PARKS AND RECREATION ELEMENT GOALS, OBJECTIVES AND POLICIES							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. RECREATION AREAS AND FACILITIES	PROVIDE AN ACCEPTABLE QUALITY, QUANTITY, AND VARIETY OF ACTIVE AND PASSIVE RECREATION AREAS AND FACILITIES NECESSARY TO MEET THE EXISTING AND FUTURE RECREATIONAL NEEDS OF ALL THE CITY’S RESIDENTS AND OF ITS VISITORS.		X						No change. Note: During public engagement and discussion items, the following general recommendations were made: 1. Change Element name: Park, Forestry, and Recreation Element 2. Change the Element name of Open Space. 3. Change Element name: Recreation and Park 4. Change the name of the Leisure Services Department.
OBJECTIVE 1.1. LEVEL OF SERVICE STANDARDS	The City shall require of new development activities concurrency with the adopted level-of service standards according to the adopted Parks and Recreation Master Plan Study, as amended.		X						No change.
POLICY 1.1.1.	The City shall apply level-of-service standards park categories and facilities in accordance with the adopted Parks and Recreation Master Plan Study as amended and listed in the Capital Improvements Element of the Comprehensive Plan.		X						No change.
POLICY 1.1.2.	Parks and recreational facilities, as shown in Figure 1 of the Parks and Recreation Element, shall be located throughout the City to allow access opportunities to all segments of the population.							X	Add reference to map of the City park and recreation facilities. Amend name of Element to Parks and Recreation.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.1.3.	The City shall continue to provide sufficient lighting where needed at any active recreation facilities existing at that time.		X						No change.
POLICY 1.1.4.	The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.		X						No change.
POLICY 1.1.5.	Alligator Island shall be maintained under the Open Space/Conservation land use designation.						X		Move to Future Land Use Element.
POLICY 1.1.65.	The City’s facility needs and program planning shall be determined through a continuous assessment of facility capacities and community needs, surveys, citizen responses, civic interaction, and population growth. Surveys shall be completed by April of each year by the Leisure Services and Planning Departments. The following criteria shall be applied in implementation of this policy. a. Coordination with other City departments and civic groups of studios (e.g., continuing education) programs, special events and referral services. Such programs shall be available for all ages and not limited to any level of proficiency. b. Coordination of or liaison to the development of other community enhancement projects. (e.g., Santaland Art in the Park, and Easter Egg Hunt). c. Develop an outreach strategy that provides recreation activities and programs on a neighborhood basis.							X	Modified as recommended by the Parks and Recreation Master Plan Update. Renumber policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
	d. Determine the need for additional multi-diversified leisure facilities to better accommodate existing and future needs. e. Survey of the use of recreation facilities by developmentally disabled and physically handicapped people. The plan shall further contain specific recommendations for correcting existing deficiencies and meeting future needs. f. Assess the special population needs and provide structured activities for youth and adults that would interface with mainstream youth programs.								
OBJECTIVE 1.2. MAINTENANCE	To maximize the responsible use of existing public lands and facilities, City parks and recreation facilities shall be maintained by the City’s <u>Leisure Services Parks and Recreation</u> Department in order to promote public use and community pride, and discourage vandalism.							X	Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.2.1.	The City shall manage undeveloped City-owned land for the long-term public interest, doing so in a manner by which the City sets an example for others to follow.		X						No change. Community Engagement Meeting comment: add and trees after the word land.
POLICY 1.2.2.	The City shall maintain its boat ramps, piers, docks, and other water-access facilities in a safe and operable condition.		X						No change.
POLICY 1.2.3.	By 2025, the City shall develop a facility at Central Park to support after school programs and other activities.			X					This implementation policy has been implemented and no longer necessary. Re-number policies as needed.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.2.4.	The City shall actively maintain any saltmarsh areas adjacent to City property to be free of litter and/or other garbage.			X					Delete as discussed at discussion item. Re-number policies as needed.
POLICY 1.2.5.	The City shall continue to provide information and interpretive signs at all City-operated boat ramps to alert users of the endangered manatees, the Tomoka River Manatee Sanctuary, and the City personal watercraft ordinance.							X	No change to text. Renumber policies as needed.
OBJECTIVE 1.3. LAND USE COMPATIBILITY	Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.		X						No change.
POLICY 1.3.1.	Use park systems or open space to buffer incompatible land uses, where parks or open spaces are compatible with these land uses.		X						No change.
POLICY 1.3.2.	To the extent practical based on available funding, the City shall acquire or preserve lands with unique environmental assets, as well as provide community access and/or recreation opportunities/value to the community.		X						No change.
POLICY 1.3.3.	To the maximum extent consistent with Federal, State, and City objectives, policies, and responsibilities, multiple uses of public lands shall be considered, to reduce the cost of and expedite the acquisition of additional needed public lands.		X						No change.
OBJECTIVE 1.4. ACCESS AND DEVELOPMENT	The City shall maintain and improve access to its parks, recreation, and open space areas, facilities, programs, and events and encourage development of facilities, programs, and events of state and regional excellence.		X						No change. Community Engagement Meeting comment: Change “open space areas” to community forest.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.4.1.	The Leisure Services <u>Parks and Recreation</u> Department shall develop and distribute literature and maps listing the parks, leisure service, <u>recreation</u> sites, and historic sites located within the City, their facilities, location, and operating hours.							X	Community Engagement Meeting comment: Add Ormond Scenic Loop and Trail. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.4.2.	The Leisure Services <u>Parks and Recreation</u> Department shall, prepare an annual report, <u>as part of the budget process</u> , that in general describes the status of <u>that department’s functions in the City</u> for presentation to the City Commission that department’s functions in the City ; assess the general needs of the population; describes events which affect or are affected by that department; and assesses interdepartmental and intergovernmental areas of concern and propose solutions to these areas of concern.							X	Minor update for clarification. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
OBJECTIVE 1.5. FUNDING	The City shall develop a fiscally sound public parks recreation facilities program.		X						No change.
POLICY 1.5.1.	The City shall continue to pursue outside funding sources by monitoring on an on-going basis, the availability of parks and recreation grants and funds. The applications shall be submitted in a timely manner to ensure procurement and proper outside review.		X						No change.
POLICY 1.5.2.	A user fee system shall continue to be an integral and vital component of the overall funding mechanism for recreation programs and events. The following criteria shall apply in implementation of this policy: a. The fee shall be reasonably established and shall not restrict access on the basis of affordability. b. The City shall periodically review the fee structures of other local government jurisdictions and per capita		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
	operating expenses and recurring capital expenses as a basis for determining the equity of the fee structure. c. Reasonable fees shall be established for use of all City facilities based on the type of event, the particular facility and the expected number of people attending. d. The fee schedule shall be reviewed and updated on an annual basis.								
POLICY 1.5.3.	The City shall continue to financially support the activities, events, and programs offered by the Leisure Services Parks and Recreation Department, in order to maintain programs at their current level-of-service in accordance with the adopted Parks and Recreation Master Plan as amended.							X	Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.5.4.	The City shall continue to assess a Recreational Impact Fee per the City Land Development Code in order to provide for the acquisition and development of additional recreational space and facilities needed by the occupants of such new residential dwelling units.		X						No change.
POLICY 1.5.5.	New development shall be encouraged to provide land for accessible and usable public parks in accordance with the adopted Parks and Recreation Master Plan Study as amended and <u>in</u> the City Land Development Code.							X	Minor grammatical change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.5.6.	The City shall continue to charge a non-residents fee determined by the Leisure Services Parks and Recreation Department and the City Commission for the use of City recreation facilities.							X	Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.5.7.	The City shall continue to utilize user fee charges for services and facilities to help offset costs at recreation sites.		X						No change. Community Engagement Meeting comment: add new Policy – The City shall utilize donations and gifts.
OBJECTIVE 1.6 BEACH ACCESS	The City shall recommend policies and programs to Volusia County that maintain and improve public access to beach recreational opportunities.							X	The strikethrough to be removed from the period.
POLICY 1.6.1.	Participate in and encourage State, Regional, and County programs to provide on and off-site beach parking.		X						No change.
OBJECTIVE 1.7. BICYCLING OPPORTUNITIES	Safe bicycling opportunities, for both recreation and transportation, shall be provided within the eCity where possible.							X	Capitalize City.
POLICY 1.7.1.	Bicycle facilities shall be incorporated into arterial and collector roadway construction widening, and reconstruction plans and programs as provided by the Land Development Code.		X						No change.
POLICY 1.7.2.	The City shall cooperate with bicycle organizations, law enforcement agencies, and the FDOT <u>Florida Department of Transportation</u> to promote a bicycle safety program; this shall include a program in the schools and a media information program.							X	Remove acronym.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.7.3.	Bicycle facilities connecting schools with nearby active recreation areas shall be a priority of the City.		X						No change.
POLICY 1.7.4.	The City shall continue to provide bicycle facilities at all City-owned buildings or facilities that are open to the public.		X						No change.
POLICY 1.7.5.	When providing bicycle and pedestrian pathways, the City shall determine through its traffic consultant, upon which streets or roads bicycle traffic would constitute an unacceptable hazard. This shall also determine the time of day when this hazard would exist.			X					Policy proposed to be deleted. Renumber as needed.
POLICY 1.7.65.	The City shall maintain regulations requiring new developments to incorporate bicycle and pedestrian paths as an integral part of their transportation plans.							X	No change to text. Renumber as needed.
POLICY 1.7.76.	To the extent practical, utility easements (overhead transmission lines, gas and water) shall be considered in the development of trails to provide for connections and linkages to neighborhoods, and recreation and open space facilities.							X	No change to text. Renumber as needed. Community Engagement Meeting comment: insert ROW after easements. Delete open space and insert park.
POLICY 1.7.87.	The following criteria shall be used in prioritizing bicycle facility improvements: a. Beach access points and crossings; b. Proximity to major public parks, cultural facilities, public schools, high-density residential and commercial areas; c. Lack of alternative routes; d. Streets serving important transit stops; e. Areas exhibiting high incidence of vehicle accidents with bicycles; and f. Arterial and collector streets.							X	No change to text. Renumber as needed. Community Engagement Meeting comment: insert community forest.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.7.98.	The City, in cooperation with the County and FDOT the Florida Department of Transportation, shall encourage the installation of bicycle detection devices at traffic activated signals on arterial and collector streets, subject to the availability of funding.							X	Remove acronym. Renumber as needed.
POLICY 1.7.9	The City should update the 2016 Bike Master Plan and seek collaboration with Volusia County Trail and Bike Master Plan.				X				Recommended by Commissioner Tolland at workshop on 02.04.2025
OBJECTIVE 1.8 CONSERVATION	Active and passive recreation facilities shall be designed and used in a manner that protects the quality of the natural systems including, but not limited to, the surface waters, significant wildlife habitats, designated species habitats, and wetlands. The permitting criteria of Federal, State, and regional agencies shall be met during the design and construction of active and passive recreation facilities.		X						No change. Community Engagement Meeting comment: insert community forest.
POLICY 1.8.1.	The use of off-road recreational vehicles in wetland or upland habitats shall be limited to the maximum extent allowed by law.		X						No change.
POLICY 1.8.2.	New proposed land development adjacent to parks, recreation, and conservation areas shall be compatible with both natural systems and the intended function of the park, recreation, or conservation area.		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.8.3.	The City shall acquire sensitive lands to meet open space objectives and/or adopt regulations to protect and enhance the functional values of such lands.		X						No change. See Attachments – concern at discussion item that the City could use eminent domain to acquire sensitive land. Community Engagement Meeting comment: delete open space and insert park. Insert “and trees” at end of sentence.
OBJECTIVE 1.9. ADA AMERICANS WITH DISABILITIES ACT STANDARDS	Public recreation facilities shall both accommodate and integrate handicapped and disabled <u>special populations and persons with disabilities</u> consistent with Federal and State standards.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
POLICY 1.9.1.	The City shall provide physical programs for the handicapped and disabled <u>special populations and persons with disabilities</u> of all ages, based upon demand.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
POLICY 1.9.2.	Recreation facility construction or renovation shall be designed to accommodate and integrate the handicapped and disabled <u>special populations and persons with disabilities</u> consistent with Federal and State ADA Americans with Disabilities Act standards.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.9.3.	When possible, handicap <u>special populations and persons with disabilities</u> access to the beach shall be improved by the process of handicap <u>accessible</u> parking spaces and pedestrian beach access ramps.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
POLICY 1.9.4.	Playgrounds shall include handicap and disability <u>handicap special populations and persons with disabilities</u> accessible and usable facilities, to integrate handicapped <u>special populations</u> children into the mainstream.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
POLICY 1.9.5.	The City shall construct playgrounds oriented towards handicapped <u>special populations</u> children.							X	As recommended in 4.2 of the Parks and Recreation Master Plan Update. The term special population is currently used - https://www.ormondbeach.org/736/Special-Populations-Programming#:~:text=About,Hoedown Discussion item – resident brought up concern of using term special population (see attachments).
OBJECTIVE 1.10. INTERGOVERNMENTAL COORDINATION	The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and private sector providers to develop the most cost- effective services to the public.		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025								
POLICY 1.10.1.	The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.		X					No change.
POLICY 1.10.2.	The City shall continue to actively participate in the Volusia County land acquisition program and request utilization of such funds for open space land purchases within the City as appropriate and to the maximum extent feasible.		X					No change.
POLICY 1.10.3.	The City shall submit when appropriate and applicable, grant applications to local, state and federal grant programs for the acquisition, planning and development/management of City-owned lands. Programs include, but are not limited to: Florida Recreation and Development Assistance Program; Land and Water Conservation Fund Program; Florida Forever; Florida Boating Improvement Program; Save our Rivers Program (SJRWMD); Ponce DeLeon Port Authority; Florida Inland Navigation District; Florida Communities Trust Program; and ECHO.			X				This policy is being combined with Policy 1.10.4. Re-number as appropriate. Community Engagement Meeting comment: insert regrow Volusia.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.10.43.	The City shall continue to submit applications <u>when appropriate and applicable</u> for grants under programs sponsored by various <u>local, State, and regional federal</u> governments including, <u>but not limited to</u> the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, <u>Florida Forever, Florida Recreation and Development Assistance Program, Volusia ECHO, Volusia Forever,</u> and the Florida Inland Navigation District.							X	Combined language from Policy 1.10.3. for simplification. Re-number as appropriate.
POLICY 1.10.54.	The City shall enter into agreements, as appropriate, with private institutional recreation organizations to provide services and programs including joint use of facilities and personnel.							X	No change in text. Re-number as appropriate.
POLICY 1.10.65.	Wherever possible, Ormond Beach Recreational trail corridors shall be coordinated with other national level trails such as the <u>Ormond Scenic Loop and Trail</u> , East Coast Greenway, as well as other state trail systems.							X	Added Ormond Scenic Loop and Trail. Re-number as appropriate. Community Engagement Meeting comment: insert Ormond Scenic Loop and Trail.
OBJECTIVE 1.11. DEVELOPMENT ACTIVITIES	The City shall periodically review and amend the Land Development Code relative to current open space definitions and standards to implement the <u>Recreation and Open Space Parks and Recreation Element</u>. The following policies shall apply to the review of development activities and the conduct of public activity.							X	Change name of Element to Parks and Recreation consistent with Department name.
POLICY 1.11.1.	The following shall be applied by the City to protect and provide buffers, greenbelts, and recreation within the open space system: a. Regulate the use of land and water consistent with the Future Land Use, Conservation, and Coastal Management Elements.		X						No change. Community Engagement Meeting comment: item b – insert native trees and plants. Item d – insert trees

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
	b. Ensure the protection of natural vegetation and unique land features. c. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management. d. Maintain and protect major environmental areas, parks, preserves, wildlife management areas and refuges. e. Provide mechanisms for the on-site transfer of development rights as per the Future Land Use Element. f. Develop performance standards for protecting lands with historic, scenic, recreational or environmental significance. g. Protect against significant adverse impacts to wildlife, wildlife habitats/corridors.								
POLICY 1.11.2.	Innovative techniques shall be utilized to protect identified open space areas. Such techniques could include overlay districts, flood zones, performance standards, or other incentive-based methods.		X					No change.	
POLICY 1.11.3.	Designated open space areas encompassing natural resource areas, significant environmental features, marine and wildlife habitats, conservation or potential recreation areas shall, at minimum, be protected, by buffer zones, deed restrictions, limiting density and intensity of development, conservation easements, acquisition, transfer of development rights, and purchase of development rights or land exchanges.		X					No change. Community Engagement Meeting comment: delete open space areas and insert parks.	
POLICY 1.11.4.	Criteria and standards to be used for reviewing development proposals within existing and proposed open space areas shall be maintained in the Land Development Code. Upon adoption of the plan, site specific analysis shall include an Environmental		X					No change.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
	Assessment Report as per the criteria of the Conservation Element to be submitted, reviewed and approved prior to the issuance of a development order.								
POLICY 1.11.5.	Coordinate with local governments, State and other public agencies in developing consistent standards, criteria and land development regulations for the protection of open space areas.		X						No change.
OBJECTIVE 1.12. LAND ACQUISITION	The City shall continue to increase the public provision, protection and enhancement of open space by utilizing the Volusia County, Land Acquisition Program with the cooperation of the Florida Forever, Save Our Rivers, Land and Water Conservation Fund, County Port Authority, St. Johns River Water Management District land acquisition programs, and similar <u>State, and Federal land acquisition programs, as appropriate,</u> to acquire by purchase or donation those lands identified by the City Commission. Provision of open space by private enterprise shall be accomplished through donation or requirements for dedication of open and common space as specified in the Land Development Code.							X	Minor modification to broaden programs possibly available for open space acquisition.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.12.1.	Land or easements suitable for the provision of open space shall be encouraged as donations from public agencies and private enterprises. The location, shape, size and character shall be evaluated for applicability to City land development regulations. The City is not obligated to accept donations of open space areas from public areas and private enterprises.		X						No change.
POLICY 1.12.2.	Open Space areas shall be preserved for the following types of development: a. Residential development required to provide park needs and open space areas as required by the Land Development Code. b. Planned overlay districts required to provide open space and common open space per the Land Development Code. c. Development plans encompassing valuable resource habitats such as, but not limited to, environmental corridors as identified in the Conservation and Future Land Use Elements. d. Non-residential development required to provide open space areas as required by the Land Development Code.		X						No change. Community Engagement Meeting comment: delete Open Space areas and insert Parks. Item b – include Ormond Scenic Loop and Trail. Item d – delete open space and insert park.
OBJECTIVE 1.13. SCENIC HIGHWAYS AND CORRIDOR CONNECTIVITY	Provide for recreational corridors to link the City-owned parks as well as other open space/conservation areas.		X						No change. Community Engagement Meeting comment: delete other open space and insert community forest.
POLICY 1.13.1.	The City shall designate scenic roadways in accordance with State and Federal programs, as provided for by the Coastal Management Element and the Land Development Code.		X						No change. Community Engagement Meeting comment: insert Ormond Scenic Loop and Trail.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
POLICY 1.13.2.	The City’s standards designed to ensure preservation of the scenic value of designated routes, shall be maintained in the Land Development Code.		X						No change.
POLICY 1.13.3.	The City shall continue to coordinate with utility companies the potential multi-use concept for open space and recreation uses within utility easements.		X						No change. Community Engagement Meeting comment: delete open space and insert park.
POLICY 1.13.4.	To the extent practical, utility easements (overhead transmission lines, gas and water, sewer and drainage) shall be made available for bike path, nature, jogging, and horse trail development. This off-road corridor system shall be designed and developed to connect neighborhoods and communities to recreation and open facilities.		X						No change. Community Engagement Meeting comment: add ROW after utility easements.
POLICY 1.13.5.	Open space systems or conservation areas identified for potential outdoor classroom sites or nature study facilities shall be provided with the appropriate access facilities. Facilities shall include, but are not limited to: on-site circulation system elements, natural trails, above ground boardwalks and limited passive areas designated for picnicking.		X						No change. Community Engagement Meeting comment: delete open space and insert park. Add trees to last sentence.
POLICY 1.13.6.	Public access to the beach and waterways shall be provided in accordance with the policies under Goal 67 of the Coastal Management Element.							X	Modified to Goal 6 of the Coastal Management Element for accuracy.
POLICY 1.13.7.	The City of Ormond Beach adopts and incorporates the Ormond Scenic Loop & Trail vision statement and map series as included in the adopted Ormond Scenic Loop & Trail Corridor Management Plan, as amended. The Ormond Scenic Loop & Trail is shown in Figure 2 of the Parks and Recreation Element.				X				New Ormond Scenic Loop & Trail Policy and map (Figure 2). Discussed at community engagement meeting and discussion item.
OBJECTIVE 1.14. ORMOND CROSSINGS ACTIVITY CENTER	The City working with the Developer of the Ormond Crossings Activity Center shall develop a comprehensive approach to address existing and projected deficiencies so that there are adequate		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025									
	facilities to serve the residents of Ormond Crossings.								
POLICY 1.14.1.	Within 90 days of the effective date of the Comprehensive Plan amendments establishing the Activity Center land use category and applying it to the Ormond Crossings Activity Center, the Developer shall deed to the City the title to a 17-acre parcel that is located immediately north of the Airport Sports Complex and fronts on Harmony Trail.			X					This policy has been completed and the 17-acre parcel deeded to the city.
POLICY 1.14.12.	The Developer shall deed to the City a total of 45-acres of land to be used for parks and recreation purposes. The land may be divided up to 5 as separate park sites within the Ormond Crossings Activity Center subject to the approval of the City, if it is determined that providing multiple parks sites minimizes automobile traffic and encourages pedestrian and bicycle access to the park facilities.							X	The number of recreations sites would be determined during site development in coordination with city staff. Re-number as appropriate. Community Engagement Meeting comment: insert dedication date to December 2025.
POLICY 1.14.23.	Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the Certificate of Occupancy for the 1,000th dwelling unit within the Ormond Crossings Activity Center. a. A public community center with a minimum of 6,000 square feet of building area; b. A trail system, including a minimum of .75 miles of hard surface walkway; c. 1 Picnic shelter with restrooms; d. 1 soccer/football field; e. 1 baseball/softball field; f. 2 outside basketball courts with lights; g. 2 shuffle board courts;							X	No change to text. Re-number as appropriate. Community Engagement Meeting comment: delete open space and insert park. delete 1000 and insert 100.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Recreation and Open Space Parks and Recreation Element, Revision February 10, 2025								
	h. 1 bocce ball court; i. 1 tennis court; and j. 1 racquetball court. Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the Certificate of Occupancy for the 2,000th dwelling unit. a. 1 community center that can be either public or private with a total minimum building area of 4,000 square feet; b. A trail system, including a minimum of .525 miles of hard surface walkways; c. Passive park area of 36.5 acres; d. 1 off-leash dog park; e. 1 covered playground area; f. 1 baseball/softball field; g. 2 outside basketball courts with lights; h. 2 shuffle board courts; i. 1 bocce ball court; j. 2 tennis courts; and k. 1 racquetball court. The City acknowledges that the need for recreational facilities is a function of the population therefore adjustments to these requirements can be expected to occur as the project proceeds. The City also reserves the right to request cash in lieu of improvements when it proves that funding will provide the City with a greater benefit and compliance with the minimum level of service standards.							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
Headers/Footers	CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES AND POLICIES							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. LEVEL OF SERVICE STANDARDS	PUBLIC FACILITIES SHALL BE PROVIDED IN A TIMELY AND EFFICIENT MANNER AS NECESSARY TO CORRECT EXISTING DEFICIENCIES IN THE LEVEL-OF-SERVICE FOR POTABLE WATER, SANITARY SEWER, SOLID WASTE, TRAFFIC CIRCULATION, AND PARKS AND RECREATION AND TO MEET FUTURE DEMANDS GENERATED FROM NEW DEVELOPMENT THROUGH THE USE OF SOUND FISCAL PRACTICES.	163.3177	X						
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS	Capital Improvements identified in other plan Elements shall be provided to correct existing deficiencies, accommodate future growth, and to replace deteriorated or obsolete facilities in an economically and energy efficient manner, as indicated in the schedule of improvements in this Element.		X						
POLICY 1.1.1.	The City shall include capital improvement projects that are either: 1) required to meet adopted level-of-service standards; 2) implemented Goals, Objectives and Policies of the Comprehensive Plan; and 3) determined to be of relatively large scale in cost (\$25,000.00 or greater) in the Schedule of Improvements of this Element.							X	Hyphenate level-of-service

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Capital Improvements Element, February 18, 2025									
POLICY 1.1.2.	As per Section 163.3177, F.S., all capital improvement projects proposed by the City shall be consistent with the Comprehensive Plan.		X						
POLICY 1.1.3.	All capital improvements included in the Capital Improvements Element schedule of improvements shall be included in the City's annual capital budget.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Capital Improvements Element, February 18, 2025										
POLICY 1.1.4.	Proposed capital improvement projects that compete for funding within the same funding source and as identified annually through the concurrency management system shall be evaluated and ranked in order of priority according to the following guidelines: a. The extent to which the project is necessary to protect public health and safety. b. Capital improvements needed to address existing deficiencies. c. Maintenance of adopted levels-of-service. d. The impact that the project would have on the local budget. e. Reduction of future improvements costs. f. Encouragement of infill development and/or preservation or achievement of full use of existing facilities. g. Promotion of efficient development and prevention of urban sprawl. h. Consistency with FDOT <u>the Florida Department of Transportation</u> and other State and regional plans.							X	Spell out FDOT in item “h”	
POLICY 1.1.5.	The Capital Improvements Element shall be reviewed on an annual basis and modified as necessary in accordance with Section 163.31877, F.S. Corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities, pursuant to	163.3177							X	Correct F.S. reference is 163.3177 Spell out CIE.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	dedications which are consistent with the plan; or the date of construction of any facility enumerated in the CIE <u>Capital Improvements Element</u> may be accomplished by ordinance and shall not be deemed to be amendments to the Comprehensive Plan.								
POLICY 1.1.6.	The comprehensive planning process shall be used to ensure that present and future public facility and service needs are planned and provided in a timely and efficient manner, while safeguarding the health safety and welfare of the public and natural environment.		X						
POLICY 1.1.7.	The provision of the public services and facilities shall be planned and coordinated so that the provision of public services and facilities occurs in a manner which encourages growth to be orderly and, to the extent feasible, is compatible with existing and desired land uses.		X						
POLICY 1.1.8.	Public facilities, services, and programs shall be designed to service the intensities of development projected in State, regional and local comprehensive and functional plans and other planning documents. Integrate energy cost reduction measures into the budget process.							X	The deleted sentence is out of place with the first sentence. Energy cost reduction is part of Policy 1.1.9.
POLICY 1.1.9.	Government buildings and facilities shall incorporate and recognize urban design principles. Life cycle costs should be considered in the design and construction of government facilities. The City shall implement an Energy Efficiency and Conservation Plan including a program to track the use of energy and water in facilities owned by the City and reducing energy		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	consumption as it relates to budgetary constraints. The City shall require energy efficient retrofits of existing facilities, where feasible, and will ensure energy efficient objectives are met in the planning and construction of any new facilities. The City shall consider a Sustainability Index for use in assessing proposed capital projects.								
OBJECTIVE 1.2. COASTAL HIGH HAZARD AREA	The City shall limit future public expenditures for capital improvements which promote growth within Coastal High Hazard Areas, except for public land acquisition, enhancement of natural resources, or other projects as identified in the Coastal Management Element and, except for projects already in progress and continuing in good faith at the time of plan adoption.	163.3177(6)6.						X	There are no existing City projects in the Coastal High Hazard Area.
POLICY 1.2.1.	The City shall expend funds in Coastal High Hazard Areas for the provision of improvements needed to correct existing deficiencies to maintain their existing capacity.		X						
POLICY 1.2.2.	The City shall continue to provide recreational facilities as needed within Coastal High Hazard Areas.		X						
POLICY 1.2.3.	The City shall not construct any new public facilities in the coastal high-hazard areas, except for: a. Conservation, natural resource protection and preservation, conservation groundwater aquifer recharge, resource restoration facilities, public access facilities, stormwater management and passive recreation and recreation support facilities;		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	b. Facilities necessary to improve hurricane evacuation time and/or mitigate storm damage to existing development; and c. Reconstruction of public facilities essential to maintaining the public health and safety shall only occur if such structures can meet the most current hurricane wind velocity standards contained in the adopted building code.								
POLICY 1.2.4.	The City shall study, existing public facilities located in the Coastal High Hazard Area that can be replaced over a twenty (20)-year period.			X					This Policy is repetitive of other Policies under this Objective and is proposed to be deleted. There are no capital plans to replace any existing public facilities in the Coastal High Hazard Area.
POLICY 1.2.5.	Further development of facilities located in the Coastal High Hazard Area shall be discouraged excluding beach-related capital facilities, including, but not limited to, access ramps and pedestrian walkways.			X					This Policy is repetitive of other Policies under this Objective and is proposed to be deleted. There are no capital plans to replace any existing public facilities in the Coastal High Hazard Area.
OBJECTIVE 1.3. CONCURRENCY MANAGEMENT SYSTEM	The City shall continue to implement and periodically review its concurrency management system. The concurrency management system shall ensure the management of the land development process in a way that public a facility needs identified within plan Elements and are provided as needed but not in excess of the City’s financial capacity to operate such facilities.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
POLICY 1.3.1.	The provision of public facilities and services is intended to serve as a growth management measure, as such provision shall be undertaken and expanded within existing or identified future designated facility service areas and discouraged elsewhere, except in cases of overriding public benefit or where needed to meet the needs of existing development.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Capital Improvements Element, February 18, 2025									
POLICY 1.3.2.	The City shall use the following level-of-service standards to determine the impacts of new development and redevelopment upon public facility provision: a. Fire Fighting: All development having a density equivalent to or greater than one (1) unit per acre shall be served by a public/private central water system capable of delivering the required fire flows having adequate firefighting capacity of a minimum of 500 gpm <u>gallons per minute (gpm)</u> or greater as determined by the Chief Fire Official in conjunction with the City Engineer (or its equivalent where a sprinkler system is used) and minimum 20 <u>pounds per square inch (psi)</u> residual for a minimum two- (2-) hour duration depending upon the specific structure and/or use. Single-family home development at less than one (1) unit per acre or less, or other development of equivalent intensity (e.g., average daily water use of less than 300 gpd <u>gallons per day</u> per acre), may be served by an individual well. All required fire flows will be in addition to the peak daily demand established. b. Parks (acres per population): 13 acres per 1,000 population.							X	Level of Service standards for water and sewer were updated with the Water Supply Work Plan. Solid Waste Level of Services updated per recommendation of Public Works. Spelled out acronyms. Hyphenated level-of-service

	A capital facilities recovery fee to develop lands dedicated by developers to meet the acreage level_of_service standards shall be pursued. The recovery fee may be either assessed to the developer of the subdivision or the builder of the home in the form of an impact fee. Subdivisions which provide private recreation lands and facilities shall be provided a credit against the land dedication and capital facilities recovery fee. c. Roads: The following level_of_service standards are adopted for roadways Citywide: <table><tr><td rowspan="4">City County State</td><td><u>LOS Level-of-Service</u> Daily</td><td><u>LOS Level-of-Service</u> Peak Hour</td></tr><tr><td>C</td><td>D</td></tr><tr><td>D</td><td>E</td></tr><tr><td>C (SIS/FIHS)</td><td>D (TRIP)</td></tr></table>	City County State	<u>LOS Level-of-Service</u> Daily	<u>LOS Level-of-Service</u> Peak Hour	C	D	D	E	C (SIS/FIHS)	D (TRIP)								
City County State	<u>LOS Level-of-Service</u> Daily		<u>LOS Level-of-Service</u> Peak Hour															
	C		D															
	D		E															
	C (SIS/FIHS)	D (TRIP)																
	d. Water:																	

Goals, Objectives, Policies				Recommended Action							Explanation/Modification
				FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025											
		Raw:	An average daily volume of 330 gallons per Equivalent Residential Unit (ERU).								
		Potable:	An average daily volume of 300 gallons per Equivalent Residential Unit.								
		<u>Sewer:</u>	An average daily volume of 270 gallons per Equivalent Residential Unit.								
		Reclaimed:	An average daily volume of 300 gallons per day per Equivalent Residential Unit.								

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification																
			Keep	Delete	New	Replace	Move		Modify															
Capital Improvements Element, February 18, 2025																								
	Sanitary Sewer: An annual average daily volume of 281 gallons equivalent residential unit (ERU). Other uses water standards: <table><tr><th colspan="2">Types of Establishments* (note – ERU is Equivalent Residential Unit)</th></tr><tr><td>Apartments</td><td>0.7 ERU per unit</td></tr><tr><td>Bars and cocktail lounges</td><td>0.05 ERU per seat</td></tr><tr><td>Barbershop</td><td>0.25 ERU per seat</td></tr><tr><td>Beauty Shop</td><td>0.5 ERU per seat</td></tr><tr><td>Car Wash</td><td>8.5 ERU minimum</td></tr><tr><td>Dentist</td><td>0.7 ERU per wet chair</td></tr><tr><td>Factories (with Showers or Chemicals)</td><td>0.1 ERU per 100 Sq. Ft.</td></tr></table>	Types of Establishments* (note – ERU is Equivalent Residential Unit)		Apartments	0.7 ERU per unit	Bars and cocktail lounges	0.05 ERU per seat	Barbershop	0.25 ERU per seat	Beauty Shop	0.5 ERU per seat	Car Wash	8.5 ERU minimum	Dentist	0.7 ERU per wet chair	Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.							
Types of Establishments* (note – ERU is Equivalent Residential Unit)																								
Apartments	0.7 ERU per unit																							
Bars and cocktail lounges	0.05 ERU per seat																							
Barbershop	0.25 ERU per seat																							
Beauty Shop	0.5 ERU per seat																							
Car Wash	8.5 ERU minimum																							
Dentist	0.7 ERU per wet chair																							
Factories (with Showers or Chemicals)	0.1 ERU per 100 Sq. Ft.																							

Goals, Objectives, Policies				Recommended Action						
				FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Capital Improvements Element, February 18, 2025										
		Factories (without or Chemicals)	0.05 ERU per 100 Sq. Ft.							
		General Commercial / Office Buildings	0.05 ERU per 100 Sq. Ft.							
		Gas Stations (no car wash)	1.5 ERU per bathroom							
		Hospitals	0.7 ERU per bed							
		Hotels and Motels	0.4 ERU per room							
		Movie theaters, auditoriums, churches	0.02 ERU per seat							
		Nursing Homes / A.L.F.	0.5 ERU per bed							
		Restaurants	0.15 ERU per seat							
		Single-Family residence	1.00 ERU per unit							
		Schools	0.05 ERU per seat							

Goals, Objectives, Policies				Recommended Action							Explanation/Modification
				FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025											
		Townhouse residence	0.7 ERU per unit								
		*The Site Plan Review Committee will consider alternate flow rates for various establishments if the applicant/Engineer of Record can provide supporting documentation.									
		f. Solid Waste:									
		Average residential pick-ups per truck	1,600 1,400								
		Average commercial pick-ups/truck/route	155 160								
		Average residential pick-ups/man/day	226 800-600								
		Pounds/capita/day for residential, commercial and industrial waste	5.6 5.83								
		Pounds/capita/day for special wastes	3.85								
		g. Drainage: The difference in the volume of run-off for 25 years frequency, 24-hour duration storm event between pre-development and post-development conditions shall be retained on-site. The difference between the pre-development and post-development conditions for peak run-off									

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	rates for the 100-year frequency, 24-hour duration rainfall event shall be retained on-site. Individual development facility capacity shall be maintained so that there is no potential flooding increase above the base year elevation. There shall be no degradation of water quality of Class III waters. An equal or greater volume of storage capacity must be created for any volume of the regulatory flood that would be displaced by fill or structures. The velocity of the regulatory flood must not be adversely altered on any watercourse. Areas not filled are to generally be left in their natural state. However, such areas may be used to meet landscaping and/or retention requirements, provided that the design is consistent with the then-existing City standards and ordinance requirements. Fill limitations consistent with the Land Development Code and the performance standards for each wetland classification established by the Conservation Element shall be enforced for all developments lying within areas of special flood hazard, as defined by the 100-year floodplain boundaries of the FEMA Federal Emergency Management Agency FIRM Flood Insurance Rate Map-maps.								
POLICY 1.3.3.	The City shall maintain provisions in the Land Development Code that will ensure that, at the time a development order is issued, adequate facility capacity		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	is or will be available when needed to serve the development.								
POLICY 1.3.4.	The City shall evaluate proposed plan amendments and requests for new development based on the following guidelines: a. Creates potential public hazard. b. Accentuates any existing facility deficiencies. c. Generates public facility demands that could be accommodated by scheduled capacity increases in the capital improvements schedule. d. Conforms with the Future Land Use Map (Future Land Use Element) and service areas (Utilities Element). e. Affects other agencies’ facilities plans. f. Conforms to the Conservation Element’s policies for natural resource protection. g. Conforms to the Coastal Management Element’s policies for limiting specific and cumulative impacts of development or redevelopment upon wetlands, water quality and quantity, wildlife habitat, living marine resources, and beach and dune systems. h. Minimizes impacts to surrounding jurisdictions.		X						
OBJECTIVE 1.4 IMPACT AND CONNECTION FEES	Future development projects shall pay their fair share of the cost of providing facilities and services required to maintain adopted level-of-service	163.31801						X	With the impact fee update, water and sewer fees were amended to connection fees.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	standards as specified in the Land Development Code. <u>Impact and connection</u> fees, developer dedications and contributions shall be required in an amount equal to the cost of the infrastructure required to serve the development.								
POLICY 1.4.1.	Recreation impact fees shall be continued and refined as needed to adequately maintain adopted LOS <u>level-of-service</u> standards.							X	Spell out level-of-service
POLICY 1.4.2.	Water and sewer impact <u>connection</u> fees shall be periodically reviewed and adjusted as needed to <u>in accordance with Florida Statutes to</u> assure that revenues are equal to growth-related capital expenditures, and to adequately maintain adopted LOS <u>level-of-service</u> standards.							X	Amended impact to connection fee. Fee reviews require a study in accordance with Florida Statutes. Also, to spell out level-of-service.
POLICY 1.4.3.	The City shall annually review the fee schedules of all impact fee ordinances and adjust the fee schedules to reflect the pro-rata share of costs needed to finance improvements necessitated by new development.			X					Impact fees cannot be updated with cost of living increases based on changes to state law. The fees require studies per state law requirements. Proposed to be deleted.
POLICY 1.4.4. <u>POLICY 1.4.3.</u>	The City shall continue to require that developers build water, sewer and reclaimed water infrastructure, local streets and internal collectors and provide off-site improvements needed for their development including but not limited to acceleration/deceleration lanes, turning lanes and traffic signals. Such improvements shall not be eligible for impact fee reimbursements.							X	Deleted last sentence – traffic improvements may be eligible for impact fee credits. Renumbered.
OBJECTIVE 1.5 FISCAL RESOURCES	The City shall manage its fiscal resources to ensure the provision of needed capital improvements for	163.3177	X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	previously issued development orders and for future development and redevelopment.								
POLICY 1.5.1.	In providing capital improvements funded by general obligation bond issues, the City shall limit outstanding indebtedness to no greater than five (5%) percent of its property tax base.		X						
POLICY 1.5.2.	The City shall continue to adopt an annual capital budget and a five (5)-year capital improvement program as part of its budgeting process.		X						
POLICY 1.5.3.	The City shall continue its efforts to secure State or Federal grants or private funds whenever available for capital improvements financing, through actively seeking and applying for grants and, if required, providing matching funds for grants.		X						
POLICY 1.5.4.	Prior to scheduling any referenda to finance capital projects, the City shall make every effort to identify alternative funding sources.		X						
POLICY 1.5.5.	Prior to the issuance of Certificates of Occupancy, the City shall provide for all public facilities needed to serve developments for which development orders were previously issued.		X						
POLICY 1.5.6.	The Capital Improvements Element will be financially feasible in accordance with state law.			X					This requirement has been removed from Florida Statute. Proposed to be deleted.
POLICY 1.5.7. <u>POLICY 1.5.6.</u>	If a Capital improvement is needed to maintain a level of service standard, then new development will be required to contribute its fair share toward the improvement.							X	Renumbered.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
POLICY 1.5.8.	Encourage investment in capital projects that will utilize municipal energy production in an environmentally responsible manner.			X					Policy 1.1.9. contains energy related policies. Proposed to be deleted.
OBJECTIVE 1.6 LOCAL AND REGIONAL FACILITIES & SERVICES	The City shall require that necessary local and regional facilities and services be available concurrent with the impacts of development through the adoption of a concurrency management system as implemented by the Land Development Code.		X						
POLICY 1.6.1.	The City shall verify that all public facilities needed to serve new development have been provided prior to the approval of an application for final subdivision plan or final site plan.		X						
POLICY 1.6.2.	The City shall continue to implement a concurrency management system to: a. Determine whether necessary facilities identified within the City’s Capital Improvements Element, including Traffic Circulation, Recreation and Open Space, and Utilities are being constructed in accordance with the schedules in the Comprehensive Plan. b. Update annually existing level-of-service, committed capacity as defined in the Land Development Code, and facility needs prior to and in conjunction with the annual update of the Capital Improvements Element, except that a shorter time frame, daily, monthly, or		X						In item “b” update term annual to annually. Spell out acronyms in items b.3. and b.4.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Capital Improvements Element, February 18, 2025								
	semi-annually, will be used as appropriate where the level-of-service is near capacity. The City plat approval process will require that necessary regional and local facilities and services be available concurrent with the impacts of development after the adoption of the concurrency management system through any of the following situations: 1. The necessary facilities are in place at the time a plat approval is issued, or a plat approval is issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur. 2. The necessary facilities are under construction at the time a plat approval is issued. 3. The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time a plat approval is issued. Capacity to meet LOS <u>Level-of-Service</u> for sanitary sewer, potable water, drainage and solid waste shall be in place prior to awarding concurrency status for any development order. 4. The necessary road facilities as listed in the first three (3) years of the FDOT <u>Florida Department of Transportation</u> Five-Year Work Program have been included in the							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	Volusia County or City of Ormond Beach annual budget at the time a plat approval is issued. A plan amendment is required to eliminate, defer or delay construction of any road or mass transit facility or service which is needed to maintain the adopted level-of-service standards and which is listed in the five (5)-year schedule of capital improvements. For those parcels that do not require platting, the above steps will be considered at the time of site plan and review. In such cases the words “site plan” will replace “plat approval” wherever it appears above.								
POLICY 1.6.3.	Capital Improvements necessary for water supply concurrency will be identified and included in the annual update to the Capital Improvements Schedule.		X						
OBJECTIVE 1.7. INTERGOVERNMENTAL COORDINATION	Intergovernmental cooperation and coordination shall be established and maintained in order to plan for and provide the best methods for providing efficient, cost-effective, and environmentally sound public facilities and services.		X						
POLICY 1.7.1.	Effective administrative and procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy cluster, at a minimum, shall include the following actions:		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	a. The City shall establish formal and informal methods of contact and communication with adjacent and/or affected units of local government concurrent with the initiation of planning for new public facilities or improvements to existing public facilities for the purpose of interjurisdictional coordination in the planning, construction and operation of such facilities, where appropriate. b. Administrative and procedural mechanisms shall be used to more effectively coordinate, plan and provide public facilities and services.								
OBJECTIVE 1.18. ORMOND CROSSINGS ACTIVITY CENTER	The Ormond Crossings Activity Center provides the City with the opportunity to master plan a mixed-use development, including the needed public facilities required to meet the minimum levels of service established in this Comprehensive Plan.							X	Corrected Objective number from 1.18. to 1.8.
POLICY 1.18.1.	The City shall monitor the progress of the development to analyze and where necessary, amend the <u>Capital Improvements Element (CIE)</u> and other related elements to ensure that public infrastructure and facilities are in place to ensure that minimum levels-of-service are maintained at the lowest possible cost to the City. The following is a list of improvements that may be required, as identified in the Ormond Crossings Activity Center Development Agreement. This list is to be used for general planning purposes and provide guidelines to the City. This policy shall not be interpreted to mean that changes to the development plan for the identified improvement cannot occur in the							X	Corrected Policy number from 1.18.1. to 1.8.1. Spell out Capital Improvements Element Hyphenated level-of-service

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Capital Improvements Element, February 18, 2025									
	future. Given the potential time needed for this project to reach buildout, changes are to be expected. This policy provides a process and background for future capital planning efforts of the City.								
SCHEDULE OF IMPROVEMENTS	The tables on the following pages of the Capital Improvements Element will be used to effectively stage the timing, estimated cost, and revenue sources of the capital improvements projected for the future. All items listed are consistent with individual Comprehensive Plan Elements. The first part of each table will include the projected improvements for the period between Fiscal Years 2008-09 and 2012-13 in one (1) year increments. The table also specifies the type of work that is needed such as addressing an existing deficiency, a projected deficiency, or if the project consists of a repair, renovation or replacement of an existing facility. <u>The Schedule of Improvements are based upon the annual Ormond Beach Capital Improvement Plan and the capital improvements of other organizations such as Volusia County School Board and the Transportation Planning Organization.</u>							Amended to delete date reference. Added sentence regarding the Ormond Beach Capital Improvement Plan.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Capital Improvements Element, February 18, 2025								
MONITORING / EVALUATION	The Capital Improvements Element requires a continuous program for monitoring and evaluation, and pursuant to Chapter 163, F.S., the Element must be reviewed every year to ensure that the fiscal resources are available to provide public facilities needed to support adopted LOS <u>Level-of-Service</u> standards. Programs that will be adopted to ensure that the Goals, Objectives and Policies established in the Capital Improvements Element include: a. The Concurrency Management System (described in the Introduction Section). b. Annual review of the CIE <u>Capital Improvements Element</u>. c. Annual review of the City’s budget to determine if all capital improvement projects are consistent with all Comprehensive Plan Elements and that the proposed projects will further the Goals, Objectives and Policies of the Comprehensive Plan.							Updated text and spelled out acronyms.

****Note the Schedule of Capital Improvements Element was updated on March 4, 2025 and no changes are proposed.**

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
Headers/Footers	INTERGOVERNMENTAL COORDINATION ELEMENT GOALS, OBJECTIVES AND POLICIES							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. COORDINATION	THE CITY SHALL ESTABLISH AND MAINTAIN EFFECTIVE COORDINATION TO ADDRESS MULTI-JURISDICTIONAL ISSUES OF CONCERN AND TO IMPLEMENT THE CITY’S COMPREHENSIVE PLAN.		X						No change
OBJECTIVE 1.1. CAPITAL IMPROVEMENTS	The City shall provide public facilities in a timely and efficient manner, coordinating planning, acquisition, development, funding, and improvements with other governments and agencies to the greatest extent possible.		X						No change
POLICY 1.1.1.	Intergovernmental cooperation and coordination shall be maintained in order to plan for and provide efficient, cost effective, and environmentally sound public facilities and services.		X						No change
POLICY 1.1.2.	Effective procedural mechanisms which promote the coordination, planning and provision of public facilities and services shall be used at every possible opportunity. Adherence to this policy, at a minimum, shall include the following actions: a. The City shall maintain formal and informal channels of communication with appropriate units of government in order to			X					A municipality cannot withhold permitting based on F.S. 166.033.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	provide opportunity for interjurisdictional coordination in the planning, construction and operation of new or expanded public facilities. b. The City shall continue to review all Army Corps of Engineers (ACOE), Florida Department of Environmental Protection (DEP) and St. Johns River Water Management District (SJRWMD), permit applications and offer comments to the permitting agency in a timely manner in order to ensure that such permits are consistent with City policy. e. On an ongoing basis, the City shall provide information on Cultural Affairs programs, economic development, public safety, active and passive recreation, transportation, and utilities capital improvement projects with adjacent and/or affected governments and utilities. d. The City shall coordinate with Federal, State, regional and local permitting agencies to ensure that all permits be received by the time of the issuing of a development order.								
POLICY 1.1.23.	The City shall maximize grant and revenue funds for capital improvement projects.							X	No change to text. Re-number policy.
OBJECTIVE 1.2.	The City shall coordinate and cooperate with other governmental units and agencies to		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
COASTAL MANAGEMENT	effectively and efficiently manage coastal resources.								
POLICY 1.2.1.	The City shall cooperate with the Volusia Council of Governments (VCOG) to establish and maintain intergovernmental coordination mechanisms as needed for the proper management of coastal resources.			X					Proposed to be deleted. Volusia Council of Government was dismembered around 2012.
POLICY 1.2.21.	The City shall review the Comprehensive Plans and any amendments thereto of the adjacent municipalities, Volusia County, and Flagler County to determine if coastal resources including the Halifax River, the Tomoka River and its tributaries, the barrier island, and any associated wetlands are being managed in a consistent manner.							X	No change to text. Re-number policy
POLICY 1.2.32.	The City shall cooperate as provided for by the Volusia County Home Rule Charter and State Statutes in joint planning and management programs with adjacent municipalities and counties and other public agencies that operate governments within its boundaries for mosquito impoundments, beach renourishment, hurricane evacuation, provision of public access, providing water dependent use sites, controlling stormwater, reducing wastewater treatment plant discharges into the lagoon, and coordinating efforts to protect designated and other rare species.	F.S. 163.3177(h)1						X	Remove specifics. The city shall coordinate joint planning and management with all agencies that operate within its boundaries, regardless of type of use. Add Volusia to County Home Rule Charter for clarification. Re-number policy

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.2.-4.3.	The City shall maintain an intergovernmental coordination mechanism that provides potentially affected municipalities, counties, and agencies opportunities for review and comment of development proposals.							X	No change to text. Re-number policy
POLICY 1.2.45.	The City shall encourage the State and regional permitting agencies to require that a proposed project not be consistent with local government comprehensive plans and land development regulations before issuing a development permit.	F.S. 163.3177(h)2						X	Remove the word not. Encouragement of consistency to local regulations is the goal of this policy. Re-number policy
POLICY 1.2.-6.5	The City, in cooperation with the <u>Florida Department of Environmental Protection DEP</u> , shall support the protection of the Tomoka Marsh Aquatic Preserve in accordance with the <u>Florida Department of Environmental Protection DEP</u> Management Plan and the City Comprehensive Plan.							X	Removal of acronyms. Re-number policy Note: https://floridadep.gov/sites/default/files/Tomoka-Marsh-AP-Management-Plan.pdf
POLICY 1.2.-7.6	The City shall cooperate with the County in the development and implementation of minimum standards for environmental protection in accordance with the Volusia County Home Rule Charter.							X	No change to text. Re-number policy
POLICY 1.2.-8.7	The City shall work cooperatively with Flagler County to ensure responsible development in the upstream portions of the Tomoka River watershed such that the River is not adversely impacted.							X	No change to text. Re-number policy

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.2. <u>89</u> .	The city shall continue to monitor and implement legislative changes in environmental protection measures.							X	No change to text. Re-number policy Public comment: The city is working with Volusia League of Cities and the Florida League of Cities monitor and provide summaries of state law changes!! This is like putting the fox in the hen house.
POLICY 1.2. 40 . <u>9</u>	On a continuous basis the City shall review and implement stormwater quality programs and regulations as proposed by the Federal Environmental Protection Agency, the <u>Florida Department of Environmental Protection</u> DEP , and the <u>St. Johns River Water Management District</u> SJRWMD .							X	Removal of acronyms. Re-number policy
POLICY 1.2. 44 . <u>10</u>	The City shall support and participate in the preparation of management plans, water quality studies, and sampling programs in conjunction with Volusia County, the East Central Florida Regional Planning Council (ECFRPC), the <u>St. Johns River Water Management District</u> SJRWMD , the Department of Health and Rehabilitative Services , and the <u>Florida Department of Environmental Protection</u> DEP .							X	Language: Department of Health name has changed and no longer includes Rehabilitative Services. Removal of acronyms. Re-number policy
POLICY 1.2. 42 . <u>11</u>	Land use decisions shall be consistent with the natural resource protection policies contained within the East Central Florida Strategic Regional Policy Plan and the State Comprehensive Plan.							X	No change to text. Re-number policy Note: State Comprehensive Plan F.S. Ch 187

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.2.-43. 12	The City shall review proposed development activity for consistency with appropriate portions of resource management protection plans- <u>Land Development Code</u> sections and <u>Comprehensive Plan</u> policies addressing the estuaries, beach and dune systems, and the barrier island.—The following criteria shall apply in implementation of this policy: a.— The City shall forward all development proposals adjacent to the Tomoka River Aquatic Preserve to the DEP for its review and comment. b.— The City shall cooperate with State and regional efforts to coordinate management of the Tomoka Marsh Aquatic Preserve, including participation in watershed committees, basin-wide stormwater management planning, and development of best management practices. c.— The City shall assist the ECFRPC and the SJRWMD in the protection of regionally significant coastal resources.							X	Remove specifics requirements, the shall support the protection of estuaries, beach and dune systems and the barrier island. Florida Department of Environmental Protection reviews development plans for consistency with appropriate resource management protection plans. The City reviews for compliance with the Land Development Code and Comprehensive Plan. Re-number policy.
OJECTIVE 1.3. CONSERVATION	The City shall, through cooperative programs and intergovernmental coordination, and through membership in various intergovernmental coordination organizations, promote and foster the effective conservation of natural resources.		X						No change.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.3.1.	The City, in cooperation with other governments and governmental agencies shall protect the floodplain, and maintain the surface water quality, as well as native aquatic and wetland floral and faunal species diversity of the upper Halifax River, the Tomoka River and its tributaries.		X						No change
POLICY 1.3.2.	The City shall continue to cooperate with State and regional agencies and adjacent local governments in updating information available on floral and faunal species, significant habitat areas, wildlife movement corridors, and existing and necessary protection mechanisms.		X						No change
POLICY 1.3.3.	The City shall, continue to work in partnership with Volusia County on matters related to designated species.		X						No change
POLICY 1.3.4.	Basin-wide management programs shall assure that historic stream courses are not channelized or impeded but retained in their current condition.		X						No change
POLICY 1.3.5.	The City shall support the maintenance of the “Outstanding Florida Waters” status for that portion of the Tomoka River extending from US 1 to US 92.		X						No change
POLICY 1.3.6.	The City shall, in cooperation with local, regional, and State agencies, <u>continue to implement the sStormwater management Master Plan</u> that maintains or improves ambient surface							X	Modified text. The city has already implemented the stormwater master plan and shall continue to do so.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	water quality and protects natural drainage features. (See Utilities Element for criteria).								
POLICY 1.3.7.	On a continuous basis, the City shall cooperate with Federal, State, regional, and local agencies to acquire and/or protect unique, environmentally sensitive, or recreationally significant properties.		X						No change
POLICY 1.3.8.	On a continuous basis, the City shall coordinate the identification and protection of significant archeological, historical, and paleontological sites with the appropriate agencies and organization.		X						No change
POLICY 1.3.9.	The City shall continue to cooperate with Federal, State and local agencies to maximize the protection of natural floodplain functions and to improve floodplain information.		X						No change
POLICY 1.3.10.	On a continuous basis, the City shall coordinate and cooperate with adjacent governments and agencies to ensure the protection of wildlife corridors and significant floral and faunal habitats, which extend into contiguous jurisdictions.		X						No change
POLICY 1.3.11.	The City shall coordinate and cooperate with other governments and agencies to preserve air quality when presented with appropriate opportunities.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.3.12.	On a continuous basis, the City shall coordinate and cooperate with <u>State and</u> local governments, the <u>Florida Department of Environmental Protection FDEP</u> , and the <u>St. Johns River Water Management District SJRWMD</u> to ensure that mineral extraction sites are reclaimed according to current law and permit requirements.							X	Removal of acronyms and addition of the word State to clarify policy is not solely referencing local governments.
POLICY 1.3.13.	The City shall maintain standards in the Land Development Code for the identification and management of potentially significant <u>cultural</u> , <u>historical</u> , archaeological or paleontological resources.							X	Added word historical for consistency with Cultural and Historical Resources Element.
OBJECTIVE 1.4. RECREATION AND OPEN SPACE PARKS AND RECREATION	The City shall cooperate and coordinate with adjacent local governments and other public agencies to effectively and efficiently provide acceptable and affordable levels of service standards for municipal <u>parks</u>, recreation and open space facilities.							X	Language change consistent with updated element title Parks and Recreation.
POLICY 1.4.1.	The City shall cooperate and coordinate with other government agencies to develop waterfront recreation facilities.		X						No change
POLICY 1.4.2.	The City shall continue to encourage Volusia County and the State to provide well-maintained high-quality beach accesses with adequate parking to serve the park.							X	Deleted to serve the park.
POLICY 1.4.3.	On a continuous basis, the City shall encourage Volusia County to maintain and improve existing		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	beach access and provide future access when needed in a manner which does not create a negative impact on Ormond Beach.								
POLICY 1.4.4.	The City shall cooperate with other governments and agencies to provide a safe and effective bicycle facilities network. The following criteria shall apply in implementation of this policy: a. The City shall cooperate with <u>the</u> Florida Department of Transportation (DOT), <u>Florida Department of Environmental Protection</u> DEP, <u>VCOG</u>, <u>Metropolitan Transportation Planning Organization</u> (MPO), Volusia County, and the School Board to develop an interconnected bicycle facilities network. b. The City shall cooperate with VCOG, the School Board, law enforcement agencies, and the <u>Florida Department of Transportation</u> FDOT to promote a bicycle safety program.; this shall include a program in the schools and a media information program. c. The City shall maintain the requirements for the provision of bicycle lanes and racks through the Land Development Code.						X	Removal of acronyms. Language update to Transportation Planning Organization no longer MPO and Volusia Council of Government was dismembered in 2012. Removes specific requirements for promoting bicycle safety programs. Florida Department of Transportation and the Transportation Planning Organization continue to implement bicycle safety programs that the City supports. Public comment: These policies we are agreeing to cooperate and actively participate with the League of Cities. Once again I am very concerned with the direction the city is taking with this 2045 Comprehensive Plan update as it will lead the city down a very slippery slope. I cannot stress enough I do not think the 2045 Comprehensive Plan should be any more than is legally mandated by the state a bare bones document. Note: staff has removed reference of coordination with Volusia League of Cities based on public comment.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.4.5.	The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and agencies to develop the most cost-effective services to the public.		X						No change
POLICY 1.4.6.	The City shall work in cooperation with the School Board and the <u>Transportation Planning Organization</u> MPO—to develop and implement Bike/Ped <u>Bicycle/Pedestrian</u> School Safety Studies.							X	MPO is now TPO- Transportation Planning Organization removal of acronyms.
POLICY 1.4.7.	The City shall continue to submit grant applications when appropriate and applicable, under programs sponsored by Federal, State, regional governments, and <u>Volusia County (Volusia Forever)</u> . the County Land Acquisition Trust Fund.							X	Volusia Forever is Volusia County’s land acquisition program.
POLICY 1.4.8.	The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.		X						No change
OBJECTIVE 1.5 CULTURAL AND HISTORICAL RESOURCES AFFAIRS	The City shall continue to promote cultural affairs and historical resources through coordination and cooperation with other governments and agencies.							X	The reference of Cultural Affairs is being amended through the entire Comprehensive Plan to Cultural and Historical Resources consistent with the State Comprehensive Plan

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.5.1.	The City shall continue to identify and pursue outside funding sources when appropriate and applicable, by monitoring the availability of cultural grants and funds on an on-going basis.		X						No change
POLICY 1.5.2.	In cooperation with Volusia County, the City shall ensure that Ormond Beach residents have adequate and acceptable access to a fully-operational public library system.		X						No change
POLICY 1.5.3.	The City shall coordinate with the County Library to maximize public participation.		X						No change
OBJECTIVE 1.6. HOUSING	The City shall continue to coordinate with the appropriate public agencies to provide affordable housing.		X						No change
POLICY 1.6.1.	The City shall continue to coordinate with Volusia County, the State of Florida, and the Department of Housing and Urban Development (HUD) to provide Community Development Block Grant funds to eligible persons.							X	Removal of acronym
POLICY 1.6.2.	On an ongoing basis, the City staff shall research and make available to the City Commission, information about all new Federal, State, and local housing assistance programs.			X					City staff is not engaging in the research of housing assistance programs.
POLICY 1.6.23.	The City shall cooperate with the Florida Department of Children and Families to ensure the availability of adequate sites for group homes or foster care facilities.							X	Added the. Re-number policy.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.6.4.	The City shall continue to coordinate its housing programs with those of Volusia County and the adjacent municipalities.			X					City does not have housing programs. Volusia County provides these programs.
OBJECTIVE 1.7. LAND USE	The City shall coordinate the review of proposed development activity with adjacent local governments and with State, regional, and local public agencies.		X						No change
POLICY 1.7.1.	The City shall cooperate with the appropriate local governments and public agencies to promote compact development patterns and to discourage urban sprawl.	Consistent with F.S. 163.3177 (a)2. h.	X						No change
POLICY 1.7.2.	The City shall continue to coordinate with local, State and regional agencies to ensure public infrastructure and facilities will be provided concurrent with the impacts of development as mandated by Florida Statutes.		X						No change
POLICY 1.7.3.	The City shall continue to request that State and regional permitting agencies not permit a project unless the development proposal is consistent with the City Comprehensive Plan and Land Development Code.			X					If inconsistent with Comprehensive Plan or Land Development Code, the City would be the entity to deny a permit request.
POLICY 1.7.4.3	The City shall actively participate in organizations formed to promote systematic growth and development, including the <u>East Central Florida Regional Planning Council</u> ECFRPC, the <u>VCOG</u> , the <u>Transportation Planning Organization</u> MPO, and Volusia Growth Management Commission, to	Consistent with F.S. 163.3177(a)2 . h.						X	Removal of acronyms and update to Volusia League of Cities, Volusia Council of Governments was dismembered in 2012. Re-number policy. Public comment: These policies we are agreeing to cooperate and actively

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	discourage urban sprawl adjacent to or near the City’s urban fringe.								participate with the League of Cities. Once again I am very concerned with the direction the city is taking with this 2045 Comprehensive Plan update as it will lead the city down a very slippery slope. I cannot stress enough I do not think the 2045 Comprehensive Plan should be any more than is legally mandated by the state a bare bones document. Note: staff has removed reference of coordination with Volusia League of Cities based on public comment.
POLICY 1.7.5.4	The City shall work cooperatively with Flagler County, adjoining cities, and Volusia County to ensure that development in the upstream portions of the Tomoka River watershed does not adversely impact water quality of the Tomoka River.							X	No change to text. Re-number policy.
POLICY 1.7.6.	The City shall resolve annexation issues through its active participation in the Volusia Growth Management Commission.			X					Volusia Growth Management Commission (VGMC) reviews land use changes, and does not review annexations.
OBJECTIVE 1.8. TRAFFIC CIRCULATION	The City shall continue to coordinate its transportation plans with Federal, State, regional, and local agencies in order to maintain the adopted level-of-service.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.8.1.	The City shall continue to coordinate transportation planning and the provision of transportation facilities with the appropriate public agencies to the maximum extent feasible.		X						No change
POLICY 1.8.2.	The City shall continue to coordinate and cooperate with the <u>Federal Aviation Administration</u> FAA and <u>the Florida Department of Transportation</u> FDOT to operate the Ormond Beach Municipal Airport.							X	Removal of acronyms
POLICY 1.8.3.	The City shall coordinate its transportation planning with Volusia County 2035 Long Range Transportation Plan (VCLRTP) , <u>the Transportation Planning Organization MPO</u> , Volusia County, <u>the Florida Department of Transportation</u> FDOT , Votran, VCOG , and other appropriate agencies to the maximum extent feasible.							X	Connect 2045 Long Range Transportation Plan (LRTP) is a plan of/from the Transportation Planning Organization. Coordination should occur with the agency and not the specific document. Removal of acronyms and update to Volusia League of Cities, Volusia Council of Governments was dismembered in 2012. Public comment: Again The League of Cities has been actively involved in promoting the New Green Deal, a comprehensive plan aimed at addressing climate change and economic inequality. How can the city think this is an appropriate agency to work with. AN organization that has its own agenda. Note: staff has removed reference of coordination with Volusia League of Cities based on public comment.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.8.4.	The City shall coordinate proposed transportation Level-of-Service Standards with <u>the Florida Department of Transportation</u> FDOT and adjacent local government jurisdictions.							X	Removal of acronyms
POLICY 1.8.5.	The City shall continue to request <u>support</u> that the County collect and disburse transportation impact fee funds in impact fee zones that are designed to ensure that the payer of the fee is in fact the benefactor of the fee.							X	Volusia County is already doing this and the city supports it.
POLICY 1.8.6.	The City shall develop in association with Votran and the Volusia County Metropolitan <u>Transportation</u> Planning Organization multi-modal strategies that <u>seek to</u> reduce vehicle-miles traveled.							X	Organization is now Transportation Planning Organization (TPO)
POLICY 1.8.7.	Ormond Beach will support proposed TCEAs for road corridors east of Interstate 95 in the adjacent jurisdiction of The City of Daytona Beach when such TCEAs include multi-modal transportation strategies that are complementary to the City's TCEAs.			X					Daytona Beach has made decisions on their Transportation Concurrency Exception Areas.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
OBJECTIVE 1.9. UTILITIES	The City shall coordinate the provision of utilities infrastructure and service with Federal, State, and local agencies.		X						No change
POLICY 1.9.1.	The City shall coordinate the provision of potable water with Federal, State, and local agencies and develop intergovernmental responses to groundwater problems.		X						No change
POLICY 1.9.2.	The City shall provide raw water to its residents in cooperation with the DEP Florida Department of Environmental Protection, the SJRWMD St. Johns River Water Management District, and Volusia County.							X	Removal of acronyms
POLICY 1.9.3.	The City shall continue to provide solid waste collection in cooperation with DEP the Florida Department of Environmental Protection and Volusia County.							X	Removal of acronyms
POLICY 1.9.4.	The City and the County shall work in cooperation to implement the hazardous waste management program.		X						No change
POLICY 1.9.5.	The City shall coordinate and cooperate with adjacent jurisdictions to participate in basin-wide stormwater management studies for the Halifax River and Tomoka River.		X						No change
POLICY 1.9.6.	The City shall participate in drainage studies for the Halifax River and Tomoka River basins, when available or through direct coordination with affected entities.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
OBJECTIVE 1.10. CONFLICT RESOLUTION	Maintain and increase the use of intergovernmental planning agencies for discussion and resolution of multi-jurisdictional issues. This objective shall be achieved through the implementation of the policies associated with this objective.		X						No change
POLICY 1.10.1.	Continue active membership and support of intergovernmental planning agencies to resolve issues and disputes through mechanisms such as VCOG, MPO—Transportation Planning Organization, VGMC—Volusia Growth Management Commission, ECFRPC and the East Central Florida Regional Planning Council and the Florida Growth Management Conflict Resolution Consortium.							X	Removal of acronyms and Volusia Council of Governments was dismembered in 2012. Public comment: Again The League of Cities has been actively involved in promoting the New Green Deal, a comprehensive plan aimed at addressing climate change and economic inequality. How can the city think this is an appropriate agency to work with. AN organization that has its own agenda. Note: staff has removed reference of coordination with Volusia League of Cities based on public comment.
POLICY 1.10.2.	Support the efforts to plan for the regional management of water resources.							X	No change to text. Correct policy number punctuation.
POLICY 1.10.3.	Work with VGMC <u>the Volusia Growth Management Commission</u> to ensure coordination of all planning activities mandated by the Comprehensive Plan.							X	Removal of acronyms

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.10.4.	For comprehensive plan disputes, the City shall use the Volusia Growth Management Commission’s dispute resolution process.				X				Added to clarify City’s dispute resolution process for Comprehensive Plan amendments consistent with other municipalities in Volusia County
OBJECTIVE 1.11. JOINT PLANNING AREAS	Identify, implement, and coordinate joint planning areas for annexation and service provision.	F.S. 163.3177(h)1 . a.	X						No change
POLICY 1.11.1.	The City shall provide Volusia County notice, as required by Florida Statutes, of all annexations. will continue to coordinate with the Volusia Council of Governments, VGMC, Volusia County, the Cities of Holly Hill and Daytona Beach, and other jurisdictions when annexations occur.							X	Clarify that the City notices Volusia County of annexations, as required by Florida Statutes.
POLICY 1.11.2.	The City will provide a copy of its published or posted notice of annexation, to the Volusia County Council as required by Florida Statutes as amended.		X						No change
POLICY 1.11.3.	The City will continue to provide potable water and sewer service within its identified service boundary areas.		X						No change
POLICY 1.11.4.	The City will continue to coordinate procedures through interlocal agreements with Volusia County and other adjoining jurisdictions, as appropriate, on the review of development orders and guaranteed compliance with the City of		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	Ormond Beach Land Development Code for projects requesting City utility services.								
POLICY 1.11.5.	The City will promote sound growth management by providing city services to contiguous areas before non-contiguous areas.		X						No change
POLICY 1.11.6.	The Interlocal Service Boundary Agreement adopted by the City of Ormond Beach Commission by Ordinance No. 2014-27, and the Volusia County Council by Ordinance 2014-12, is hereby adopted within the eComprehensive pPlan by reference, said agreement having been recorded on August 28, 2014, at Book 7026, Pages 8786 through 895, of the Public Records of Volusia County, Florida. <u>The Interlocal Service Boundary Agreement and was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project.</u>						X	Modified to add the second amendment for the RidgeHaven project and the ISBA renewal. Modified to add extension to 2034.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	<u>The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.</u>								
POLICY 1.11.7.	A Municipal Service Area (MSA) is hereby established between the City <u>Ormond Beach</u> and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation.							X	Change City to Ormond Beach.
POLICY 1.11.8.	Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Ormond Beach have established an Interlocal Service Boundary Agreement (ISBA) effective and recorded on August 28, 2014, at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida. <u>The Interlocal Service Boundary Agreement and as was amended effective and recorded on October 11, 2019, at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida for the first amendment related to the Plantation Oaks project. The Interlocal Service Boundary Agreement was amended effective and recorded on March 30, 2022, at Book 8228, Pages 1974 through 1978, of the</u>							X	Modified to add the second amendment for the RidgeHaven project and the renewal.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	<u>Public Records of Volusia County, Florida for the second amendment related to the RidgeHaven project.</u> <u>The Interlocal Service Boundary Agreement was renewed by Ormond Beach and Volusia County until August 28, 2034 effective and recorded on August 28, 2024, at Book 8601, Pages 1751 through 1782, of the Public Records of Volusia County.</u> The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the <u>ISBA Interlocal Service Boundary Agreement</u>.								
POLICY 1.11.9.	The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its Comprehensive Plan to the lands within the <u>Municipal Service Area (MSA)</u> in advance of the annexation of those lands.							X	Added term for MSA- Municipal Service Area
OBJECTIVE 1.12. JOINT PROCESSES FOR COLLABORATIV E PLANNING AND DECISION MAKING	Identify and describe joint processes for collaborative planning on population projections, school siting, facilities subject to concurrency, facilities with countywide significance, and problematic land uses.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.12.1.	The City <u>shall utilize population information from the United States Census. In the years where the United States Census is not published, the City shall use the population projections of the University of Florida Bureau of Economic and Business Research.</u> will continue to coordinate with the Volusia County Growth Management Department, the Volusia Council of Governments, the MPO, the University of Florida Bureau of Economic and Business Research, and other agencies in order to develop citywide and countywide population projections that include expected growth shown in the Comprehensive Plan for the City. In addition, the City will use these mutually agreed upon and coordinated population figures in the Comprehensive Plan.							X	The City utilizes the Census and University of Florida Bureau of Economic and Business Research to determine population projections.
POLICY 1.12.2.	City staff will coordinate annually, or more often as needed, with Volusia County staff for the purpose of determining future unincorporated area needs for water and sewer within each respective unincorporated area served by the county.		X						No change
POLICY 1.12.3.	The City will forward requests for access to County or State maintained roadways to each respective agency for comment concerning their respective plans and policies.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 1.12.4.	The City will coordinate with service providers that have no regulatory authority over the use of land in the City to develop recommendations that address ways to improve coordination of the City’s concurrency management methodologies and systems, and levels-of-service.		X						No change
POLICY 1.12.5.	The City will enter into an interlocal agreement with Volusia County for joint projects identified in the City’s Stormwater Management Master Plan and the Volusia County’s Stormwater Management Plan Program.							X	Modified language consistent with City and County plans/programs.
POLICY 1.12.6.	The Planning Department will coordinate concurrency reviews with the respective City Departments, Volusia Council of Governments and any other agencies as deemed appropriate and necessary.							X	Remove specific agency listed.
POLICY 1.12.7.	The City will continue to coordinate with Volusia County for the provision of countywide facilities, including but not limited to, solid waste disposal and the Volusia County Emergency Operations Center.		X						No change
POLICY 1.12.8.	The City will forward notice of proposed future land use plan policies related to hurricane shelters and evacuation routes, as well as map amendments resulting in an increase in population within coastal high hazard areas, to the ECFRPC <u>East Central Florida Regional Planning Council</u> and the Volusia County							X	Removal of acronyms

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	Emergency Management Department to determine hurricane shelter space availability and the effect of increased evacuating populations on evacuation clearance times and routes.								
POLICY 1.12.9.	The City shall forward site plans to Votran in accordance with defined thresholds as stated in the Volusia County Transit Design Guidelines.		X						No change
GOAL 2. JOINT PLANNING PROCESS	ESTABLISH AND MAINTAIN A COOPERATIVE RELATIONSHIP BETWEEN THE CITY OF ORMOND BEACH AND SCHOOL DISTRICT TO PROVIDE AN EFFECTIVE JOINT PLANNING PROCESS INCLUDING PROCEDURES TO COORDINATE LAND USE PLANNING WITH THE DEVELOPMENT OF SCHOOL FACILITIES INCLUDING PUBLIC SCHOOL SITING, CALCULATION POPULATION PROJECTIONS, AND PROVIDE FOR THE DEVELOPMENT OF PUBLIC EDUCATION FACILITIES CONCURRENTLY WITH RESIDENTIAL DEVELOPMENT AND OTHER PUBLIC FACILITIES AND SERVICES.	F.S. 163.3177(h)2	X						No change
OBJECTIVE 2.1. INTERGOVERN MENTAL COORDINATION	The City of Ormond Beach shall establish coordination mechanisms with the School Board to achieve a collaborative effort to identify school needs, provide for school		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Intergovernmental Coordination Element, February 18, 2025										
	facilities and implement school concurrency using consistent supporting data and analysis.									
POLICY 2.1.1.	In cooperation with the School Board, the City of Ormond Beach shall adopt and continue to implement the interlocal agreement as required by Section 1013.33 F.S., which includes procedures for: a. Coordinating and sharing information; b. Educational and ancillary siting procedures; c. Comprehensive Plans and plan amendment review; d. Site design and development plan review; e. Joint development of schools, parks and other uses; f. School concurrency implementation; g. Implementation and amendments; and h. Resolution of disputes.							X	Remove specific requirements. City has adopted interlocal agreement with school board and shall continue to implement as required by F.S. 1013.33	
POLICY 2.1.2.	In accordance with the schedule established in the interlocal agreement, the City of Ormond Beach shall continue to send a representative to meet with School Board and other local government representatives to review data and annually approve a projection of the amount, type, and distribution of population growth and student enrollment. Data shall include but not be limited to: a. Capital budgets for each jurisdiction;								X	Remove specifics requirements. Volusia County School Board hosts bi annual technical committee to review student enrollment and population growth.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	b. School Board five-year facilities work program; e. School Board educational plant survey (every fifth year); d. Volusia County five-year road improvement program; e. Anticipated new development, infill development and redevelopment; and f. Student enrollment and school utilization including portable classroom assignments.								
POLICY 2.1.3.	The City of Ormond Beach shall provide the School Board with a copy of each Planning Board and Council/Commission agenda.			X					The City provides the school board with school concurrency applications for residential developments and monthly development reports.
POLICY 2.1.4.3.	The City of Ormond Beach and the School Board shall coordinate the acquisition and development of sites for future educational and ancillary facilities in accordance with the process established in the interlocal agreement.							X	No change to text. Re-number policy
POLICY 2.1.5.4	The City of Ormond Beach shall continue to implement school concurrency and Section 206 of the Volusia County Charter. no later than February 1, 2008.							X	Remove date reference. Re-number policy
POLICY 2.1.6.	The City of Ormond Beach shall provide notice to adjacent jurisdictions as required by the Volusia County Interlocal Agreement for School Planning when school capacity in the adjacent jurisdiction is anticipated to be applied to meet			X					The School board is required to notice to adjacent jurisdictions for residential developments through their concurrency review process

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
	concurrency requirements for proposed residential development.								
OBJECTIVE 2.2. MONITORING AND EVALUATION	The City of Ormond Beach shall regularly monitor and evaluate the implementation of the Public School Facilities Element to assure compliance with the provisions of the Comprehensive Plan and the interlocal agreement, to assure the use of best practices in the joint planning of school facilities, and to provide for the continuing coordination of school planning.		X						No change
POLICY 2.2.1.	In accordance with the interlocal agreement but no less than once per year, the City of Ormond Beach shall submit a report to the School Board reporting on the implementation actions and coordinated planning efforts for planning and developing school facilities including joint development opportunities. If the School Board finds that implementation of the plan or interlocal agreement is not occurring, the School Board shall make recommendations to the City of Ormond Beach of steps necessary to achieve successful implementation.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Intergovernmental Coordination Element, February 18, 2025									
POLICY 2.2.2.	For each Comprehensive Plan amendment reviewed by the Volusia Growth Management Commission (VGMC), the City of Ormond Beach shall identify in the VGMC <u>Volusia Growth Management Commission</u> application support materials how anticipated impacts of the proposed amendment to school facilities are addressed.							X	Removal of acronyms
POLICY 2.2.3.	The City of Ormond Beach shall appoint a citizen to serve as a member of the oversight committee created by the adopted Interlocal Agreement and shall appoint a staff member to serve on the technical committee created by the adopted Interlocal Agreement.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Cultural and Historical Resources Element, February 18, 2025										
Headers/Footers	CULTURAL AND HISTORICAL RESOURCES ELEMENT GOALS, OBJECTIVES AND POLICIES							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.	
GOAL 1. CULTURAL ACTIVITIES AND HISTORICAL RESOURCES	THE CITY SHALL MAINTAIN A BALANCE OF CULTURAL ACTIVITIES AND HISTORICAL RESOURCES APPROPRIATE TO RESIDENTS OF ALL AGES, NATIONAL ORIGINS, AND ECONOMIC LEVELS.							X	Update language consistent with Element title.	
OBJECTIVE 1.1. ACCESS AND DEVELOPMENT	The City shall maintain and improve access to its historic and cultural and <u>historical</u> resources and encourage the development of cultural programs of State and regional excellence.							X	Update language.	
POLICY 1.1.1.	The Leisure Services <u>Parks and Recreation</u> Department shall serve as a community arts agency to provide a mechanism for social and leisure interaction and awareness in the community. The Department shall organize, schedule, coordinate, promote and supervise cultural and <u>historical</u> civic activities such as a concert series, a community arts outreach program, continuing exhibits by local and -regional-national artists and other special events utilizing City and other public facilities.							X	Update language. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025	
POLICY 1.1.2.	The City’s cultural and <u>historical</u> activities and programs shall be determined through a continuous assessment of community needs, as identified through surveys, citizen responses, civic interaction, and population growth in conjunction with <u>the Parks and Recreation Element Policy 1.1.95</u> .							X	The referenced policy number should be 1.1.5 instead of 1.1.9. based on proposed changes to Parks and Recreation Element. Update language.	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.1.3.	The appropriate City advisory boards shall continue to provide advice and make recommendations on matters related to cultural and historical resources and activities, per the criteria in the City’s Land Development Code.							X	Update language.
POLICY 1.1.4.	The Leisure Services Department shall report the needs for building and grounds maintenance to the Chief Building Official and Facilities Maintenance Manager, respectively, to ensure orderly and responsible maintenance and conduct of facilities.			X					Proposed to be deleted. The Leisure Services Department is in charge of building and grounds maintenance and no longer reports to the Chief Building Official or Facilities Maintenance Manager.
POLICY 1.1.45.	The <u>Parks and Recreation</u> Department shall prepare and submit, in April of each year, an annual report, <u>as part of the budget process, which</u> that describes the status of cultural and historical affairs in the City. The report shall assess the general needs of the population, evaluate the City’s cultural and historical activities and programs, assess interdepartmental and intergovernmental areas of concern, and assess the condition of cultural and historical facilities. The annual report shall include recommendations for specific program changes, budgetary needs, and schedule of events.							X	Added text to clarify the Parks and Recreation Department and when the annual report is done. Update. Re-number as needed.
OBJECTIVE 1.2. MAINTENANCE	The City shall continue to maintain and improve cultural and historical facilities to prevent deterioration and to maintain the aesthetic qualities of the community.							X	Update language.
POLICY 1.2.1.	The Rockefeller Gardens Park shall be restored to its “Rockefeller Era” condition. Plans for the development of this Park have been programmed as part of the 2009–2014 5-year Capital Improvements Program.			X					This implementation policy has been completed. No longer needed.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.2.21.	The City will encourage private entities to create, maintain, and promote a new Birthplace of Speed Museum exhibit.							X	City Commission direction to keep this policy at the February 4, 2025, workshop.
POLICY 1.2.32.	The Ames House, cottage and grounds shall continue to be maintained <u>by the City</u> and used by the City’s Legal Department . The grounds shall continue to be available for use by civic groups and residents.							X	Remove references specifically to city department. Re-number as needed. HLPB 12/16/24 discussion to add “by the City”
POLICY 1.2.43.	The Bailey-Riverbridge Gardens Park shall continue to be maintained to prevent deterioration and to ensure public access and shall continue to be available for use by civic groups and residents.							X	No change to text. Re-number as needed.
POLICY 1.2.54.	The Indian Mound Park site shall be <u>maintained as a historical resource</u> . developed with amenities onsite such as an interpretation center that explains the history of Indians in the area and displays certain related artifacts. No playground or other non-archaeological facilities shall be permitted on the site.							X	Updated language. Re-number as needed.
POLICY 1.2.65.	The building and landscaping at the Senior Center/Performing Arts Center shall continue to be properly maintained.							X	No change to text. Re-number as needed.
POLICY 1.2.6.	<u>The building and landscaping at the Stout-MacDonald House shall continue to be properly maintained.</u>				X				HLPB 12/16/24 discussion to include maintenance of the Stout-MacDonald House
POLICY 1.2.7.	The Quality of Life Board, the Public Works Department and the Leisure Services <u>Parks and Recreation</u> Department shall annually evaluate conditions at the City’s parks, recreation, and cultural facilities to ensure that the landscaping of such facilities							X	The referenced policy number should be the Parks and Recreation Element Objective 1.2. instead of Policy 1.1.9. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Cultural and Historical Resources Element, February 18, 2025								
	are is maintained in good condition and are aesthetically pleasing (pursuant to <u>the Parks and Recreation Element Objective 1.2. Recreation Policy 1.1.9).</u>							
POLICY 1.2.8.	The Ormond Memorial Art Museum and Gardens shall continue to be properly maintained and operated by the City so as to promote and encourage outstanding Florida Artists in accordance with a partnership between the City of Ormond Beach and the Ormond Memorial Art Museum, Inc., a Florida 501(c)(3) corporation. <u>The following criteria shall apply in implementation of this policy</u> <u>The responsibilities of each party are detailed in the service agreement, and must include the following criteria:</u> a. The Museum’s Malcolm Fraser Art Exhibit shall be properly maintained and available to the public free of an admission charge. Due to the public-private partnership as it relates to administration and maintenance, the Museum shall work cooperatively with the appropriate City departments to establish operational rules and regulations. b. The Ormond War Memorial Art Gallery Corporation is encouraged to continue functioning as an operating body to manage and direct the museum with responsibilities to publish newsletters, coordinate volunteer groups, curate exhibitions, grant writing, fund-raising, and outreach public relations projects with school and civic-related groups. The Ormond Memorial Art Museum, Inc. will function as the operating body of the Art Museum and Gardens. The Ormond Memorial Art Museum and Gardens are responsible						X	Updated language consistent with the agreement.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	<u>for administering professional programs and exhibitions.</u> c. Due to the public-private partnership as it relates to administrations and maintenance, the Museum shall work cooperatively with the appropriate City departments to establish operational rules and regulations. <u>The Malcolm Fraser Collection shall be properly maintained and exhibited to the public.</u>								
POLICY 1.2.9.	The Leisure Services Parks and Recreation Department and the Quality of Life Board will periodically consider creating an Art in Public Places Program, which may require that one (1%) percent of the value of all new industrial and commercial structures over \$500,000 or new public buildings be required to provide onsite art amenities for review by the Quality of Life Board and approval by the City Commission.							X	Removal of specific requirements. Program implementation will provide specifics. HLPB Discussion Item: see attached minutes. Discussion item resident comment: If the city does not have an Art in Public Places Program why are we dictating a formula to charge private business and industry to fund? Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
OBJECTIVE 1.3. FACILITIES AND PROGRAMS	The City shall develop fiscally sound cultural and historical facilities and programs.		X						No change
POLICY 1.3.1.	The City shall maintain the Friends of the Performing Arts Center, <u>Friends of Recreation</u> , and other foundations for the purpose of receiving and dispensing funds donated from various sources. This foundation shall be a City-sponsored, private, non-profit							X	No change to text. Remove extra space in 501(c)(3). Discussion item resident comment: Nonprofits or other foundations the city works with the city does not keep financial records. To find the information it needs to

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Cultural and Historical Resources Element, February 18, 2025									
	corporation US Code Title 26, 501(c)-(3) as registered with the State of Florida, Department of Agriculture and Consumer Services. By so doing, the City is eligible for receiving tax-deductible contributions and certain grants that are usually available only to non-profit organizations.								be requested form the nonprofit/ foundation, On September 13th I requested via a FOIA request the list of nonprofits the city deals with as of yesterday October 28th I am still waiting for a response. How can this policy as written be allowed in the comp plan? I recommend it be deleted. City Commission workshop (02.04.2025) – add Friends of Recreation.
POLICY 1.3.2.	The City shall continue to work with the Florida Department of State Florida Division of Arts and Culture for Florida Endowment Arts Fund Cultural Endowment Program monies for the purpose of establishing a City investment fund to generate interest income to offset operating expenses.							X	State has changed name of program to Cultural Endowment Program which is through the Florida Division of Arts and Culture
POLICY 1.3.3.	The City shall continue to financially support the cultural activities and programs offered by the Leisure Services <u>Parks and Recreation</u> Department.							X	Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.3.4.	The City shall continue to pursue outside funding sources by monitoring on an on-going basis, the availability of cultural and historical <u> grants and funds</u> . Applications shall be submitted in a timely manner to ensure procurement and proper outside agency review.							X	Update language.
POLICY 1.3.5.	A user fee system shall continue to be an integral and vital component of the overall funding mechanism for cultural and historical <u> programs and events</u> . The following criteria shall apply in implementation of this policy:							X	Update language.

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	a. The fee shall be reasonably established and shall not restrict access on the basis of affordability. b. The City shall periodically review the fee structures of other local government jurisdictions as a basis for determining the equity of the fee structure. c. Reasonable fees shall be established for the use of all City facilities based on the type of event, the particular facility and the expected number of people of attending. d. Fees shall be established, as necessary, for cultural programs such as dance, ballet, arts and crafts but shall not be established for admission into the <u>Ormond</u> Memorial Art Museum’s Malcolm Fraser Art Exhibit. e. The fee schedule shall be reviewed and updated on an annual basis.								
OBJECTIVE 1.4. SENIOR PROGRAMS AND FACILITES	The City shall operate <u>continue to facilitate</u> a senior citizen program and maintain a senior center facility that offers a diversity of activities and events to meet the full range of user interests.							X	Update language because the Council on Aging runs the program.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Cultural and Historical Resources Element, February 18, 2025								
POLICY 1.4.1.	The City, through the Leisure Services Parks and Recreation Department, shall provide services designed to increase community involvement and to improve employment cultural, historical, and recreational opportunities for the elderly.							X Updated language because the City does not provide employment opportunities for the elderly. HLPB discussion item. Discussion item resident comment: Should not the purpose of the Leisure Services department be leisure not finding the elderly employment opportunities? I find this policy needs to be modified or better yet deleted. Modify name of Leisure Services to Parks and Recreation – City Commission Workshop on 02.04.2025
POLICY 1.4.2.	The City shall, in cooperation with the Volusia County School Board, support efforts to increase the participation of the elderly in education and social service programs serving children.			X				 Proposed to be deleted, the Volusia County School Board is responsible for this effort and the council on aging runs the senior program. HLPB discussion item. Discussion item resident comment: Again why is the cultural and historical element of this plan going to work with the Volusia County School Board to increase the participation of the elderly or social service programs serving children ? As a member of the Special populations as defined above I find this policy in great need of modification or better yet be deleted.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.4.3.	The City shall continue to study the need and availability of adequate transportation for the elderly to facilitate participation in senior activities and events and to ensure adequate accessibility.			X					The City does not provide transportation for senior activities. Transportation needs are handled by Votran or Council on Aging.
POLICY 1.4.24.	The Senior Center shall offer facilitate support services for the elderly that provide mechanisms for achieving maximum self-sufficiency, self-support and personal independence.							X	Updated because the Council on Aging provides the programs and the City facilitates. Renumber
POLICY 1.4.35.	The City shall offer facilitate an active participation program for seniors, to include theatre productions, concerts, dancing, and arts and crafts.							X	Updated because the Council on Aging provides the programs and the City facilitates. Renumber
OBJECTIVE 1.5. SPECIAL EVENTS	The City shall support special events such as street fairs, festivals, performances, special audience programs (Very Special Arts), and art exhibits in developing a leisure time policy for use of recreation facilities to ensure a balanced recreation program that highlights the cultural and historical tradition of the City and supports the activity preferences of ethnic and racial groups by exposing the public to the music and art of different eras of time and of different folk cultures.							X	Update language.
POLICY 1.5.1.	The City shall consider, but not limit itself to, Special events including a downtown area festival, neighborhood festivals and other art festivals. The City shall also consider continue sponsoring and providing fireworks at the 4 th of July festival.							X	Update language. HLPB Discussion Item: City Commission is already sponsoring the 4 th of July festival.
OBJECTIVE 1.6.	The City will cooperate and coordinate with other local, State and Federal governments to ensure that cultural and historical services are available to City residents.							X	Update language.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical <u>Resources</u> Element, February 18, 2025									
INTERGOVERN- MENTAL COORDINATION									
POLICY 1.6.1.	Coordination shall be maintained with the State in the development of a strategy for the construction of arts facilities based on a City assessment of needs and capabilities. This shall be accomplished with the City assessment pursuant to <u>the Parks and Recreation Element Policy 1.1.95</u> . The following minimum criteria and procedures shall be adhered to in the implementation of this policy: a. Maintain an inventory of existing facilities, to include stage size, seating capacity, and display areas, which currently provide access to cultural activities. b. Develop criteria and procedures for evaluating and determining the locations, extent, and types of public need for additional facilities to provide public access to cultural activities and performances. c. Develop a strategy to encourage the renovation of existing facilities which show potential for future use in providing increased public access to cultural activities; and the construction of new facilities, as determined by need, which will provide additional public access to cultural activities. d. Develop a strategy for the identification and/or establishment of financial mechanisms necessary for the construction of arts and cultural activities.							X	Minor update to referenced policy number.

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	e. Develop a strategic plan based on the adopted Parks and Recreation Master Plan Study as it relates to cultural and historical services events, programs, and classes.								
POLICY 1.6.2.	The City shall strive to expand and strengthen organizational ties with outside agencies and the private sector. Increased emphasis shall be placed on financial support from the general public and the private sector to assist in the provision of increased cultural and historical opportunities in the region, so as to accomplish: a. An increased frequency of cultural and historical events; b. A reduction in participatory costs or greater availability of scholarships so that cultural and historical events are economically accessible to the region’s population; and c. Enhanced identification, preservation and use of historical properties and resources.							X	Update language.
OBJECTIVE 1.7. HISTORICAL RESOURCES	Historical resources listed on, or eligible for listing on the Florida Master Site File, or <i>National Register of Historic Places</i> shall be taken into consideration in development projects, with such programs and activities being implemented in a manner sufficient to protect and ensure the protection and preservation of historical and archaeological resources.							X	Update language.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.7.1.	Additions or modifications to <u>historical</u> resources shall ensure that the architectural form, qualities and integrity of those resources be protected, preserved, and enhanced as possible. If the additions or alterations are ever removed, the essential form and integrity of the historic structure will be unimpaired.							X	Update language.
POLICY 1.7.2.	The historic property shall be used for purposes that are the same as, or compatible with, the original uses(s), or as adaptive reuse in order to preserve and maintain the integrity of the original structure.		X						No change. Note: historic reference not modified as it relates to a specific designated property on Historic Landmarks List.
POLICY 1.7.3.	The identification and evaluation of adverse impacts on <u>historical</u> sites, structures or properties include assessments of, but are not limited to: a. The visual continuity of the historical resource’s immediate surroundings; b. The degree of compatibility between the historical resource and proposed land uses in the immediate vicinity; c. The maintenance of a historical resource with other ancillary or supporting structures and appurtenances such as fences, walkways, outbuildings, plants and trees which might be an important part of the entity’s history, function, or purpose; d. The maintenance of the relative prominence of a historical resource in terms of height, accessibility, view distance and linear distance from other buildings and structures; and							X	Updated language for name of Florida Division of <u>Historical</u> Resources. Update language consistent with Element title.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	e. Prior to the approval for a development or project, a determination of the effects on any historical resource that is included in or eligible for inclusion in the <i>National Register of Historic Places</i> and locally designated landmarks and districts shall be made, with consultations being undertaken with the Florida Division of Historical Resources, as required by the Land Development Code.								
POLICY 1.7.4.	If a historical resource is to be demolished, destroyed, or substantially altered in a way which adversely affects the character, form, integrity, or other qualities which contribute to its historical, architectural, or archaeological values, timely actions developed in consultation with the Florida Division of Historical Resources shall be taken to determine that no feasible and prudent alternative to the proposed demolition, destruction, or alteration exists.							X	Updated language
POLICY 1.7.5.	In situations where no such practicable alternative is determined to exist, timely actions shall be taken either to avoid or mitigate the adverse impacts, or to undertake an appropriate archaeological salvage excavation, data recording, or other appropriate actions to document the resource as it existed prior to destruction or alteration.		X						No change

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.7.6.	The City shall exercise caution to assure that any historical and archaeological resources within its control are not inadvertently transferred, sold, demolished, destroyed, substantially altered, or allowed to deteriorate significantly.							X	Updated language
POLICY 1.7.7.	Based on recommendations of the Florida Division of Historical Resources staff, special field surveys of historical and archaeological resources will be required to identify the extent of potential endangerment resulting from the proposed projects. a. A determination of need for such surveys shall be made by the Florida Division of Historical Resources and City staff. b. The design and procedures of such surveys and mitigative measures shall be developed in consultation with the Florida Division of Historical Resources and the City’s Historic Landmark Preservation Board. c. New information on previously unrecorded historical resources shall be transmitted to the Florida Division of Historical Resources.							X	Updated language

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
POLICY 1.7.8.	Following the discovery of unknown archaeological or historical resources or remains, the Florida Division of Historical Resources shall be immediately notified and development activities shall be stopped until a professional archaeologist determines an appropriate area that should be protected and the discovery can be investigated and determined as to its significance or lack thereof.							X	Updated language.
POLICY 1.7.9.	Chapter 872, Florida Statutes, shall be implemented upon discovering burial sites or human remains during development activities.		X						No change.
POLICY 1.7.10.	Methods of rehabilitation and public accessibility to historical resources shall be developed in consultation with the Florida Division of Historical Resources, with emphasis being placed on public access, interpretative programs, and exhibits designed to increase public awareness, understanding and enjoyment of historical resources.							X	Updated language.
POLICY 1.7.11.	The identification and evaluation of adverse impacts on archaeological sites or areas from adjacent land uses include assessments of, but are not limited to: a. The effects of proposed land uses in the immediate vicinity of the archaeological resource in terms of its continued existence and maintenance or integrity; and b. The relationship, role, and function of the archaeological resource to the surrounding land uses and activities, which based on applicable standards, are designed as either:		X						No change.

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	“Desirable” which includes: protection of its intrinsic value as an archaeological resource; incorporation into a harmonious development pattern; adequate protection while providing for public access and information about the archaeological resource; incorporation in site development plans as green space; conservation area, passive recreational area, or other land uses which do not disturb the ground; or “Undesirable” which includes: destruction, damage, or diminishment resulting from land modification and site development activities; purposeful looting and vandalism; incompatible land uses and activities resulting in changes in surface water or groundwater levels due to drainage modifications or groundwater chemistry due to the introduction of pollutants.								
POLICY 1.7.12.	Efforts shall be made to promote increased public awareness of and access to an expanded variety of cultural programs and historical resource appreciation activities in the City.		X					No change.	
POLICY 1.7.13.	Archaeological <u>and Historical</u> resources shall be protected from vandalism and destruction. Adherence to this policy, at a minimum, will require the following actions: a. Continued anonymity of the exact locations of archaeological resources in remote locations or situations where adequate site protection or security would be difficult to provide.						X	Update language. Remove specific language of how resources should be protected. Comp Plan should be broad policies	

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Cultural and Historical Resources Element, February 18, 2025									
	b. Enhanced site security and property protection systems and procedures shall be utilized as needed. c. Preparation and dissemination of increased levels of public information on the extent of vandalism and theft in terms of losses of historic resources, diminished usage, and the public costs of repair and replacement, with the information being disseminated via posters, television and radio public service announcements, news releases, and information to interested organizations.								
POLICY 1.7.14.	Old King’s Road is a significant historic resource which shall be recognized and interpreted for the benefit of the citizens.		X						No change. Note: historic reference not modified as it relates to a specific resource.
GOAL 2. HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES	CONSISTENT WITH THE FUTURE LAND USE, HOUSING, CULTURAL AFFAIRS AND HISTORICAL RESOURCES, AND RECREATION AND OPEN SPACE PARKS AND RECREATION ELEMENTS, THE CITY SHALL PROTECT AND PRESERVE HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES.							X	Update language.
OBJECTIVE 2.1. HISTORIC OVERLAY DISTRICT	The City shall consider the creation of <u>additional</u> historic overlay districts to protect significant historic areas.							X	HLPB discussion item to add the word additional. Note: historic reference not modified as it relates to a specific overlay district.
POLICY 2.1.1.	District Regulations contained in Chapter 3, Article VI of the Land Development Code shall be maintained and periodically reviewed in order to protect the character of existing properties and to prevent negative impacts from new development.		X						No change.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Cultural and Historical Resources Element, February 18, 2025								
POLICY 2.1.2.	The Planning Department shall perform a detailed survey to identify the predominant architectural features, colors, and materials of any area targeted for the designation.		X					No change.
POLICY 2.1.3.	A setback policy shall be maintained for those properties located on the west side of North and South Beach Street which shall not be less than the average building setback of all existing single-family dwelling units within 300 feet of either side of the proposed single-family dwelling unit.		X					No change.
POLICY 2.1.4.	The City shall consider the addition of streetscape elements such as pavers, street lamps, street signs, and historical markers, that would project a common theme for each historic district.		X					No change. Note: historic reference not modified as it relates to a specific overlay district.
POLICY 2.1.5.	The City shall consider, on an ongoing basis <u>when supported by property owners in the area</u> , the feasibility of historic districts in other areas of the City.							X Update language with support of property owners. Note: historic reference not modified as it relates to a specific overlay district.
OBJECTIVE 2.2. PROTECTION OF HISTORICAL, ARCHAEOLOGICAL, AND PALEONTOLOGICAL RESOURCES	Development activities shall protect significant historical, archaeological, and paleontological resources to the extent practicable and in the public interest. When no other practicable alternative exists to the proposed development activity, appropriate management and mitigation plans shall be prepared and implemented by the applicant for such development activity.							X Update language.
POLICY 2.2.1.	Coordination shall be maintained with the Florida Division of Historical Resources, for review of development activities in potentially significant historical, archaeological, and paleontological areas. If							X Update language.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Cultural and Historical Resources Element, February 18, 2025									
	the State determines that an area is potentially significant, an archaeological or historical survey shall be prepared by the applicant prior to development approval and in accordance with criteria established and recommended by the Florida Division of Historical Resources.								
POLICY 2.2.2.	All capital improvement projects shall be devised and implemented in a manner sufficient to protect and preserve significant historical, archaeological, and paleontological resources.							X	Update language.
POLICY 2.2.3.	The City shall maintain and periodically review the standards, regulations, and guidelines for the protection of historical, archaeological, and paleontological resources contained within the Land Development Code.							X	Update language.
POLICY 2.2.4.	Implement historical preservation regulations in support of the Historic Landmark Preservation Board in accordance with the Historic Districts and Landmarks section of the City’s Land Development Code.							X	Update language
POLICY 2.2.5.	Work with the State to continuously update the existing Florida Master Site File information as appropriate. Said update, as is economically feasible, may be undertaken in its entirety, or in increments in accordance with applicable grant application cycles.							X	HLPB discussion item: Master site file information shall continue to be updated.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
Headers/Footers	PUBLIC SCHOOL FACILITIES ELEMENT GOALS, OBJECTIVES AND POLICIES							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. COLLABORATION	COLLABORATE AND COORDINATE WITH THE SCHOOL BOARD OF VOLUSIA COUNTY TO PROVIDE AND MAINTAIN A PUBLIC EDUCATION SYSTEM WHICH MEETS THE NEEDS OF VOLUSIA COUNTY’S CURRENT AND FUTURE POPULATION.		X						
OBJECTIVE 1.1. COORDINATION AND CONSISTENCY	The City of Ormond Beach shall implement and maintain mechanisms designed to coordinate with the School Board to provide consistency between local government comprehensive plans and public school facilities and programs.		X						
POLICY 1.1.1.	Pursuant to the procedures and requirements of the adopted interlocal agreement, the City of Ormond Beach shall coordinate with the School Board on growth and development trends, general population and student projections to ensure that the plans of the School Board and the City of Ormond Beach are based on consistent data.		X						
POLICY 1.1.2.	The City of Ormond Beach shall provide the representative of the School Board with copies of all meeting agendas and staff reports.		X						
POLICY 1.1.3.	The City of Ormond Beach shall meet at least annually with representatives from the School District Board and the other local governments in Volusia County to review the Public School Facilities Element, including enrollment projects.							X	Replace District with Board.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	The timing and content of these meetings shall be done according to the requirements and procedures set forth in the adopted interlocal agreement.								
OBJECTIVE 1.2. SCHOOL FACILITY SITING AND AVAILABILITY	The City of Ormond Beach shall coordinate with the School Board on the planning and siting of new public schools and ancillary facilities to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the e-Comprehensive p-Plan.							X	Capitalized “Comprehensive Plan”
POLICY 1.2.1.	The City of Ormond Beach shall coordinate with the School Board to assure that proposed public school facility sites are consistent with the applicable land use categories and policies of the e-Comprehensive p-Plan. Schools shall be permitted in all future land use classifications except for the Industrial, Recreation/Open Space, and Open Space/Conservation land use classifications.							X	Capitalized “Comprehensive Plan”
POLICY 1.2.2.	Coordination of the location, acquisition, phasing, and development of future school sites and ancillary facilities shall be accomplished through the procedures adopted in the interlocal agreement.							X	Corrected punctuation - added comma after “phasing”
POLICY 1.2.3.	The City of Ormond Beach and the School Board will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school. If deemed necessary, the parties may enter into a written agreement as to the timing, location, and party or parties responsible for constructing,							X	Add word the

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	operating and maintaining the required improvements.								
POLICY 1.2.4.	The City of Ormond Beach shall encourage the School Board to land bank sites for future use as school facilities. The City of Ormond Beach shall coordinate with the School Board on the acquisition and use of land banked sites in the same manner as established for other sites in order to ensure adequate infrastructure is planned and constructed in advance of school construction.		X						
POLICY 1.2.5.	The City of Ormond Beach shall protect schools and land banked school sites from the adverse impact of incompatible land uses by providing the School District <u>Board</u> with the opportunity to participate in the review process for all proposed development adjacent to schools.							X	Replace District with Board.
POLICY 1.2.6.	In developing capital improvements plans and programs for public services, the City of Ormond Beach shall consider required infrastructure to service existing and proposed schools and any land banked school sites.		X						
OBJECTIVE 1.3. ENHANCE COMMUNITY DESIGN	The City of Ormond Beach shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities <u>that</u> serve as community focal points and are compatible with surrounding land uses.							X	Add “that”.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 1.3.1.	The City of Ormond Beach shall coordinate with the School Board on opportunities for the expansion and rehabilitation of existing schools so as to support neighborhoods and redevelopment.		X						
POLICY 1.3.2.	The City of Ormond Beach shall collaborate with the School Board on the siting of public facilities such as parks, libraries, and community centers near existing or planned public schools, to the extent feasible.		X						
POLICY 1.3.3.	The City of Ormond Beach shall look for opportunities to co-locate and share the use of public facilities when preparing updates to the Comprehensive Plan’s Schedule of Capital Improvements and when planning and designing new or renovating existing, community facilities. Co-located facilities shall be governed by a written agreement between the School Board and the City of Ormond Beach specifying operating procedures and maintenance and operating responsibilities.							X	Removed “,” between existing and community.
POLICY 1.3.4.	The City of Ormond Beach shall reduce hazardous walking conditions consistent with Florida’s Safe Ways to School Program. In conjunction with the School Board, the City of Ormond Beach shall implement the following strategies: 1. New developments adjacent to schools shall be required to provide a right-of-way and direct safe access path for pedestrian travel to existing and planned schools, and shall connect to the neighborhood’s pedestrian network.							X	Update Metropolitan to Transportation for naming consistency.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Public School Facilities Element – February 18, 2025								
	2. New development and redevelopment within two miles of a school shall be required to provide sidewalks within or adjacent to the property for the corridor that directly serves the school or qualifies as an acceptable designated walk or bicycle route to the school. 3. In order to ensure continuous pedestrian access to public schools, the City of Ormond Beach shall consider infill sidewalk and bicycle projects connecting networks serving schools as part of the annual capital budget process. Priority shall be given to hazardous walking conditions pursuant to Section 1006.23, Florida Statutes. 4. The City of Ormond Beach shall coordinate with the Metropolitan Transportation Planning Organization to maximize the funding from the Florida Department of Transportation and other sources that may be devoted to improving pedestrian networks serving schools.							
POLICY 1.3.5.	The City of Ormond Beach and School Board shall coordinate with Volusia County Emergency Services on efforts to build new school facilities, and facility rehabilitation and expansion, to be designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.							X Add word the.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
OBJECTIVE 1.4. COORDINATE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT ORDERS WITH SCHOOL CAPACITY	Manage the timing of new development to coordinate with adequate school capacity as determined by the Volusia County School District <u>Board</u> .							X	Replace District with Board.
POLICY 1.4.1.	The City of Ormond Beach shall take into consideration the School Board comments and findings on the availability of adequate school capacity in the evaluation of e- Comprehensive p <u>Plan</u> amendments and other land use decisions including but not limited to developments of regional impact. School Board review shall follow the policies and procedures set forth in the interlocal agreement.							X	Capitalized “Comprehensive Plan”
POLICY 1.4.2.	Amendments to the future land use map shall be coordinated with the School Board and the Public School Facilities Planning Maps.		X						
POLICY 1.4.3.	Where capacity will not be available to serve students from the property seeking a land use change or other land use determination that increases residential density, the City of Ormond Beach shall not approve the proposed land use change until such time as the School Board can find that adequate public schools can be timely planned and constructed to serve the student population or that the applicant has provided		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Public School Facilities Element – February 18, 2025										
	adequate mitigation to offset the inadequacies in anticipated school capacity.									
GOAL 2. IMPLEMENT PUBLIC SCHOOL CONCURRENCY	THE CITY OF ORMOND BEACH SHALL ASSURE THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES TO SERVE NEW DEVELOPMENT CONSISTENT WITH THE ADOPTED LEVEL_OF-SERVICE STANDARDS. THIS GOAL WILL BE ACCOMPLISHED RECOGNIZING THE SCHOOL DISTRICT BOARD’S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE A UNIFORM SYSTEM OF FREE AND ADEQUATE PUBLIC SCHOOLS AND THE CITY OF ORMOND BEACH’S AUTHORITY FOR LAND USE, INCLUDING THE AUTHORITY TO APPROVE OR DENY COMPREHENSIVE PLAN AMENDMENTS, RE-ZONINGS OR OTHER DEVELOPMENT ORDERS THAT GENERATE STUDENTS AND IMPACT THE PUBLIC SCHOOL SYSTEM. THE CITY OF ORMOND BEACH SHALL OPERATE AND MAINTAIN IN A TIMELY AND EFFICIENT MANNER, ADEQUATE PUBLIC FACILITIES FOR BOTH EXISTING AND FUTURE POPULATIONS CONSISTENT WITH THE AVAILABLE FINANCIAL RESOURCES.								X	Replace District with Board. Hyphenated “LEVEL-OF-SERVICE”
OBJECTIVE 2.1. LEVEL_OF- SERVICE STANDARDS	The City of Ormond Beach, through coordinated planning with the School District Board and implementation of its concurrency								X	Replace District with Board Hyphenated “level-of-service” in Objective title and text.

Goals, Objectives, Policies			Recommended Action						
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	Explanation/Modification
Public School Facilities Element – February 18, 2025									
	management system, shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.								
POLICY 2.1.1.	The level-of-service (LOS) standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.							X	Removed acronym.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification																		
			Keep	Delete	New	Replace	Move	Modify																			
Public School Facilities Element – February 18, 2025																											
POLICY 2.1.2.	Consistent with the interlocal agreement, the uniform, district-wide, level-of-service standards are set as follows using <u>Florida Inventory of School Houses (FISH)</u> capacity based on the traditional school calendar: 1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area; 2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area; 3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area; 4. High Schools: 120% of permanent FISH capacity for the concurrency service area; and 5. Special Purpose Schools: 100% of permanent FISH capacity.							X	Defined FISH - Florida Inventory of School Houses Corrected punctuation; added comma after “district-wide”																		
POLICY 2.1.3.	The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit for the date noted in the table. <table><tr><th>School</th><th>LOS</th><th>DATE</th></tr><tr><td>Orange City Elementary</td><td>117%</td><td>July 1, 2012</td></tr><tr><td>Horizon Elementary</td><td>158%</td><td>July 1, 2012</td></tr><tr><td>Freedom Elementary</td><td>126%</td><td>July 1, 2012</td></tr><tr><td>Osceola Elementary</td><td>117%</td><td>July 1, 2012</td></tr><tr><td>Ortona Elementary</td><td>150%</td><td>July 1, 2012</td></tr></table>	School	LOS	DATE	Orange City Elementary	117%	July 1, 2012	Horizon Elementary	158%	July 1, 2012	Freedom Elementary	126%	July 1, 2012	Osceola Elementary	117%	July 1, 2012	Ortona Elementary	150%	July 1, 2012			X					Delete as this policy has been achieved.
School	LOS	DATE																									
Orange City Elementary	117%	July 1, 2012																									
Horizon Elementary	158%	July 1, 2012																									
Freedom Elementary	126%	July 1, 2012																									
Osceola Elementary	117%	July 1, 2012																									
Ortona Elementary	150%	July 1, 2012																									

Goals, Objectives, Policies				FL Statute Citation	Recommended Action						Explanation/Modification								
					Keep	Delete	New	Replace	Move	Modify									
Public School Facilities Element – February 18, 2025																			
	<table><tr><td>Ormond Beach Elementary</td><td>116%</td><td>July 1, 2012</td></tr><tr><td>Southwestern Middle</td><td>120%</td><td>July 1, 2013</td></tr><tr><td>New Smyrna Beach Middle</td><td>122%</td><td>July 1, 2014</td></tr></table> (Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of the five-year capital improvements program.)	Ormond Beach Elementary	116%	July 1, 2012	Southwestern Middle	120%	July 1, 2013	New Smyrna Beach Middle	122%	July 1, 2014									
Ormond Beach Elementary	116%	July 1, 2012																	
Southwestern Middle	120%	July 1, 2013																	
New Smyrna Beach Middle	122%	July 1, 2014																	
POLICY 2.1.4. <u>POLICY 2.1.3.</u>	The following schools shall be considered constrained schools at the designated <u>level-of-service</u> LOS due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity. <table><tr><th>School</th><th><u>LOS Level-of-Service</u></th></tr><tr><td>Burns Oak Hill Elementary</td><td>115%</td></tr><tr><td>Coronado Elementary</td><td>115%</td></tr><tr><td>Samsula Elementary</td><td>165%</td></tr></table> Source: Volusia County Interlocal Agreement	School	<u>LOS Level-of-Service</u>	Burns Oak Hill Elementary	115%	Coronado Elementary	115%	Samsula Elementary	165%							X	Delete Burns Oak Hill Elementary and Samsula Elementary as these have become charter schools. Spell out level-of-service. Update policy numbering. POLICY 2.1.3.		
School	<u>LOS Level-of-Service</u>																		
Burns Oak Hill Elementary	115%																		
Coronado Elementary	115%																		
Samsula Elementary	165%																		
POLICY 2.1.5 <u>POLICY 2.1.4.</u>	The City of Ormond Beach and the School Board recognize and agree that short-term changes in								X	Replace the District with Board. Added word the.									

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification	
			Keep	Delete	New	Replace	Move	Modify		
Public School Facilities Element – February 18, 2025										
	enrollment, unrelated to new development approvals, can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District Board’s constitutional obligations regardless of the utilization levels at the assigned school.								Update policy numbering. POLICY 2.1.4.	
POLICY 2.1.6 <u>POLICY 2.1.5.</u>	If there is a consensus to amend any level_of-service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government’s Comprehensive Plan. The amended level_of-service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level_of-service standard shall be amended without showing that the amended level_of-service standard is financially feasible and can be achieved and <u>maintained within the facilities five year work plan.</u> five years of the capital facilities plan.							X	Updated language to be consistent with Volusia County School Board language. Update policy numbering. POLICY 2.1.5. Hyphenated “level-of-service”	
OBJECTIVE 2.2. SCHOOL CONCURRENCY SERVICE AREAS	The City of Ormond Beach shall establish School Concurrency Service Areas as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level-of-service standard. Maps of the School Concurrency Service Areas are adopted in the Volusia County Interlocal Agreement for Public School Facilities Planning.							X	Hyphenated level-of-service	
POLICY 2.2.1.	The concurrency service area for elementary schools shall be the elementary school attendance		X							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	boundary as represented on the map series “Public School Facilities Element Elementary School Concurrency Service Areas” adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.								
POLICY 2.2.2.	The concurrency service area for middle schools shall be the middle school attendance boundary as represented on the map series “Public School Facilities Element Middle School Concurrency Service Areas” adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.		X						
POLICY 2.2.3.	The concurrency service area for K-8 schools shall be the attendance boundary as represented on the map series “Public School Facilities Element K-8 Concurrency Service Areas” adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference. —(Note: no K-8 schools have been established at this time.)							X	Proposed to delete language that is not applicable per discussions with the Volusia County School Board staff.
POLICY 2.2.4.	The concurrency service area for high schools shall be as represented on the map series “Public School Facilities Element High School Concurrency Service Areas”, adopted as part of the Volusia County Comprehensive Plan and which is incorporated herein by reference.		X						
POLICY 2.2.5.	The concurrency service area for special use schools shall be district wide.		X						
POLICY 2.2.6.	The concurrency service area maps designate three areas where school capacity is not anticipated for the planning period.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification	
			Keep	Delete	New	Replace	Move		Modify
Public School Facilities Element – February 18, 2025									
POLICY 2.2.7.	Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria: 1. Adopted level_of-service standards shall not exceed the level_of-service standard within the initial five-year planning period. 2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, court approved desegregation plans, proximity to schools, ethnic and socio-economic diversity, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.							X	Hyphenated level-of-service.
POLICY 2.2.8.	Within the central concurrency service areas, all current and future students shall be assigned to schools designated for them as part of the School District Board’s normal school assignment procedures. Requests for development orders for new development consistent with the future land use designations and existing residential zoning densities shall be evaluated for concurrency based on the assigned school and that school’s concurrency service area. If adequate capacity is not available in the assigned concurrency service area, the proposed development shall be evaluated in comparison to the concurrency service areas							X	Replace District with Board. Clarify element related to Policy 2.3.7.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	adjacent to the assigned concurrency service area, subject to the limitations of Policy 2.3.7. <u>of this Element</u> . The School district Board shall maintain a listing of assigned and adjacent concurrency service areas for each central school concurrency service area.								
POLICY 2.2.9.	Requests to develop properties within the central school concurrency service areas at residential densities and intensities greater than the current land use or zoning designations shall be done via a e-Comprehensive p-Plan a-Amendment consistent with the Volusia County Charter Section 206 regarding school planning. The e-Comprehensive p-Plan a-Amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and Section 206 of the Volusia County Charter Section 206 . If the project area is to be annexed by a municipality, the e-Comprehensive p-Plan a-Amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.							X	Delete reference to Section 206. Capitalized Comprehensive Plan Amendment
OBJECTIVE 2.3. PROCESS FOR SCHOOL CONCURRENCY IMPLEMENTATION	In coordination with the School Board, the City of Ormond Beach will establish a process for implementation of school concurrency which includes applicability and capacity determination, availability standards and school capacity methods. The City of Ormond Beach shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent							X	Hyphenated level-of-service.

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Public School Facilities Element – February 18, 2025								
	with the adopted level-of-service standards for public schools.							
POLICY 2.3.1.	School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3. <u>of this Element.</u>							X Clarify element related to Policy 2.3.3.
POLICY 2.3.2.	Development orders may be issued for residential development where: 1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development. 2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. <u>of this Element.</u> Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School District Board shall determine where the impacts of development shall be allocated based on the School District Board policies for student assignment. 3. The developer executes a legally binding commitment with the School Board and the City of Ormond Beach to provide mitigation proportionate to the demand for public school							X Replace District with Board Clarify element related to Policy 2.3.7. Clarify element related to Objective 2.4.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	facilities to be created by the actual development of the property as provided by Objective 2.4. of this Element and its supporting policies.								
POLICY 2.3.3.	The following residential development shall be considered exempt from the school concurrency requirements: 1. Single-family lots-of-record existing as such at the time School Concurrency implementing ordinance is adopted which otherwise would be entitled to build, shall be exempt from School Concurrency requirements. 2. Any residential development or any other development with a residential component that received approval of a Final Development Order or functional equivalent or is otherwise vested prior to the implementation date of school concurrency is considered vested for that component which was previously approved for construction and shall not be considered as proposed new residential development for purposes of school concurrency. 3. Amendments to residential development approvals which do not increase the number of students generated by the development based on the student generation rates for each school type as determined by the School District Board. 4. Age restricted developments that are subject to deed restrictions prohibiting the permanent							X	Replace District with Board. Hyphenated “Single-family” Hyphenated “lots-of-record”

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	occupancy by a resident under the age of fifty-five. Such deed restrictions must be recorded and be irrevocable for a period of at least thirty years. 5. Group quarters that do not generate students including residential facilities such as jails, prisons, hospitals, bed and breakfast, hotels and motels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.								
POLICY 2.3.4.	The creation of subdivisions and/or single-family lots equal to or less than ten units shall be subject to school concurrency as part of an annual concurrency management review <u>or provide a letter of exemption from the School Board.</u> The City of Ormond Beach shall report such projects to the School Board as part of the annual planning coordination process established by the interlocal agreement and these units shall be included by the School Board in planning student allocations by school.							X	Added additional language.
POLICY 2.3.5.	The City of Ormond Beach shall continue to implement the school concurrency ordinance (Ord. 2-8-3 <u>2008-25</u>), which establishes the application procedures and process for evaluating school capacity and making concurrency determinations consistent with the provisions of the interlocal agreement.							X	Modify Ordinance number from 2-8-3 to 2008-25.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 2.3.6.	The School Board shall conduct a concurrency review that includes findings and recommendations of whether there is adequate capacity to accommodate proposed development for each type of school within the affected concurrency service area consistent with the adopted level_of-service. The School Board may issue a Certificate of School Concurrency if sufficient capacity exists for the proposed development or the School Board may set forth conditions required to satisfy the requirements of school concurrency including proportionate share mitigation.							X	Hyphenated level-of-service
POLICY 2.3.7.	If the adopted level_of-service standard cannot be met within a particular concurrency service area as applied to an application for a development order and if the needed capacity is available in one or more contiguous concurrency service areas, then this capacity shall be applied to the concurrency evaluation of the application for development approval subject to the following limitations: 1. Areas established for diversity at schools shall not be considered contiguous. 2. Concurrency service areas generating excessive transportation costs shall not be considered contiguous. Excessive transportation costs are defined as transporting students, requiring a transport time of fifty minutes one-way as determined by School District Board transportation routing staff.							X	Hyphenated level-of-service Replace District with Board Remove (Refer to graphic examples.) on #3.

Goals, Objectives, Policies		FL Statute Citation	Recommended Action					Explanation/Modification
			Keep	Delete	New	Replace	Move	
Public School Facilities Element – February 18, 2025								
	3. Concurrency service areas shall not be considered contiguous when the concurrency service areas are separated by a natural or man-made barrier such as a river, waterbody or interstate highway that requires indirect transport of students through a third concurrency service area. (Refer to graphic examples.) 4. When capacity in an adjacent concurrency service area is allocated to a development application, assignment of the students to the school with available capacity may be accomplished by applying any of the techniques used to establish school attendance zones, including modification of existing attendance zone boundaries or creation of island zones. 5. Student transportation not in conformance with the conditions established in Items 1 through 4 above shall be permitted to allow student assignments based on specific educational programming options; to comply with State and Federal mandatory transfer opportunities; or for other transfer opportunities that the School Board shall deem appropriate for the specific circumstances of an individual student.							

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 2.3.8.	If the adopted level of service cannot be met within a particular concurrency service area the School Board may apply one or more of the following techniques to maximize use of available capacity and provide for adequate numbers of student stations to meet current and future demand: 1. Construct new school facilities; 2. Construct additions to current facilities; 3. Adjust program assignments to schools with available capacity; 4. Modify attendance boundaries to assign students to schools with available capacity; 5. Eliminate variances to overcrowded facilities that are not otherwise restricted by State or Federal requirements.		X						
OBJECTIVE 2.4. PROPORTIONATE SHARE MITIGATION	The City of Ormond Beach shall provide for mitigation alternatives that are financially feasible and will achieve and maintain the adopted level-of-service standard consistent with the School Board’s adopted financially feasible work program.							X	Hyphenated level-of-service
POLICY 2.4.1.	In the event that sufficient school capacity is not available in the affected concurrency service area, the developer shall have the option to propose proportionate share mitigation to address the impacts of the proposed development.		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 2.4.2.	Mitigation shall be directed toward a permanent capacity improvement identified in the School Board’s financially feasible work program, which satisfies the demands created by the proposed development consistent with the adopted level_of-service standards.							X	Hyphenated level-of-service
POLICY 2.4.3.	Mitigation shall be directed to projects on the School Board’s financially feasible work program that the School Board agrees will satisfy the demand created by the proposed development approval and shall be assured by a legally binding development agreement between the School Board, the City of Ormond Beach, and the applicant which shall be executed prior to the City of Ormond Beach issuance of the subdivision or site plan approval. If the School Board agrees to the mitigation, the School Board shall commit in the agreement to placing the improvement required for mitigation in its work plan.		X						
POLICY 2.4.4.	The applicant’s total proportionate share obligation shall be based on multiplying the number of needed student stations generated from the proposed project times the School Board’s current cost per student station plus land cost for each type of school. The applicant’s proportionate share mitigation obligation shall be credited toward any impact fee or exaction fee imposed by local ordinance for the same need on a dollar-for-dollar basis. (For example, if the proportionate share mitigation provides only for land, the credit is applied only against that portion of the impact fee or other exaction devoted to land costs).		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
POLICY 2.4.5.	The student generation rates used to determine the impact of a particular development shall be the student generation rates adopted in the most recent school impact fee study.		X						
POLICY 2.4.6.	The cost per student station shall be the most recent actual costs per student station, and capitalization costs if applicable, paid by the School Board for the equivalent school facility.		X						
POLICY 2.4.7.	Mitigation options must consider the School Board’s educational delivery methods and requirements and the State Requirements for Educational Facilities and may include, but not be limited to, the following: 1. Donation of buildings for use as a primary or alternative learning facility; 2. Renovation of existing buildings for use as learning facilities; 3. Funding dedicated to, or construction of, permanent student stations or core capacity; 4. For schools contained in the School Board’s adopted five-year capital facilities work program, upon agreement with the School Board, the applicant may build the school in advance of the time set forth in the five-year work program; 5. Dedication of a school site as approved by the School Board; 6. Up front lump sum payment of school impact fees;		X						

Goals, Objectives, Policies		FL Statute Citation	Recommended Action						Explanation/Modification
			Keep	Delete	New	Replace	Move	Modify	
Public School Facilities Element – February 18, 2025									
	7. Upfront payment of interest and other costs of borrowing; 8. Payment of off-site infrastructure expenses including but not limited to roads, water, and/or sewer improvements; 9. Payment of transportation costs associated with the movement of students as a result of overcapacity school; 10. Funding assistance with acquisition of school site. 11. Phasing of construction or delay of construction in order to timely plan for the availability of school capacity; 12. Establishment of an educational facilities benefit district; 13. Establishment of educational facilities mitigation banks.								
OBJECTIVE 2.5. CAPITAL FACILITIES PLANNING	The City of Ormond Beach shall ensure existing deficiencies and future needs are addressed consistent with the adopted level-of-service standards for schools.							X	Hyphenated level-of-service
POLICY 2.5.1.	In accordance with the adopted interlocal agreement, the City of Ormond Beach shall collaborate with the School Board in locating required school sites as identified in the School Board’s five, ten and twenty-year capital facilities plan.		X						

Goals, Objectives, Policies		Recommended Action						Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify
Public School Facilities Element – February 18, 2025								
POLICY 2.5.2.	The City of Ormond Beach shall ensure that future development pays a proportionate share of the costs of capital facilities capacity needed to accommodate new development and to assist in maintaining the adopted level-of-service standards via impact fees and other legally available and appropriate methods.							X Hyphenated level-of-service
POLICY 2.5.3.	The City of Ormond Beach adopts by reference the School Board’s five-year work program approved annually each September as part of the overall School District <u>Board</u> budget. The City of Ormond Beach shall review the annual work program to verify that it is financially feasible and will maintain the level-of-service standards by the end of the five-year period.							X Replace District with Board Hyphenated level-of-service

Other notes:

1. School Planning Areas Map was updated by Volusia County School Board and is included in Strikethrough and Underline folder saved as “UPDATED MAP_School Planning Areas maps”.

Goals, Objectives, Policies		Recommended Action							Explanation/Modification
		FL Statute Citation	Keep	Delete	New	Replace	Move	Modify	
Property Rights Element – February 12, 2025									
Header/Footer	PROPERTY RIGHTS ELEMENT GOALS OBJECTIVES AND POLICIES							X	Cover page added. Headers deleted from all elements and replaced with Element title. Footers modified.
GOAL 1. PRIVATE PROPERTY RIGHTS	TO RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS.		X						No change
OBJECTIVE 1.1. PRIVATE PROPERTY RIGHTS AND DECISION- MAKING	The following policies are to ensure that private property rights shall be considered in local decision- making.		X						No change
POLICY 1.1.1.	The City will consider in its decision-making, the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.		X						No change
POLICY 1.1.2.	The City will consider in its decision-making, the right of the property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any person, subject to state law and local ordinances.		X						No change
POLICY 1.1.3.	The City will consider in its decision-making, the right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.		X						No change
POLICY 1.1.4.	The City will consider in its decision-making, the right of the property owner to dispose of his or her property through sale or gift.		X						No change

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 5: POPULATION PROJECTIONS



Ormond Beach 2045 Population Analysis

Existing population estimates

The 1990 Comprehensive Plan projected a 2010 population of **56,250**. In 2000, the population projection was:

Year	Population Projection	Census population
2010	42,533	38,137
2015	45,951	
2020	48,880	43,080
2025	51,079	

The census provides the city population every ten (10) years. The city utilizes the population estimates from University of Florida Business of Economic and Business Research in non-census years. As detailed in the Municipal Impact Fee Study in 2023, the estimate of persons per household, based on census information, is:

Single-family, persons per household: 2.53

Multi-family, persons per household: 2.05

Mobile Home, persons per household: 1.68

City average, persons per household: 2.33

The following exhibit displays the census population (**in bold**), population estimates from the University of Florida Business of Economic and Business Research, recorded plats, and building permit data based on housing types.

Exhibit 1: Population and building permit information

Year	Population ⁽¹⁾	Percentage Change	SFH lots platted - recorded ⁽²⁾	SFH Permits ⁽³⁾	MF units Permits ⁽³⁾	Manufacture & Mobile Home Permits ⁽³⁾
1980	21,436	No data	2,442	No data	No data	No data
Totals (1980-1989):			2,442	No data	No data	No data
1990	31,460	No data	322	No data	No data	No data
1991	No data	No data	299	No data	No data	No data
1992	No data	No data	172	No data	No data	No data
1993	No data	No data	0	167	0	6
1994	No data	No data	28	166	167	2
1995	No data	No data	207	175	0	28
1996	32,426	No data	328	198	0	62
1997	34,038	4.97%	252	228	16	104
1998	34,791	2.21%	129	245	31	93
1999	36,000	3.48%	215	270	4	132
Totals (1990-1999):			1,952	1,449	218	427

Year	Population ⁽¹⁾	Percentage Change	SFH lots platted - recorded ⁽²⁾	SFH Permits ⁽³⁾	MF units Permits ⁽³⁾	Manufacture & Mobile Home Permits ⁽³⁾
2001	37,000	1.93%	64	230	0	115
2002	37,603	1.63%	210	261	4	104
2003	38,325	1.92%	241	306	2	111
2004	39,000	1.76%	301	327	344	41
2005	39,683	1.75%	0	196	0	7
2006	40,294	1.54%	51	113	0	5
2007	40,941	1.61%	65	43	0	7
2008	40,920	-0.05%	89	84	0	1
2009	40,832	-0.22%	48	61	0	1
Totals (2000-2009):			1,261	1,833	350	510
2010	38,137	-6.60%	0	83	184	3
2011	38,376	0.63%	0	43	0	1
2012	38,612	0.61%	0	35	0	1
2013	38,557	-0.14%	0	84	0	1
2014	39,246	1.79%	47	105	0	1
2015	40,013	1.95%	49	138	0	0
2016	40,360	0.87%	103	150	0	0
2017	40,716	0.88%	137	158	0	0
2018	41,134	1.03%	0	66	43	0
2019	41,284	0.36%	166	49	41	0
Totals (2010-2019):			502	911	268	7
2020	43,080	4.35%	5	134	4	7
2021	44,046	2.24%	138	135	18	7
2022	44,671	1.42%	0	47	54	18
2023	44,935	0.59%	227	19	0	10
2024	45,140	0.46%	569	160	0	16
Totals (2020-2024):			939	495	76	58
Notes:						
1	Population estimates from the University of Florida Business of Economic and Business Research. 1980, 1990, 2000, 2010, and 2020 in bold are from the U.S. Census.					
2	SFH lots plat are taken from the Volusia County Clerk of Court website, http://app02.clerk.org/or_plats/					
3	Single-family, multi-family, manufactured, and mobile home permits from the Ormond Beach Building Department. Manufactured, and mobile home permits are for new construction only.					

The total percentage change from the 2010 census is 17.83%, or an average yearly growth rate of 1.27%

Population projections:

Planning staff analyzed the following factors in creating population projections:

1. Development entitlements. The following projects are currently in process:

Exhibit 2: Projected Residential Development

Projected Residential Development		
Manufactured Housing		
Project Name	Project Status	Lots/Units
Plantation Oaks, Phases C & D	Under construction	205
Single-Family		
Project Name	Project Status	Lots/Units
Plantation Oaks, Archer's Mill, Phase 2	Plat recorded	68
Plantation Oaks, Archer's Mill, Phase 3	Preliminary Plat approved	59
Plantation Oaks, Archer's Mill, Phase 4	Preliminary Plat approved	111
Plantation Oaks, Archer's Mill, Phase 5	Under construction	114
Plantation Oaks, Archer's Mill, Phase 6	Plat recorded	78
Plantation Oaks, Bradford Lakes	Under construction	80
Bradford Park	Under construction	180
Enclave	Preliminary Plat approved	12
Plantation Oaks, Fountain View, Phase 1B	Under construction	137
Plantation Oaks, Fountain View, Phase 1C	Preliminary Plat approved	141
Plantation Oaks, Fountain View, Phase 1D	Preliminary Plat approved	103
Plantation Oaks, Fountain View, Phase 1E	Preliminary Plat approved	110
Plantation Oaks, Fountain View, Phase 1F	Preliminary Plat approved	97
RidgeHaven	Plat recorded	286
Tattersall at Tymber Creek	Preliminary Plat approved	129
Total		1,705
Master Planned		
Project Name	Project Status	Lots/Units
Ormond Crossings	Development Agreement approved	2,950
Multi-Family		
Project Name	Project Status	Lots/Units
121 East	Zoning approved	24
Regal	Approved site plan/zoning	310
Ormond Enclave	Zoning approved	64
Ormond Renaissance	Approved site plan/zoning	252
Tymber Creek Apartments	Approved site plan/zoning	270
Totals		920
Others		
Project Name	Project Status	Lots/Units
1845 North US 1	Conceptual	400
Little Tomoka Village	In Review	31
Total:		431
Residential lots in the development process		6,211

Residential development trends depend on several factors, including (1) infrastructure costs, (2) interest rates, (3) demand for housing, and (4) labor to construct infrastructure and residential units. Exhibit 2 details a potential number of residential lots based on the remaining vacant land within Ormond Beach. Additional residential units may occur through the development of other vacant lands or the conversion of existing uses.

Planning staff believes that the vacant inventory provides a basis for residential population projections. Exhibit 4, population projection, assumes an average of 200 single-family residential units per year, four multi-family developments during the twenty-year planning period, and the build-out of the manufactured homes with Plantation Oaks, Phase 2.

2. General growth rate. Exhibit 4 includes a general growth rate of 0.5% to include general population shifts and residential development projects not included in the 6,180 residential lots in the current development process.
3. Historical growth rate. Ormond Beach has had a historical growth of 1.27% over the last fourteen years. The city has experienced a moderate rate of residential development, which is expected to increase with the buildout of the land area around Plantation Oaks Boulevard, which was annexed from Volusia County. The Ormond Crossings project (2,950 residential units) is expected to commence construction within the twenty-year planning period.
4. Volusia County population growth. Exhibit 4 details the population of Ormond Beach and Volusia County. In 2020, Ormond Beach's population was 7.78% of Volusia County's population. In 2045, Ormond Beach is expected to be approximately 9.14% of the Volusia County total population.

Exhibit 3: Projected Ormond Beach and Volusia County population

Year ⁽¹⁾	Ormond Beach Population	Percentage Change, Ormond Beach	Volusia County Population ⁽²⁾	Percentage Change, Volusia County
1980	21,436		258,762	8.28%
1990	31,460	47%	370,737	8.49%
2000	36,301	15%	443,343	8.19%
2010	38,137	5%	494,593	7.71%
2020	43,080	13%	553,543	7.78%
2030	50,773	18%	630,900	8.05%
2040	58,986	16%	678,600	8.69%
2045	63,562	8%	695,700	9.14%
Notes:				
1	1980 - 2020 based on Census. Years 2030, 2040 and 2045 are projections			
2	Volusia County population projections (medium) from: https://bebr.ufl.edu/wp-content/uploads/2024/01/projections_2024.pdf			

Exhibit 4: Ormond Beach Population Projections (0.50% growth rate)

Year	Population	General Growth rate	General Growth	New Single-Family Units	New Multi-Family Units	New Manufactured Units	Projected new housing	2020 Household Size	New Development Population	New Projected Population	Growth Percentage
2023	44,935										
2024	45,506	0.50%	225	200		25	225	2.33	524	46,255	1.65%
2025	46,255	0.50%	231	200		25	225	2.33	524	47,010	1.63%
2026	47,010	0.50%	235	200		25	225	2.33	524	47,769	1.62%
2027	47,769	0.50%	239	200		25	225	2.33	524	48,533	1.60%
2028	48,533	0.50%	243	200	300	25	525	2.33	1,223	49,998	3.02%
2029	49,998	0.50%	250	200		25	225	2.33	524	50,773	1.55%
2030	50,773	0.50%	254	200		25	225	2.33	524	51,551	1.53%
2031	51,551	0.50%	258	200		30	230	2.33	536	52,344	1.54%
2032	52,344	0.50%	262	200			200	2.33	466	53,072	1.39%
2033	53,072	0.50%	265	200			200	2.33	466	53,804	1.38%
2034	53,804	0.50%	269	200	300		500	2.33	1,165	55,238	2.67%
2035	55,238	0.50%	276	200			200	2.33	466	55,980	1.34%
2036	55,980	0.50%	280	200			200	2.33	466	56,726	1.33%
2037	56,726	0.50%	284	200			200	2.33	466	57,475	1.32%
2038	57,475	0.50%	287	200			200	2.33	466	58,229	1.31%
2039	58,229	0.50%	291	200			200	2.33	466	58,986	1.30%
2040	58,986	0.50%	295	200	300		500	2.33	1,165	60,446	2.48%
2041	60,446	0.50%	302	200			200	2.33	466	61,214	1.27%
2042	61,214	0.50%	306	200			200	2.33	466	61,986	1.26%
2043	61,986	0.50%	310	200			200	2.33	466	62,762	1.25%
2044	62,762	0.50%	314	200			200	2.33	466	63,542	1.24%
2045	63,542	0.50%	318	200	300		500	2.33	1,165	65,024	2.33%
Totals				4,400	1,200	205	5,805		13,526		

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 6: DEVELOPMENT ACTIVITY



Annexations, 2010 to 2024

By the numbers:

- 68 properties annexed from 2010, totaling 1,682.71 acres.
- 52 properties from 2010 to 2019, totaling 401.85 acres.
- 16 properties from 2020 to 2024, totaling 1,280.86 acres.
- 45 properties, or 66% of all annexations, occurred along the North US 1 corridor.
- 7 properties along the Williamson Boulevard corridor, including the developed apartment complexes of San Marco and Crown Pointe.
- 3 subdivisions annexed. These include Chelsea Place, which was partially developed, Plantation Oaks, and RidgeHaven, which are both undeveloped.

Annexations typically occur as properties connect to the city utilities.

2010-2019:

On September 7, 2010, with Resolution 2010-131, Ormond Beach initiated the process to create an Interlocal Service Boundary Agreement (ISBA) area established by Chapter 171, Part II, Florida Statutes, along the North U.S. Highway 1 corridor. From 2010 to 2014, 22 annexations occurred along the North U.S. Highway 1 corridor. On August 19, 2014, Ordinance 2014-27 approved the Interlocal Service Boundary Agreement with Volusia County regarding the North U.S. 1 Joint planning area. The Ordinance approved a Planning and Services Delivery Sub-Agreement and itinerant vendor criteria. Ormond Beach took control of land use planning, zoning, permitting, and code enforcement of the Interlocal Service Boundary Agreement for properties along the North U.S. Highway 1 corridor within Ormond Beach and unincorporated Volusia County.

Other areas of annexation included the Williamson Boulevard corridor, which included seven (7) annexations. These properties included two (2) developed apartment complexes, a post office, and retail uses. In 2013, the city annexed the Chelsea Place subdivision, which had been partially developed in Volusia County.

2020-2024:

The city annexed Plantation Oaks (1,055 acres) as part of the first ISBA amendment based on utility connections. The RidgeHaven subdivision (103 acres) was the second ISBA amendment that was annexed. Other notable annexations included 350 Clyde Morris Boulevard, later developed for an assisted living facility, and 860 Hull Road for an office expansion at Halifax Paving.



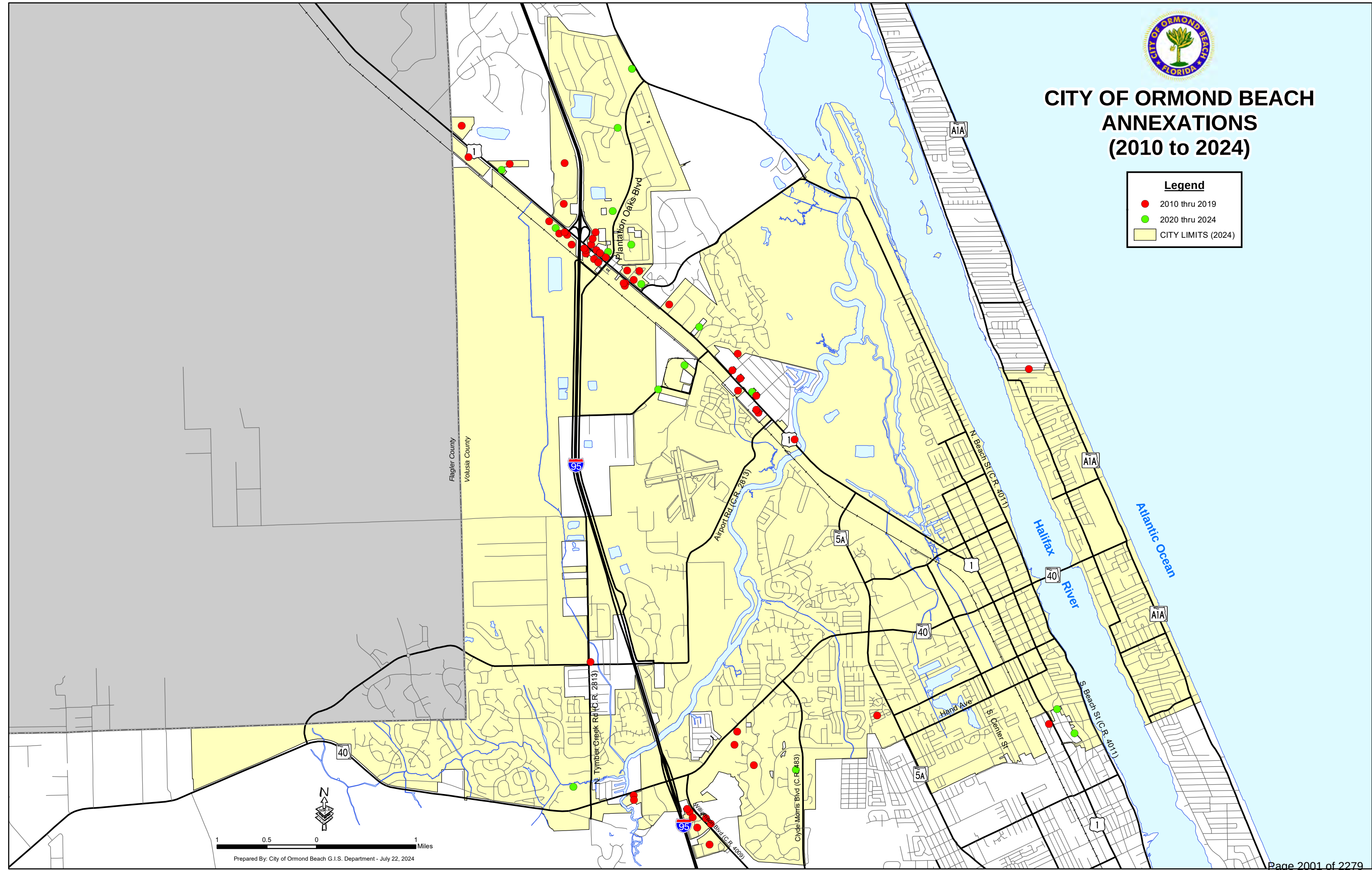
CITY OF ORMOND BEACH ANNEXATIONS (2010 to 2024)

Legend

2010 thru 2019

2020 thru 2024

CITY LIMITS (2024)





CITY OF ORMOND BEACH
ANNEXATIONS
(2010 to 2019)

Legend

FY 2009-10

FY 2010-11

FY 2011-12

FY 2012-13

FY 2013-14

FY 2014-15

FY 2015-16

FY 2016-17

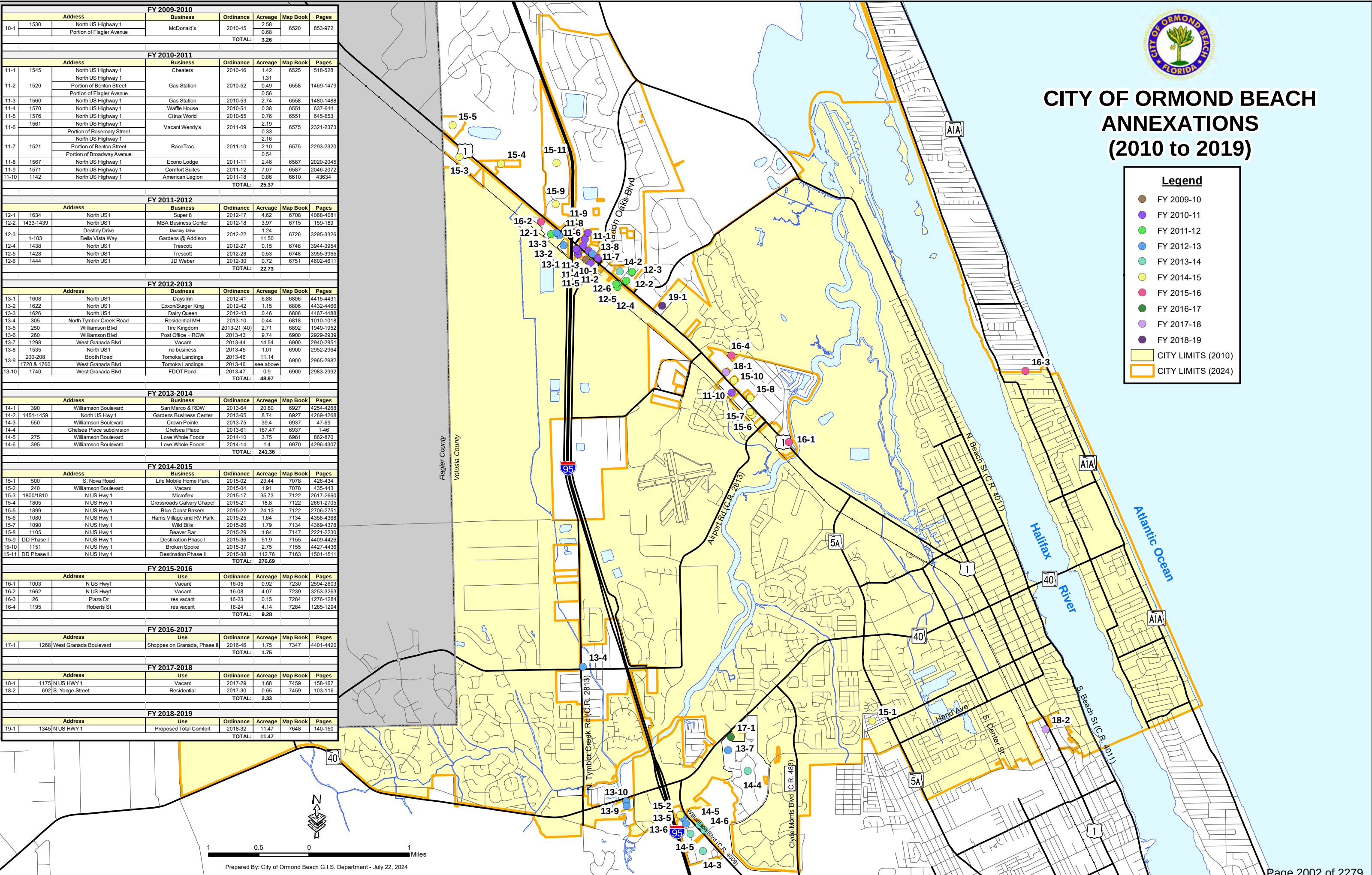
FY 2017-18

FY 2018-19

CITY LIMITS (2010)

CITY LIMITS (2024)

FY 2009-2010						
Address	Business	Ordinance	Acreage	Map Book	Pages	
10-1 1530 North US Highway 1	McDonald's	2010-45	2.58	6520	853-972	
	Portion of Flagler Avenue		0.68			
TOTAL:			3.26			
FY 2010-2011						
Address	Business	Ordinance	Acreage	Map Book	Pages	
11-1 1545 North US Highway 1	Cheaters	2010-46	1.42	6525	518-528	
	North US Highway 1		1.31			
11-2 1520 Portion of Benton Street	Gas Station	2010-52	0.49	6558	1469-1479	
	Portion of Flagler Avenue		0.56			
11-3 1560 North US Highway 1	Gas Station	2010-53	2.74	6558	1480-1488	
11-4 1570 North US Highway 1	Waffle House	2010-54	0.38	6551	637-644	
11-5 1576 North US Highway 1	Citrus World	2010-55	0.76	6551	645-653	
11-6 1561 North US Highway 1	Vacant Wendy's	2011-09	2.19	6575	2321-2373	
	Portion of Rosemary Street		0.33			
	North US Highway 1		2.16			
11-7 1521 Portion of Benton Street	RaceTrac	2011-10	2.10	6575	2293-2320	
	Portion of Broadway Avenue		0.54			
11-8 1567 North US Highway 1	Econo Lodge	2011-11	2.46	6587	2020-2045	
11-9 1571 North US Highway 1	Comfort Suites	2011-12	7.07	6587	2046-2072	
11-10 1142 North US Highway 1	American Legion	2011-18	0.86	6610	43634	
TOTAL:			25.37			
FY 2011-2012						
Address	Business	Ordinance	Acreage	Map Book	Pages	
12-1 1634 North US1	Super 8	2012-17	4.62	6708	4068-4081	
12-2 1433-1439 North US1	MBA Business Center	2012-18	3.97	6715	159-189	
12-3 1-103 Destiny Drive	Destiny Drive	2012-22	1.24	6726	3295-3326	
	Bella Vista Way		11.50			
12-4 1438 North US1	Trescott	2012-27	0.15	6748	3944-3954	
12-5 1428 North US1	Trescott	2012-28	0.53	6748	3955-3965	
12-6 1444 North US1	JD Weber	2012-30	0.72	6751	4602-4611	
TOTAL:			22.73			
FY 2012-2013						
Address	Business	Ordinance	Acreage	Map Book	Pages	
13-1 1608 North US1	Days Inn	2012-41	6.88	6806	4415-4431	
13-2 1622 North US1	Exxon/Burger King	2012-42	1.15	6806	4432-4466	
13-3 1626 North US1	Dairy Queen	2012-43	0.46	6806	4467-4488	
13-4 305 North Tymber Creek Road	Residential MH	2013-10	0.44	6818	1010-1018	
13-5 250 Williamson Blvd	Tire Kingdom	2013-21 (40)	2.71	6892	1949-1952	
13-6 260 Williamson Blvd	Post Office + ROW	2013-43	9.74	6900	2929-2939	
13-7 1298 West Granada Blvd	Vacant	2013-44	14.54	6900	2940-2951	
13-8 1535 North US1	no business	2013-45	1.01	6900	2952-2964	
13-9 200-208 Booth Road	Tomoka Landings	2013-46	11.14	6900	2965-2982	
1720 & 1760 West Granada Blvd	Tomoka Landings	2013-46	see above			
13-10 1740 West Granada Blvd	FDOT Pond	2013-47	0.9	6900	2983-2992	
TOTAL:			48.97			
FY 2013-2014						
Address	Business	Ordinance	Acreage	Map Book	Pages	
14-1 390 Williamson Boulevard	San Marco & ROW	2013-64	20.60	6927	4254-4268	
14-2 1451-1459 North US Hwy 1	Gardens Business Center	2013-65	8.74	6927	4269-4288	
14-3 550 Williamson Boulevard	Crown Pointe	2013-75	39.4	6937	47-69	
14-4 Chelsea Place subdivision	Chelsea Place	2013-61	167.47	6937	1-46	
14-5 275 Williamson Boulevard	Love Whole Foods	2014-10	3.75	6981	862-870	
14-6 395 Williamson Boulevard	Love Whole Foods	2014-14	1.4	6970	4296-4307	
TOTAL:			241.36			
FY 2014-2015						
Address	Business	Ordinance	Acreage	Map Book	Pages	
15-1 500 S. Nova Road	Life Mobile Home Park	2015-02	23.44	7078	426-434	
15-2 240 Williamson Boulevard	Vacant	2015-04	1.91	7078	435-443	
15-3 1800/1810 N US Hwy 1	Microflex	2015-17	35.73	7122	2617-2660	
15-4 1805 N US Hwy 1	Crossroads Calvary Chapel	2015-21	18.8	7122	2661-2705	
15-5 1899 N US Hwy 1	Blue Coast Bakers	2015-22	24.13	7122	2706-2751	
15-6 1080 N US Hwy 1	Harris Village and RV Park	2015-25	1.64	7134	4358-4368	
15-7 1090 N US Hwy 1	Wild Bills	2015-26	1.79	7134	4369-4378	
15-8 1105 N US Hwy 1	Beaver Bar	2015-29	1.84	7147	2221-2230	
15-9 DD Phase I N US Hwy 1	Destination Phase I	2015-36	51.9	7155	4409-4426	
15-10 1151 N US Hwy 1	Broken Spoke	2015-37	2.75	7155	4427-4436	
15-11 DD Phase II N US Hwy 1	Destination Phase II	2015-38	112.76	7163	1501-1511	
TOTAL:			276.69			
FY 2015-2016						
Address	Use	Ordinance	Acreage	Map Book	Pages	
16-1 1003 N US Hwy1	Vacant	16-05	0.92	7230	2594-2603	
16-2 1662 N US Hwy1	Vacant	16-08	4.07	7239	3253-3263	
16-3 26 Plaza Dr	res vacant	16-23	0.15	7284	1276-1284	
16-4 1195 Roberts St	res vacant	16-24	4.14	7284	1285-1294	
TOTAL:			9.28			
FY 2016-2017						
Address	Use	Ordinance	Acreage	Map Book	Pages	
17-1 1268 West Granada Boulevard	Shoppes on Granada, Phase II	2016-46	1.75	7347	4401-4420	
TOTAL:			1.75			
FY 2017-2018						
Address	Use	Ordinance	Acreage	Map Book	Pages	
18-1 1175 N US HWY 1	Vacant	2017-29	1.68	7459	158-167	
18-2 692 S. Yonge Street	Residential	2017-30	0.65	7459	103-116	
TOTAL:			2.33			
FY 2018-2019						
Address	Use	Ordinance	Acreage	Map Book	Pages	
19-1 1345 N US HWY 1	Proposed Total Comfort	2018-32	11.47	7648	140-150	
TOTAL:			11.47			





CITY OF ORMOND BEACH
ANNEXATIONS
(2020 to 2024)

Legend

FY 2019-20

FY 2020-21

FY 2021-22

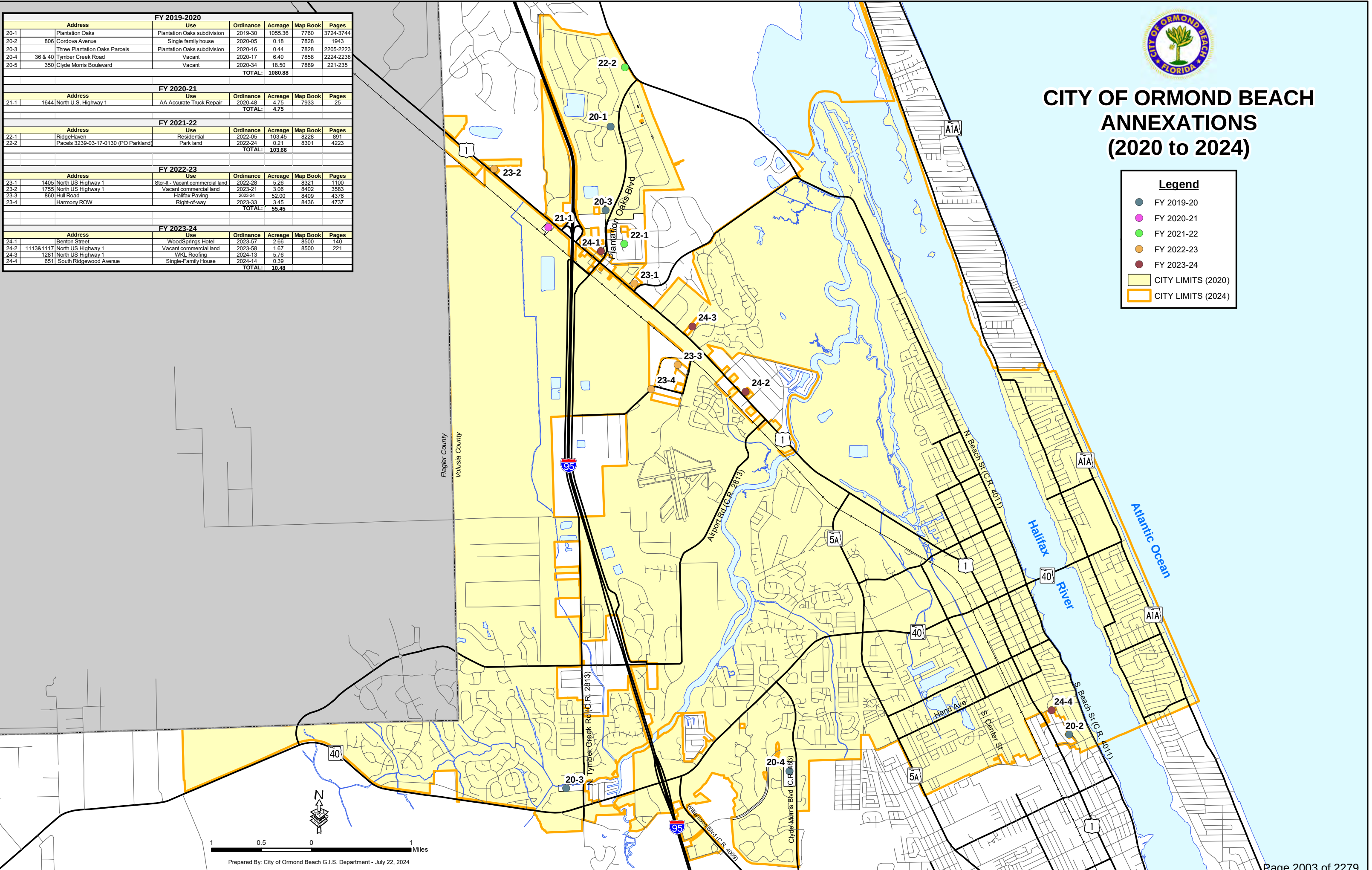
FY 2022-23

FY 2023-24

CITY LIMITS (2020)

CITY LIMITS (2024)

FY 2019-2020						
Address	Use	Ordinance	Acreage	Map Book	Pages	
20-1	Plantation Oaks	Plantation Oaks subdivision	2019-30	1055.36	7760	3724-3744
20-2	806 Cordova Avenue	Single family house	2020-05	0.18	7828	1943
20-3	Three Plantation Oaks Parcels	Plantation Oaks subdivision	2020-16	0.44	7828	2205-2223
20-4	36 & 40 Tymber Creek Road	Vacant	2020-17	6.40	7858	2224-2238
20-5	350 Clyde Morris Boulevard	Vacant	2020-34	18.50	7889	221-235
TOTAL:			1080.88			
FY 2020-21						
Address	Use	Ordinance	Acreage	Map Book	Pages	
21-1	1644 North U.S. Highway 1	AA Accurate Truck Repair	2020-48	4.75	7933	25
TOTAL:			4.75			
FY 2021-22						
Address	Use	Ordinance	Acreage	Map Book	Pages	
22-1	RidgeHaven	Residential	2022-05	103.45	8228	891
22-2	Parcels 3239-03-17-0130 (PO Parkland	Park land	2022-24	0.21	8301	4223
TOTAL:			103.66			
FY 2022-23						
Address	Use	Ordinance	Acreage	Map Book	Pages	
23-1	1405 North US Highway 1	Stor-It - Vacant commercial land	2022-28	5.26	8321	1100
23-2	1755 North US Highway 1	Vacant commercial land	2023-21	3.06	8402	3583
23-3	860 Hull Road	Halifax Paving	2023-24	52.00	8409	4376
23-4	Harmony ROW	Right-of-way	2023-33	3.45	8436	4737
TOTAL:			55.45			
FY 2023-24						
Address	Use	Ordinance	Acreage	Map Book	Pages	
24-1	Benton Street	WoodSprings Hotel	2023-57	2.66	8500	140
24-2	1113&1117 North US Highway 1	Vacant commercial land	2023-58	1.67	8500	221
24-3	1281 North US Highway 1	WKL Roofing	2024-13	5.76		
24-4	651 South Ridgewood Avenue	Single-Family House	2024-14	0.39		
TOTAL:			10.48			



ANNEXATIONS

FY 2009-2010								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	1530	North US Highway 1	McDonald's	2010-45	09.21.2010	2.58	6520	853-972
		Portion of Flagler Avenue				0.68		
TOTAL:						3.26		

FY 2010-2011								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	1545	North US Highway 1	Cheaters	2010-46	10.05.2010	1.42	6525	518-528
2	1520	North US Highway 1	Gas Station	2010-52	12.07.2010	1.31	6558	1469-1479
		Portion of Benton Street				0.49		
		Portion of Flagler Avenue				0.56		
3	1560	North US Highway 1	Gas Station	2010-53	12.07.2010	2.74	6558	1480-1488
4	1570	North US Highway 1	Waffle House	2010-54	12.21.2010	0.38	6551	637-644
5	1576	North US Highway 1	Citrus World	2010-55	12.21.2010	0.76	6551	645-653
6	1561	North US Highway 1	Vacant Wendy's	2011-09	03.21.2011	2.19	6575	2321-2373
		Portion of Rosemary Street				0.33		
7	1521	North US Highway 1	RaceTrac	2011-10	03.21.2011	2.16	6575	2293-2320
		Portion of Benton Street				2.10		
		Portion of Broadway Avenue				0.54		
8	1567	North US Highway 1	Econo Lodge	2011-11	03.21.2011	2.46	6587	2020-2045
9	1571	North US Highway 1	Comfort Suites	2011-12	04.20.2011	7.07	6587	2046-2072
10	1142	North US Highway 1	American Legion	2011-18	07.05.2011	0.86	6610	43634
TOTAL:						25.37		

ANNEXATIONS

FY 2011-2012								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	1634	North US1	Super 8	2012-17	05.01.2012	4.62	6708	4068-4081
	1644	North US1	AAAccurate	Not completed		Not completed		
		Oak Street		Not completed				
2	1433-1439	North US1	MBA Business Center	2012-18	05.15.2012	3.97	6715	159-189
3		Destiny Drive	Destiny Drive	2012-22	06.19.2012	1.24	6726	3295-3326
	1-103	Bella Vista Way	Gardens @ Addison			11.50		
4	1438	North US1	Trescott	2012-27	08.08.2012	0.15	6748	3944-3954
5	1428	North US1	Trescott	2012-28	08.08.2012	0.53	6748	3955-3965
6	1444	North US1	JD Weber	2012-30	08.21.201	0.72	6751	4602-4611
TOTAL:						22.73		

FY 2012-2013								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	1608	North US1	Days Inn	2012-41	01.08.2013	6.88	6806	4415-4431
2	1622	North US1	Exxon/Burger King	2012-42	01.08.2013	1.15	6806	4432-4466
3	1626	North US1	Dairy Queen	2012-43	01.08.2013	0.46	6806	4467-4488
4	305	North Tymber Creek Road	Residential MH	2013-10	02.05.2013	0.44	6818	1010-1018
5	250	Williamson Blvd	Tire Kingdom	2013-21 (40)	07.30.2013	2.71	6892	1949-1952
6	260	Williamson Blvd	Post Office + ROW	2013-43	08.20.2013	9.74	6900	2929-2939
7	1298	West Granada Blvd	Vacant	2013-44	08.20.2013	14.54	6900	2940-2951
8	1535	North US1	no business	2013-45	08.20.2013	1.01	6900	2952-2964
9	200-208	Booth Road	Tomoka Landings	2013-46	08.20.2013	11.14	6900	2965-2982
9	1720 & 1760	West Granada Blvd	Tomoka Landings	2013-46	08.20.2013	see above		
10	1740	West Granada Blvd	FDOT Pond	2013-47	08.20.2013	0.9	6900	2983-2992
TOTAL:						48.97		

ANNEXATIONS

FY 2013-2014								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	390	Williamson Boulevard	San Marco & ROW	2013-64	11.05.13	20.60	6927	4254-4268
2	1451-1459	North US Hwy 1	Gardens Business Center	2013-65	11.05.13	8.74	6927	4269-4268
3	550	Williamson Boulevard	Crown Pointe	2013-75	12.03.13	39.4	6937	47-69
4		Chelsea Place subdivision	Chelsea Place	2013-61	12.03.13	167.47	6937	1-46
5	275	Williamson Boulevard	Love Whole Foods	2014-10	03.04.14	3.75	6981	862-870
6	395	Williamson Boulevard	Love Whole Foods	2014-14	03.18.14	1.4	6970	4296-4307
TOTAL:						241.36		

FY 2014-2015								
Address			Business	Ordinance	Date	Acreage	Map Book	Pages
1	500	S. Nova Road	Life Mobile Home Park	2015-02	01.20.15	23.44	7078	426-434
2	240	Williamson Boulevard	Vacant	2015-04	01.20.15	1.91	7078	435-443
3	1800/1810	N US Hwy 1	Microflex	2015-17	05.19.15	35.73	7122	2617-2660
4	1805	N US Hwy 1	Crossroads Calvary Chapel	2015-21	05.19.15	18.8	7122	2661-2705
5	1899	N US Hwy 1	Blue Coast Bakers	2015-22	05.19.15	24.13	7122	2706-2751
6	1080	N US Hwy 1	Harris Village and RV Park	2015-25	06.23.15	1.64	7134	4358-4368
7	1090	N US Hwy 1	Wild Bills	2015-26	06.23.15	1.79	7134	4369-4378
8	1105	N US Hwy 1	Beaver Bar	2015-29	07.28.15	1.84	7147	2221-2230
9	DD Phase I	N US Hwy 1	Destination Phase I	2015-36	08.18.15	51.9	7155	4409-4426
10	1151	N US Hwy 1	Broken Spoke	2015-37	08.18.15	2.75	7155	4427-4436
11	DD Phase II	N US Hwy 1	Destination Phase II	2015-38	09.09.15	112.76	7163	1501-1511
TOTAL:						276.69		

ANNEXATIONS

FY 2015-2016								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1	1003	N US Hwy1	Vacant	16-05	04.05.16	0.92	7230	2594-2603
2	1662	N US Hwy1	Vacant	16-08	04.05.16	4.07	7239	3253-3263
3	26	Plaza Dr	res vacant	16-23	07.26.16	0.15	7284	1276-1284
4	1195	Roberts St	res vacant	16-24	07.26.16	4.14	7284	1285-1294
TOTAL:						9.28		

FY 2016-2017								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1	1268	West Granada Boulevard	Shoppes on Granada, Phase II	2016-46	01.03.17	1.75	7347	4401-4420
TOTAL:						1.75		

FY 2017-2018								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1	1175	N US HWY 1	Vacant	2017-29	10.03.17	1.68	7459	158-167
2	692	S. Yonge Street	Residential	2017-30	10.03.17	0.65	7459	103-116
TOTAL:						2.33		

FY 2018-2019								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1	1345	N US HWY 1	Proposed Total Comfort	2018-32	01.08.19	11.47	7648	140-150
TOTAL:						11.47		

401.85

ANNEXATIONS

FY 2019-2020								
Address			Use	Ordinance	Date	Acreage	Map Book	Pages
1		Plantation Oaks	Plantation Oaks subdivision	2019-30	10.01.19	1055.36	7760	3724-3744
2	806	Cordova Avenue	Single family house	2020-05	03.03.20	0.18	7828	1943
3		Three Plantation Oaks parcels	Plantation Oaks subdivision	2020-16	05.26.20	0.44		
4	36 & 40	Tymber Creek Road	Vacant	2020-17	05.26.20	6.40	7858	2224-2238
5	350	Clyde Morris Boulevard	Vacant	2020-34	07.28.20	18.50	7889	221-235
TOTAL:						1080.88		

FY 2020-21								
Address			Use	Ordinance	Date	Acreage	Map Book	Page
1	1644	North U.S. Highway 1	AA Accurate Truck Repair	2020-48	10.20.2020	4.75	7933	25
TOTAL:						4.75		

FY 2021-22								
Address			Use	Ordinance	Date	Acreage	Map Book	Page
1		RidgeHaven	Residential	2022-05	03.15.2022	103.45	8228	891
2		Parcels 3239-03-17-0130 (PO	Park land	2022-24	08.16.2022	0.21	8301	4223
TOTAL:						103.66		

ANNEXATIONS

FY 2022-23								
Address			Use	Ordinance	Date	Acreage	Map Book	Page
1	1405	North US Highway 1	Stor-It - Vacant commercial land	2022-28	10.05.2022	5.26	8321	1100
2	1755	North US Highway 1	Vacant commercial land	2023-21	05.02.2023	3.06	8402	3583
3	860	Hull Road	Halifax Paving	2023-24	05.16.2023	52.00	8409	4376
4		Harmony ROW	Right-of-way	2023-33	07.18.2023	3.45	8436	4737
5		Bradford Park	Subdivision	2023-44	08.15.2023	22.55	8449	406
		Indiana Avenue	Right-of-way			0.38		
		Benton Street	Right-of-way			1.83		
		Rosemary Street	Right-of-way			0.88		
TOTAL:						81.09		
FY 2023-24								
Address			Use	Ordinance	Date	Acreage	Map Book	Page
1		Benton Street	Woodsprings Hotel	2023-57	12.19.2023	2.66	8500	140
2	1113&1117	North US Highway 1	Vacant commercial land	2023-58	12.19.2023	1.67	8500	221
3	1281	North US Highway 1	WKL Roofing	2024-13	07.23.2024	5.76	8587	2950
4	651	South Ridgewood Avenue	Single-Family House	2024-14	07.23.2024	0.39	8587	2883
TOTAL:						10.48		



Comprehensive Plan amendments, 2010 to 2024

By the numbers:

- 2010-2019, 55 land use map amendments to the Comprehensive Plan.
- 2010-2019, 15 text amendments to the Comprehensive Plan.
- 2010-2019, 23 land use map amendments within the North US 1 corridor.
- 2020-2024, 16 land use map amendments to the Comprehensive Plan.
- 2020-2024, 10 text amendments to the Comprehensive Plan.

Comprehensive plan amendments can be one of three types:

1. Land Use Map amendment (small scale) under 10 acres (later amended by the state to be under 50 acres);
2. Land Use Map amendment (large scale) over 10 acres (later amended by the state to be under 50 acres); and
3. Amendment to text (Goals, Objectives, Policies, or tables/figures) of the Comprehensive Plan.

2010-2019:

From 2010 to 2014, 22 small-scale land use map amendments were in the North US 1 corridor. Many of these properties were developed and annexed from Volusia County. With the adoption of the Interlocal Service Boundary Agreement (ISBA) in 2014, a Comprehensive Plan amendment was performed in 2015 that assigned city land uses to all properties within the ISBA. In 2014, there were land use map amendments for properties along the Williamson Boulevard area that had been annexed into Ormond Beach. Other notable land use map amendments include:

1. Shoppes on Granada, vacant land annexed into Ormond Beach for retail development. Comprehensive Plan Ordinances 2013-59 and 2017-07.
2. 100 North Halifax Drive, redevelopment of a church to a townhome development. Comprehensive Plan Ordinance 2016-45.
3. Granada Pointe, stormwater area. The land use map has been amended from "Low-Density Residential" to "Open Space/Conservation" and "Residential, Office, Retail." Comprehensive Plan Ordinance 2016-06.

There were 15 text amendments to the Comprehensive Plan. Notable amendments include:

1. Capital Improvement Element annual updates;
2. Amendments to implement the Interlocal Service Boundary Agreement. Comprehensive Plan Ordinance 2014-42.
3. Amendment of the "Office/Professional" land use to the "Residential, Office, and Retail" land use. Comprehensive Plan Ordinance 2015-01.

Comprehensive Plan amendments, 2010 -2024

4. Amendment to the allowed Floor Area Ratio for buildings within the Downtown Overlay District. Comprehensive Plan Ordinance 2017-20.

2020-2024:

From 2020 to 2024, there were 16 small-scale land use map amendments. Note that the threshold for a small-scale amendment was amended to 50 acres in 2021. Notable land use map amendments include:

1. 135 North Yonge Street, Courtyards/Enclave, to allow an increase in multi-family residential density. Comprehensive Plan Ordinance 2019-23.
2. 350 Clyde Morris Boulevard, Paradise Pointe, based on annexation to allow a "Residential, Office, Retail" land use. The site was developed into an assisted living facility. Comprehensive Plan Ordinance 2020-46.
3. Interlocal Service Boundary Agreement amendments: Plantation Oaks (1st amendment) and RidgeHaven (2nd amendment) for residential subdivisions. Comprehensive Plan Ordinances 2019-43 and 2022-12.

From 2020 to 2024, there were 10 text amendments. Notable text amendments include:

1. Required text amendments: (a) Property rights element, Ordinance 2021-44, (b) Peril of Flood, Ordinance 2022-37, (c) Water Supply Work Plan, Ordinance 2024-08.
2. Interlocal Service Boundary Agreement amendments: (a) Plantation Oaks, Ordinance 2019-43, and (b) RidgeHaven, Ordinance 2022-12.
3. Clarification of annexation policies, Future Land Use Element, Ordinance 2020-03.



CITY OF ORMOND BEACH LAND USE AMENDMENTS (2010 to 2024)

Legend

FISCAL YEAR

2010-11 (12 AMENDMENTS)

2011-12 (1 AMENDMENTS)

2012-13 (11 AMENDMENTS)

2013-14 (18 AMENDMENTS)

2014-15 (33 AMENDMENTS)

2015-16 (6 AMENDMENTS)

2016-17 (6 AMENDMENTS)

2017-18 (1 AMENDMENTS)

2018-19 (2 AMENDMENTS)

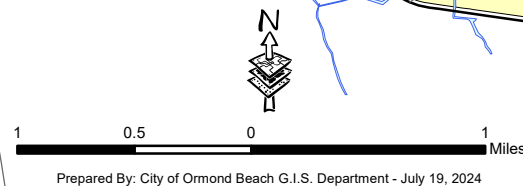
2019-20 (6 AMENDMENTS)

2020-21 (5 AMENDMENTS)

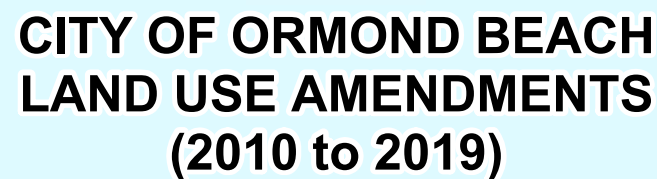
2021-22 (4 AMENDMENTS)

2022-23 (8 AMENDMENTS)

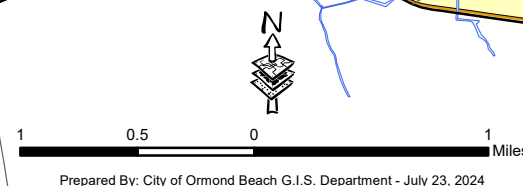
CITY LIMITS (2024)



Prepared By: City of Ormond Beach G.I.S. Department - July 19, 2024



FISCAL YEAR	MAP ID	LAND USE
2014-15	41	Rural Estate/Agriculture (REA)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Light Industrial/Utilities (LI/U)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	41	Low Intensity Commercial (LIC)
2014-15	42	Low Intensity Commercial (LIC)
2014-15	43	Medium Density Residential (MDR)
2015-16	44	Light Industrial/Utilities (LI/U)
2015-16	45	Residential Office Retail (ROR)
2015-16	46	Open Space/Conservation (OS/C)
2015-16	46	Residential Office Retail (ROR)
2015-16	47	Rural Estate/Agriculture (REA)
2015-16	47	Open Space/Conservation (OS/C)
2016-17	48	Low Density Residential (LDR)
2016-17	49	Low Density Residential (LDR)
2016-17	49	Low Density Residential (LDR)
2016-17	50	Residential Office Retail (ROR)
2016-17	51	Medium Density Residential (MDR)
2016-17	52	Residential Office Retail (ROR)
2017-18	53	Low Intensity Commercial (LIC)
2018-19	54	Suburban Low Density Residential (SLDR)
2018-19	55	Suburban Low Density Residential (SLDR)





CITY OF ORMOND BEACH LAND USE AMENDMENTS (2020 to 2024)

Legend

FISCALYEAR

2019-20 (6 AMENDMENTS)

2020-21 (5 AMENDMENTS)

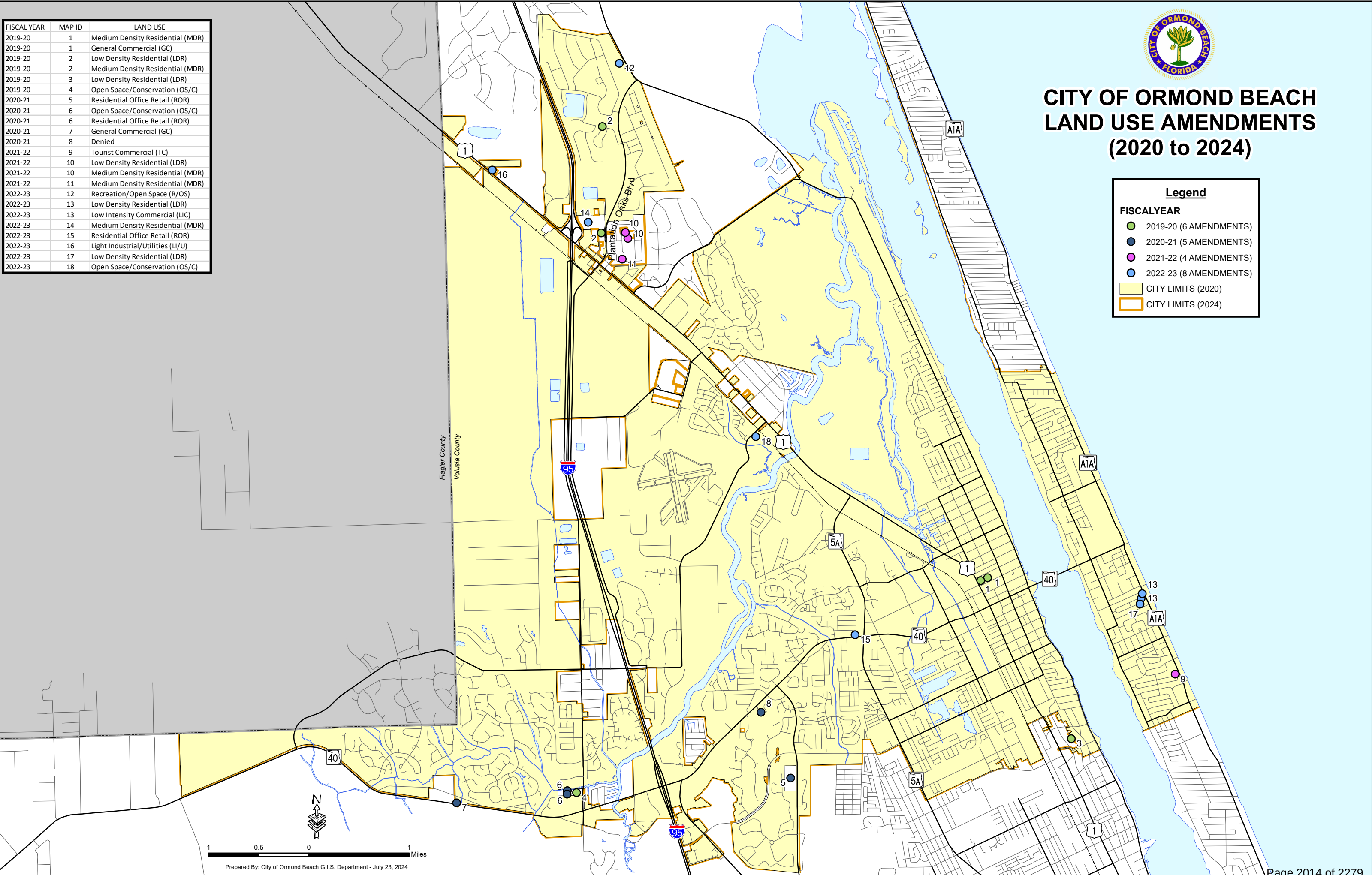
2021-22 (4 AMENDMENTS)

2022-23 (8 AMENDMENTS)

CITY LIMITS (2020)

CITY LIMITS (2024)

FISCAL YEAR	MAP ID	LAND USE
2019-20	1	Medium Density Residential (MDR)
2019-20	1	General Commercial (GC)
2019-20	2	Low Density Residential (LDR)
2019-20	2	Medium Density Residential (MDR)
2019-20	3	Low Density Residential (LDR)
2019-20	4	Open Space/Conservation (OS/C)
2020-21	5	Residential Office Retail (ROR)
2020-21	6	Open Space/Conservation (OS/C)
2020-21	6	Residential Office Retail (ROR)
2020-21	7	General Commercial (GC)
2020-21	8	Denied
2021-22	9	Tourist Commercial (TC)
2021-22	10	Low Density Residential (LDR)
2021-22	10	Medium Density Residential (MDR)
2021-22	11	Medium Density Residential (MDR)
2022-23	12	Recreation/Open Space (R/OS)
2022-23	13	Low Density Residential (LDR)
2022-23	13	Low Intensity Commercial (LIC)
2022-23	14	Medium Density Residential (MDR)
2022-23	15	Residential Office Retail (ROR)
2022-23	16	Light Industrial/Utilities (LI/U)
2022-23	17	Low Density Residential (LDR)
2022-23	18	Open Space/Conservation (OS/C)



Comprehensive Plan amendments, 2010 to 2019

FY 2010-11										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment
1	10/19/2010	2010-168		A	Stipulated Settlement Agreement					
2	10/19/2010	2010-47	1		146 North Orchard Street		"Office/Professional"	"Industrial/Utilities"	6.00	NA
3	12/7/2010	2010-48		B						Evaluation and Appraisal Report (EAR) amendments Remedial Amendments - Transportation and Capital Improvement Elements
4	8/3/2011	2011-19	2		1520 North US Highway 1	Gas Station	VC "Commerical"	"Low Intensity Commercial"	1.31	NA
5	8/3/2011	2011-20	3		1521 North US Highway 1	Rac Trac	VC "Commerical"	"Low Intensity Commercial"	2.16	NA
6	8/3/2011	2011-21	4		1530 North US Highway 1	Gas Station	VC "Commerical"	"Low Intensity Commercial"	2.58	NA
7	8/3/2011	2011-22	5		1545 North US Highway 1	Cheaters	VC "Commerical"	"Low Intensity Commercial"	1.42	NA
8	8/3/2011	2011-23	6		1560 North US Highway 1	Big Chief	VC "Commerical"	"Low Intensity Commercial"	2.74	NA
9	8/3/2011	2011-24	7		1561 North US Highway 1	Vacant	VC "Commerical"	"Low Intensity Commercial"	2.19	NA
10	8/3/2011	2011-25	8		1567 North US Highway 1	Econo Lodge	VC "Commerical"	"Low Intensity Commercial"	2.46	NA
11	8/3/2011	2011-26	9		1570 North US Highway 1	Waffle House	VC "Commerical"	"Low Intensity Commercial"	0.36	NA
12	8/3/2011	2011-27	10		1571 North US Highway 1	Comfort Suites	VC "Commerical"	"Low Intensity Commercial"	7.07	NA
13	8/3/2011	2011-28	11		1576 North US Highway 1	Fruit Stand	VC "Commerical"	"Low Intensity Commercial"	0.76	NA
14	8/16/2011	2011-29	12		1142 North US Highway 1	American Legion	VC "Industrial"	"Light Industrial/Utilities"	0.86	NA

FY 2011-12										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	1/17/2012	2011-58		C						2011 CIE annual update
2	2/7/2012	2012-02		D						Tranportation Element, Policy 2.1.5
3	9/4/2012	2012-33	13		115 North Nova Road	Bank	"Open space/Conservation"	"Office Professional"	0.46	NA
4	10/18/2011	R2011-162		E	Resolution					Transmitting amendment to Transportation Element

FY 2012-13										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	11/7/2012	2012-37	14		1634 North US Highway 1		VC "Commerical"	"Tourist Commercial"	4.60	NA
2	3/19/2013	2013-05	15		1-103 Belle Vita Way		VC Comm & VC UMI	"Medium Density Residential"	11.50	NA
3	2/5/2013	2013-06	16		1428 North US Highway 1		VC "Commerical"	"Low Intensity Commercial"	0.53	NA
4	2/5/2013	2013-07	17		1433-39 North US Highway 1		VC "Commerical"	"Low Intensity Commercial"	3.97	NA
5	2/5/2013	2013-08	18		1438 North US Highway 1		VC "Commerical"	"Low Intensity Commercial"	0.15	NA
6	2/5/2013	2013-09	19		1444 North US Highway 1		VC "Commerical"	"Low Intensity Commercial"	0.72	NA
7	2/19/2013	2013-14		F						2012 CIE Update

Comprehensive Plan amendments, 2010 to 2019

FY 2012-13											
#	Adoption Date	Ordinance	Map ID	Non-Map	Address		Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
8	4/16/2013	2013-27	20		1608	North US Highway 1	Days Inn/Scottish Inns	VC "Commercial"	"Tourist Commercial"	6.88	NA
9	4/16/2013	2013-28	21		1622	North US Highway 1	Exxon/Burger King	VC "Commercial"	"Tourist Commercial"	1.15	NA
10	4/16/2013	2013-29	22		1626	North US Highway 1	Dairy Queen	VC "Commercial"	"Tourist Commercial"	0.46	NA
11	5/7/2013	2013-33	23		305 North Tymber Creek Road		SFH	VC Urban Low Intensity"	"Low Density Residential"	0.44	NA
12	9/17/2013	2013-53	24		250 Williamson Blvd.		Tire Kingdom	VC "Commercial"	"General Commercial"	1.25	NA

FY 2013-14												
#	Adoption Date	Ordinance	Map ID	Non-Map	Address		Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation	
1	11/5/2013	2013-59	25		1298 West Granada Boulevard		Vacant	VC "Urban Med Intensity"	"Commercial"	4.64	Map annotation: No residential uses permitted. OSC – stormwater only.	
								Open Space/Conservation	9.89			
2	11/5/2013	2013-66	26		1535 North US Highway 1			VC "Commercial"	"Low Intensity Commercial"	1.01	NA	
3	11/19/2013	2013-70	27		260 Williamson Boulevard		Post Office	VC "Urban Medium Intensity"	"Low Intensity Commercial"	8.06	NA	
4	1/7/2014	2013-78	28		1740 West Granada Boulevard		FDOT pond	VC "Low Impact Urban"	"Low Intensity Commercial"	0.90	NA	
5	2/18/2014	2013-79	29		200 & 208 Booth & West Granada	1720 & 1760 Boulevard	Tomoka Landings	VC Low Impact Urban	"Low Intensity Commercial"	6.90	Over 10 acres	
							VC Environmental Systems Corridor	Open Space/Conservation	4.20			
6	1/21/2014	2014-01	30		55&75 North Nova Road		Bank to retail	P/I & O/P	"Low Intensity Commercial"	3.13	NA	
7	3/18/2014	2014-02	31		1500 San Marco Blvd		San Marco	Urban High Intensity	Office/Professional	18.68	NA	
8	1/21/2014	2014-06		G	CIE Update					NA	2013 Annual CIE Update	
9	4/1/2014	2014-07	32		550 Williamson Blvd		Crown Point	VC Urban High Intensity	"High Density Residential"	35.00	Over 10 acres	
10	3/4/2014	2014-12	33		1451-1459 North US Highway 1		Gardens Business Center	VC "Commercial"	"Low Intensity Commercial"	8.30	NA	
11	6/17/2014	2014-16	34		875 Sterthaus Drive		Vacant Land	"Public/Institutional"	"Office Professional"	13.73	Over 10 acres	
12	6/17/2014	2014-18	35		Chelsea Place Subdivision		Chelsea Place	Urban Med Intensity	Suburban Low Density Residential	38.90	Map annotation: Maximum 4.93 units per acre	
								Urban Low Intensity		128.57		
13	6/2/2104	2014-21	36		275	Williamson Boulevard	Love Whole Foods	VC "Commercial"	"Low Intensity Commercial"	3.75	NA	
13	6/2/2104	2014-21	37		395	Williamson Boulevard	Vacant Land	VC "Commercial"	"Low Intensity Commercial"	1.40	NA	
14	7/29/2014	2014-26	38		1287 West Granada Boulevard		Vacant Land	"Office Professional"	"Low Intensity Commercial"	2.53	NA	
14	7/29/2014	2014-26	39		1301 West Granada Boulevard		Vacant Land	"Suburban Low Density Residential"	"Low Intensity Commercial"	2.47	Map annotation: 0.12 FAR, prohibited certain uses	
15	8/19/2014	2014-30	40		640	North Nova Road	Tomoka Oakwood North Condo	"Medium Density Residential"	"High Density Residential"	4.64	Map annotation: Maximum units per acre of 20.	

Comprehensive Plan amendments, 2010 to 2019

FY 2014-15										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	1/20/2015	2014-42		H						ISBA Text amendments - Future Land Use & Intergovernmental Coordination Elements
2	3/17/2015	2015-01		I						ROR Text Amendment - Future Land Use, Future Land Use Map text, Conservation Elements
3	1/20/2015	2015-05	41							ISBA - multiple properties
4	2/3/2015	2015-08		J						2014 CIE annual update
5	3/3/2015	2015-10	42		240 Williamson Boulevard	Vacant	VC "Commercial"	"Low Intensity Commercial"	1.91	NA
6	9/23/2015	2015-30	43		500 South Nova Road	Life Mobile Home	VC UMI	MDR	23.44	Over 10 acres

FY 2015-16										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	10/20/2015	2015-45	44		4 North Perrott Drive	SR Perrott	"General Commercial"	"Industrial/Utilities"	1.21	NA
2	12/1/2015	2015-51	45		10 Magnolia Avenue	Vacant	"Low Density Residential"	"Residential, Office, Retail"	1.70	NA
3	2/2/2016	2016-02		K						2015 CIE annual update
4	4/5/2016	2016-06	46		101 Bennett & 634 WGB	Vacant	LDR	OS/C (6 acres) & ROR (2.6acres)	8.60	NA
5	4/5/2016	2016-07	47		500 Tymber Creek Road	SFH	VC ESC & VC Rural	OB REA & OS/C	9.60	NA

FY 2016-17										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	10/3/2016	2016-32	48		26 Plaza Drive	Vacant	VC UMI	OB LDR	0.15	NA
2	10/3/2016	2016-33	49		1195 Roberts Street	Vacant	VC ULD & OB LI/U	OB LDR	4.14	NA
3	10/3/2016	2016-34	50		#4230-00-00-0051	Vacant	"Public Institutional"	"Residential, Office, Retail"	0.20	NA
4	1/17/2017	2016-45	51		100 North Halifax Drive	Church	"Public Institutional"	MDR	1.48	NA
5	2/7/2017	2017-03		L						2016 CIE annual update
6	3/7/2017	2017-07	52		1268 West Granada Blvd	SFH	VC "Urban Medium Intensity"	"Residential, Office, Retail"	1.75	NA

Comprehensive Plan amendments, 2010 to 2019

FY 2017-18										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	11/7/2017	2017-20		M					NA	FAR within Downtown area, Future Land Use Element
2	1/2/2018	2017-41	53		692 South Yonge Street	Vacant	VC "Commercial"	"Low Intensity Commercial"	0.65	NA
3	1/16/2018	2017-03		N					2017 CIE annual update	

FY 2018-19										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment
1	3/21/2019	2019-2		O					2018 CIE annual update	
2	4/2/2019	2019-8	54		2575 West Granada Boulevard	vacant	"Public/Institutional"	"Suburban Low Density Residential"	5.02	
3	8/20/2019	2019-20	55		2260 Airport Road	vacant	"Public/Institutional"	"Suburban Low Density Residential"	2.17	

Comprehensive Plan amendments, 2020 to 2024

FY 2019-20											
#	Adoption Date	Ordinance	Map ID	Non-Map	Address		Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres) or map annotation
1	10/1/2019	2019-23	1		135	North Yonge Street	vacant	LDR	MDR	2.52	Note: FAR = 0.20 & GC limited to 22 units per acre
2	1/21/2020	2019-43	2		ISBA, 1st amendment - Plantation Oaks		Multiple	VC R,ULI, UMI	LDR and MDR	1071.24	Plantation Oaks ISBA small scale, Policy 9.1.4, Table 5 of FLUE
3	1/21/2020	2019-44		A	Large scale amendments						ISBA Text Amendments
4	5/12/2020	2020-03		B	Large scale amendments						Annexation Policy
5	6/9/2020	2020-27	3		806	Cordova Avenue	SFH	UMI	LDR	0.18	SFH
6	7/28/2020	2020-08		C	Large scale amendments						City parcels (Airport Road & WGB)
7	8/18/2020	2020-43	4		40 Tymber Creek Road		Stormwater pond	ESC & ULI	OS/C	3.42	

FY 2020-21											
#	Adoption Date	Ordinance	Map ID	Non-Map	Address		Business	From	To	Acreage	Text amendments or large scale amendment (over 10 acres)or map annotation
1	11/4/2020	2020-46	5		350	Clyde Morris Boulevard	Vacant	VC LIU	ROR	18.47	Large Scale (map annotation) 4 units per acre and max FAR of 0.45
2	1/5/2021	2020-56	6		36	North Tymber Creek Road	Vacant	VC ULI & VC ESC	OSC & ROR	6.40	
3	2/2/2021	2021-05	7		2341	West Granada Boulevard	Vacant	VC Rural	General Commercial	0.32	
4	2/2/2021	2021-06		D	CIE Update						Large Scale
5	3/16/2021	Denied	8		1190	West Granada Boulevard					Denied

FY 2021-22											
#	Adoption Date	Ordinance	Map ID	Non-Map	Address		Business	From	To	Acreage	Text amendments or large scale amendment (over 50 acres) or map annotation
1	1/18/2022	2021-44		E	Large scale amendments						New Property Rights Element
2	4/5/2022	2022-06	9		722	S. Atlantic Ave.	City Initiated	LDR	TC	0.353	
NA	5/3/2022 (re-done)	2022-11	10		ISBA-2nd Amend	Multiple- RidgeHaven and enclave properties	VC UMI	LDR	84.26	Not adopted - redone	
							VC UMI	MDR	5.73		
3	5/3/2022	2022-12	11		Small Scale	Multiple-RidgeHaven properties		City LIC	City LDR	19.19	RidgeHaven amend original ISBA, Table 6 of FLUE - RidgeHaven - 298 units maximum
4	7/19/2022	2022-14		F	Large scale amendments						ISBA Text Amendments
5	8/3/2022	2022-18			ISBA-2nd Amend	Multiple- RidgeHaven and enclave properties	VC UMI	LDR	84.26	Small Scale-2nd Amended ISBA (map annotation) 3 units per acre for 84.26 acres, maximum Ridgehaven = 298 & limited to 8 units per acre	
				G			VC UMI	MDR	5.73		

Comprehensive Plan amendments, 2020 to 2024

FY 2022-23											
#	Adoption Date	Ordinance	Map ID	Non-Map	Address		Business	From	To	Acreage	Text amendments or large scale amendment (over 50 acres) or map annotation
1	10/5/2022	2022-29	12		Plantation Oaks, VC park parcel			OB LDR & VC ULI	OB R/OS	33.310	3124-00-00-0022, 3239-03-17-0130, & 3239-03-07-0100
2	1/24/2023	2022-37		H		Peril of Flood					Text
3	1/24/2023	2023-03	13		264-300	South Atlantic Avenue (Ormond Holdings)		PI	LDR	4.25	
4	1/24/2023	2023-07	14		Bradford park			LIC	MDR	13.13	Maximum 8 units per acre
5	2/7/2023	2023-08	15		101	Fiesta Drive		LDR	ROR	0.30	Zero FAR and zero units per acre
6	6/6/2023	2023-27	16		1755	North US Highway1		LIC	LI/U	3.06	
7	8/1/2023	2023-42	17		204	Magnolia Avenue		PI	LDR	0.24	

FY 2023-24										
#	Adoption Date	Ordinance	Map ID	Non-Map	Address	Business	From	To	Acreage	Text amendments or large scale amendment (over 50 acres) or map annotation
1	8/6/2024	2024-08		I	Water Supply Work Plan					Water Supply Plan



Multi-Family Residential Development

By the numbers:

- 3 Multi-family developments constructed from 2010 – 2024.
- 212 multi-family units constructed from 2010 – 2024.

2010-2019:

In 2010, two multi-family projects were constructed:

1. Madison Glen, 570 Sterthaus Drive, 96 units (senior housing).
2. Olive Grove, 765 West Granada Boulevard, 88 units.

In 2018, the first building consisting of 28 units was constructed within the Ormond Renaissance Condominium project. The project has a total of 280 multi-family units approved in ten (10) buildings.

2020-2024:

There have been no multi-family projects constructed from 2020 to 2024.



CITY OF ORMOND BEACH
MULTI-FAMILY DEVELOPMENT
(2010 to 2024)

Legend

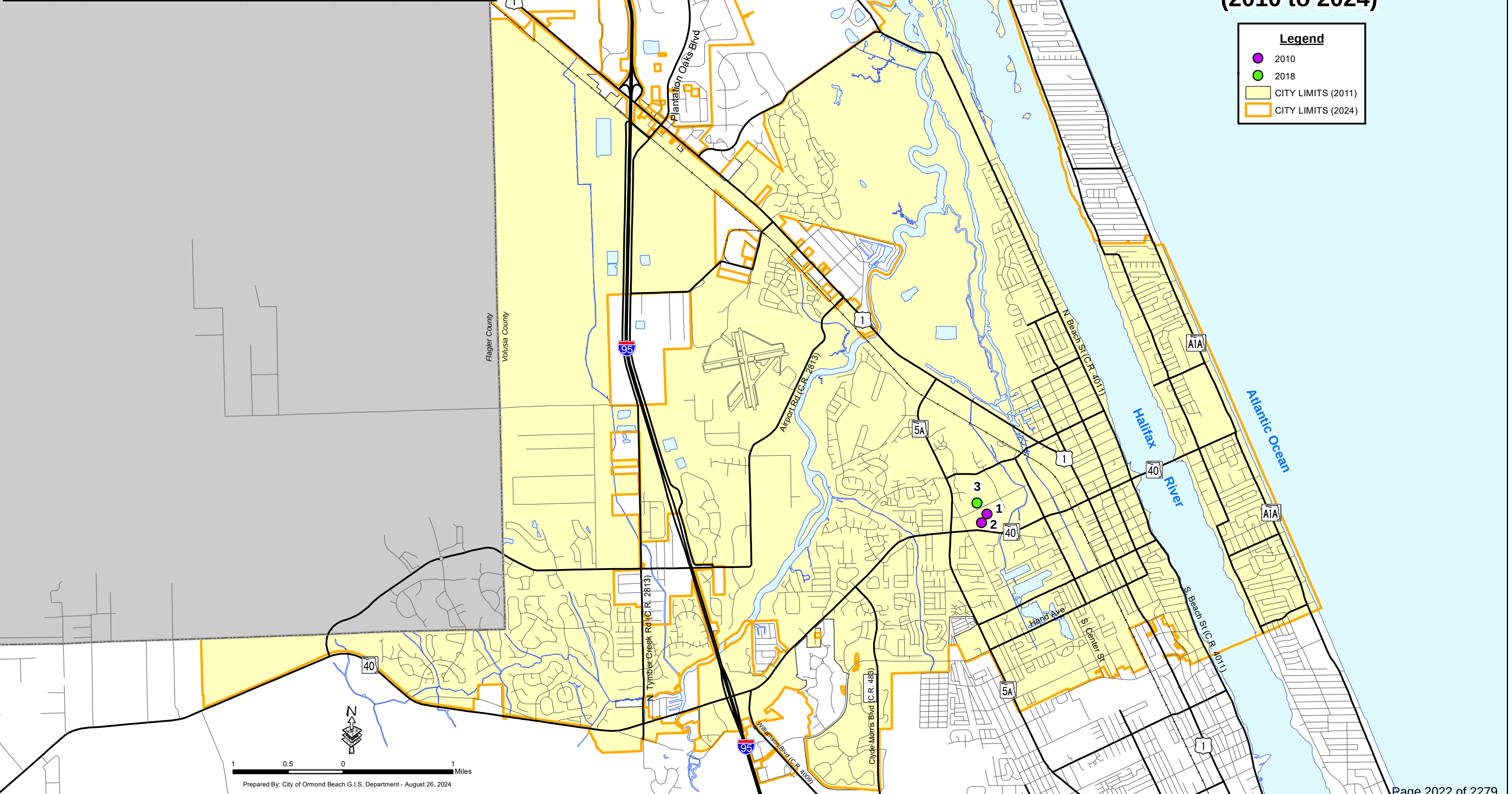
2010

2018

CITY LIMITS (2011)

CITY LIMITS (2024)

Map ID	Year	Address	Project Name	Use	Type	Units or Square Footage
1	2010	570 Sterthaus Drive	Madison Glen	Multi-Family	New	96 units
2	2010	765 West Granada Boulevard	Olive Grove	Multi-Family	New	88 units
3	2018	799 Sterthaus Drive	Ormond Renaissance Condo (Building 1C)	Multi-Family	New	28 units

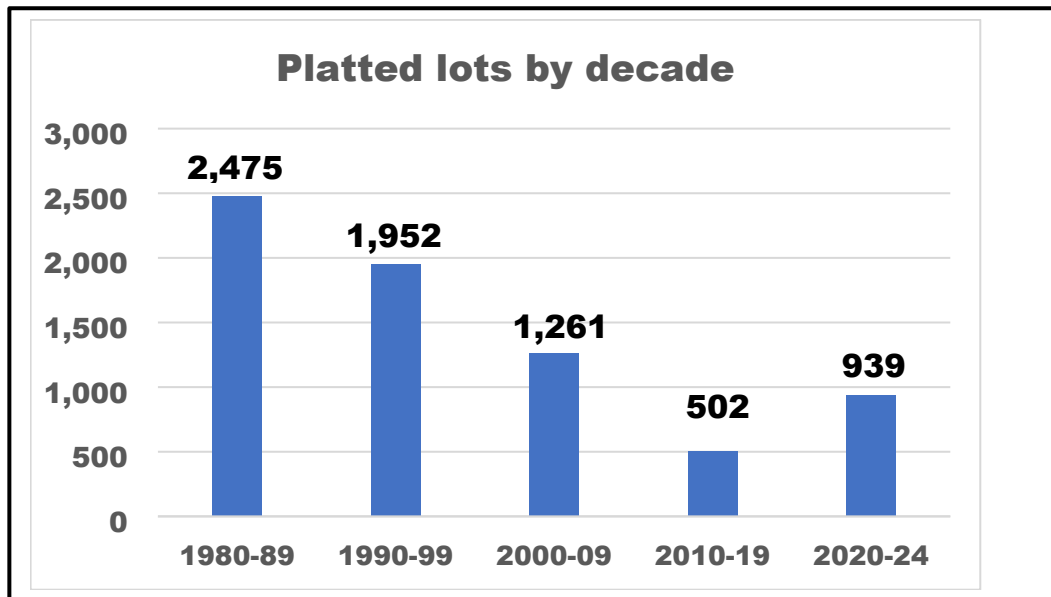




Residential Development, Platted Lots

By the numbers:

- 1980-1989, 2,475 lots platted.
- 1990-1999, 1,952 lots platted.
- 2000-2009, 1,261 lots platted.
- 2010-2019, 502 lots platted.
- 2020-2024, 569 lots platted.



Subdivision construction requires platting (preliminary and final plats). Final plats are approved by the city and recorded with the Volusia County Clerk of the Court. After recording a final plat, the platted lots can be sold, and residential units can be constructed. The platted lots provide an inventory of available lots to be constructed with a building permit.

2010-2019:

No residential plats were recorded from 2010 to 2013. The River Oaks subdivision (101 lots) was platted in 2014 and 2016, and the Deer Creek subdivision (98 lots) was platted in 2015 and 2016. The annexed lands of the Chelsea Place subdivision (65 lots) and the Gardens at Addison Oaks (72 townhome lots) were recorded in 2017. The city-approved planned developments of the Pineland subdivision (114 for 3 phases) and Cypress Trail subdivision (48 lots) were recorded in 2019.

2020-2024:

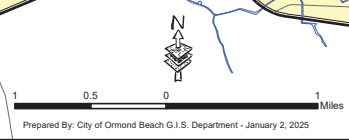
In 2020, the Pellicer subdivision (5 lots) was recorded. The continued buildout of the Pineland subdivision (78 lots in phases 4 and 5) and the Ormond Grande townhome subdivision (60 lots) were recorded in 2021. In 2023, the Cupola at Oceanside townhome project (12 lots) and the first two subdivisions within Plantation Oaks, Fountain View, Phase 1 (121 lots), and Archer's Mill, Phase 1 (94 lots) were recorded. The following subdivisions were recorded in 2024: RidgeHaven subdivision (286 lots) Archer's Mill, Phase 2 (68 lots), Fountain View, Phase 1B (137 lots) and Archer's Mill, Phase 6 (78 lots). To date, a total of 939 residential lots have been platted from 2020 to 2024.



CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (1980 to 2024)

Legend

- 1980 thru 1989
- 1990 thru 1999
- 2000 thru 2009
- 2010 thru 2019
- 2020 thru 2024
- CITY LIMITS (2024)





CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (1980 to 1989)

Legend

PROJECT BY YEAR

●

1980

●

1981

●

1982

●

1983

●

1984

●

1985

●

1986

●

1987

●

1988

●

1989

CITY LIMITS (1981)CITY LIMITS (2024)

YEAR	MAP ID	PROJECT
1980	1	Ramble Wood Replat
1980	2	Arrowhead Village Replat
1980	3	Cherokee Trails Phase 2
1980	4	Lakebridge Subdivision
1980	5	Oak Forest Subdivision Phase 5
1980	6	Winding Woods Unit 1
1980	7	Arrowhead Village Unit 2
1980	8	Northbrook Unit 5
1980	9	Sherris Subdivision
1980	10	Northbrook Unit 6
1981	11	Park Place Phase 1
1981	12	Arbor Trails Tract 3
1981	13	Stratford Place
1982	14	Lakevue Tract 6A
1982	15	Ormond Tomoka Subdivision
1982	16	Ormond Washington Subdivision
1982	17	Trails - South Forty Subdivision Phase 1
1982	18	Wildwood Villas Phase 1
1982	19	Arrowhead Village Phase 3
1982	20	Arbor Oaks Tract 4
1982	21	Lakevue Tract 6B
1983	22	Sawtooth Subdivision
1983	23	Wildwood Villas Phase 2
1983	24	Stratford Place South
1983	25	Park Place Phase 2
1984	26	Trails - South Forty Subdivision Phase 2
1984	27	Trails - North Forty Subdivision
1984	28	Misners Branch at Winding Woods Phase 5A
1984	29	Brookwood Subdivision 3rd Addition
1984	30	Charleston Square Subdivision
1984	31	Trails - South Forty Subdivision Unit 3A
1984	32	Hickory Village
1984	33	Arbor Oaks Tract 5
1984	34	Brooke Station
1985	35	Winding Woods Unit 2
1985	36	Fox Hollow Subdivision
1985	37	Tidewater Subdivision
1986	38	Rocky Ridge Villas
1986	39	Hunters Run at Lakebridge
1986	40	Breakaway Trails Phase 1 Unit 1
1986	41	Breakaway Trails Phase 1 Unit 2
1986	42	The Crossings
1986	43	Hammock Trace Subdivision Unit 1
1986	43	Fox Hollow Subdivision Phase 2
1987	44	Oak Brook Subdivision
1987	45	Carriage Creek at Breakaway Trails
1987	46	Winding Woods Unit 3
1987	47	Winding Woods Unit 4
1987	48	Arroyo Oaks Subdivision
1987	49	Hammock Trace Subdivision Unit 2
1987	50	Alden Shores
1987	51	Alsaw Subdivision
1987	52	Breakaway Trails Phase 2
1987	53	Aston Park Subdivision
1988	54	Sandy Lake Subdivision
1988	55	Misners Branch at Winding Woods Phase 5B
1988	56	Whispering Oaks Subdivision
1988	57	Moss Point Subdivision
1988	58	Hunters Run at Lakebridge Replat
1989	59	Fernwood Subdivision
1989	60	Sailors Row Subdivision
1989	61	Harbour Lights Subdivision
1989	62	Park Ridge
1989	63	Lake Walden Cove
1989	64	Ocean Village Villas
1989	65	Castlegate Subdivision
1989	66	Talaquah Subdivision

1 0.5 0 1 Miles
Prepared By: City of Ormond Beach G.I.S. Department - July 16, 2024



CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (1990 to 1999)

Legend

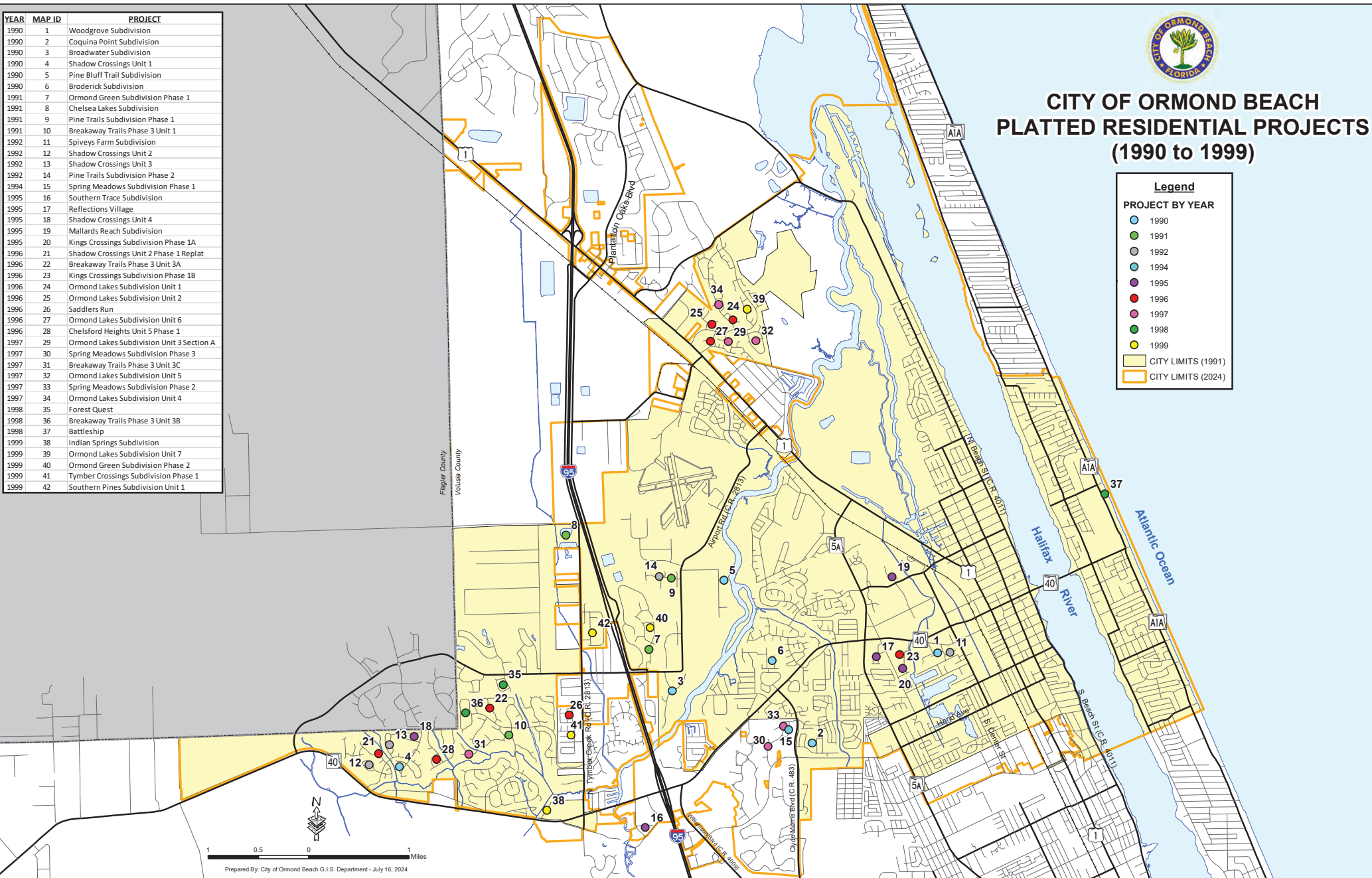
PROJECT BY YEAR

- 1990
- 1991
- 1992
- 1994
- 1995
- 1996
- 1997
- 1998
- 1999

CITY LIMITS (1991)

CITY LIMITS (2024)

YEAR	MAP ID	PROJECT
1990	1	Woodgrove Subdivision
1990	2	Coquina Point Subdivision
1990	3	Broadwater Subdivision
1990	4	Shadow Crossings Unit 1
1990	5	Pine Bluff Trail Subdivision
1990	6	Broderick Subdivision
1991	7	Ormond Green Subdivision Phase 1
1991	8	Chelsea Lakes Subdivision
1991	9	Pine Trails Subdivision Phase 1
1991	10	Breakaway Trails Phase 3 Unit 1
1992	11	Spiveys Farm Subdivision
1992	12	Shadow Crossings Unit 2
1992	13	Shadow Crossings Unit 3
1992	14	Pine Trails Subdivision Phase 2
1994	15	Spring Meadows Subdivision Phase 1
1995	16	Southern Trace Subdivision
1995	17	Reflections Village
1995	18	Shadow Crossings Unit 4
1995	19	Mallards Reach Subdivision
1995	20	Kings Crossings Subdivision Phase 1A
1996	21	Shadow Crossings Unit 2 Phase 1 Replat
1996	22	Breakaway Trails Phase 3 Unit 3A
1996	23	Kings Crossings Subdivision Phase 1B
1996	24	Ormond Lakes Subdivision Unit 1
1996	25	Ormond Lakes Subdivision Unit 2
1996	26	Saddlers Run
1996	27	Ormond Lakes Subdivision Unit 6
1996	28	Chelsford Heights Unit 5 Phase 1
1997	29	Ormond Lakes Subdivision Unit 3 Section A
1997	30	Spring Meadows Subdivision Phase 3
1997	31	Breakaway Trails Phase 3 Unit 3C
1997	32	Ormond Lakes Subdivision Unit 5
1997	33	Spring Meadows Subdivision Phase 2
1997	34	Ormond Lakes Subdivision Unit 4
1998	35	Forest Quest
1998	36	Breakaway Trails Phase 3 Unit 3B
1998	37	Battleship
1999	38	Indian Springs Subdivision
1999	39	Ormond Lakes Subdivision Unit 7
1999	40	Ormond Green Subdivision Phase 2
1999	41	Tymber Crossings Subdivision Phase 1
1999	42	Southern Pines Subdivision Unit 1





CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (2000 to 2009)

Legend

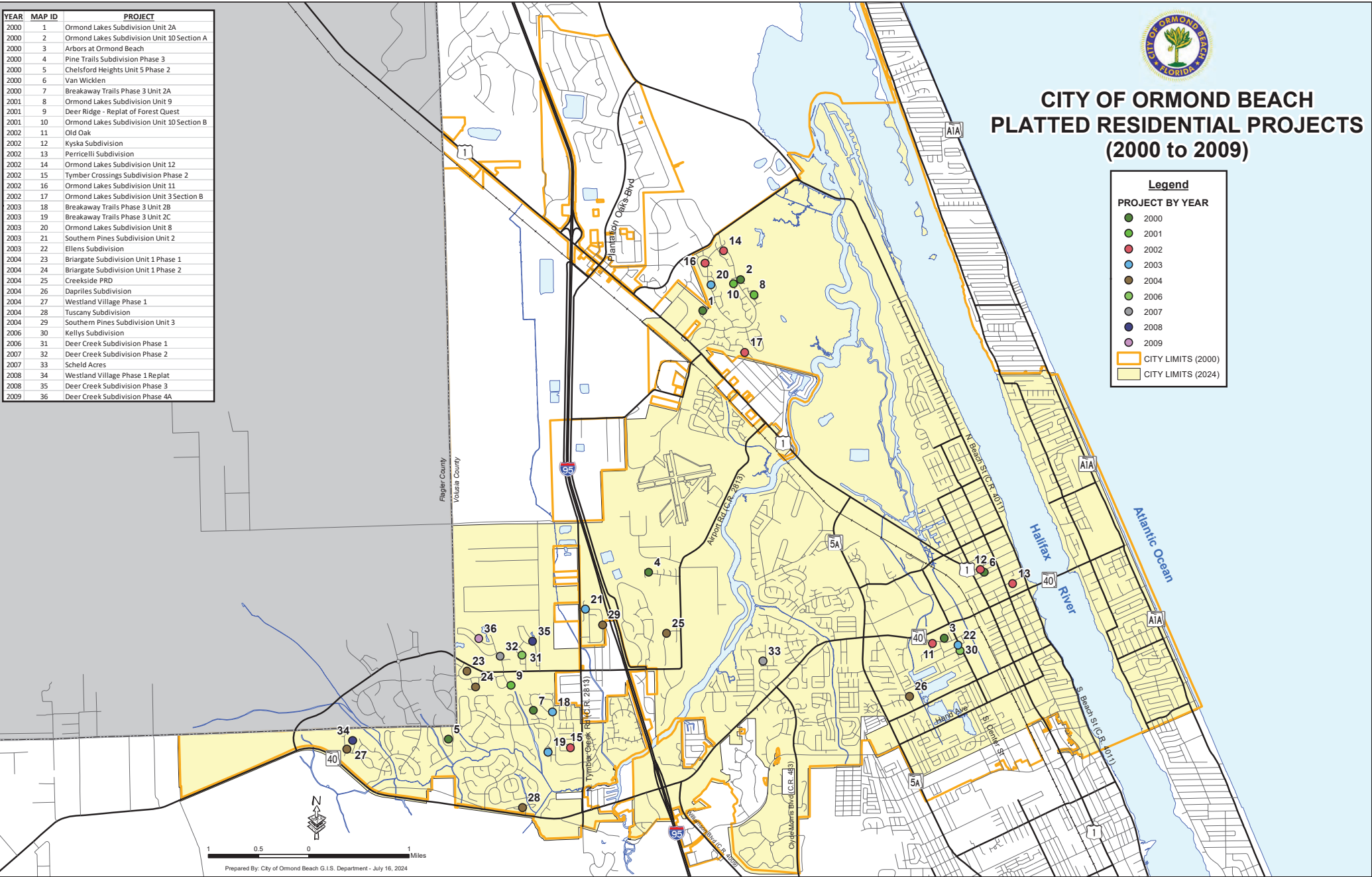
PROJECT BY YEAR

- 2000
- 2001
- 2002
- 2003
- 2004
- 2006
- 2007
- 2008
- 2009

CITY LIMITS (2000)

CITY LIMITS (2024)

YEAR	MAP ID	PROJECT
2000	1	Ormond Lakes Subdivision Unit 2A
2000	2	Ormond Lakes Subdivision Unit 10 Section A
2000	3	Arbors at Ormond Beach
2000	4	Pine Trails Subdivision Phase 3
2000	5	Chelsford Heights Unit 5 Phase 2
2000	6	Van Wicklen
2000	7	Breakaway Trails Phase 3 Unit 2A
2001	8	Ormond Lakes Subdivision Unit 9
2001	9	Deer Ridge - Replat of Forest Quest
2001	10	Ormond Lakes Subdivision Unit 10 Section B
2002	11	Old Oak
2002	12	Kyska Subdivision
2002	13	Perricelli Subdivision
2002	14	Ormond Lakes Subdivision Unit 12
2002	15	Tymber Crossings Subdivision Phase 2
2002	16	Ormond Lakes Subdivision Unit 11
2002	17	Ormond Lakes Subdivision Unit 3 Section B
2003	18	Breakaway Trails Phase 3 Unit 2B
2003	19	Breakaway Trails Phase 3 Unit 2C
2003	20	Ormond Lakes Subdivision Unit 8
2003	21	Southern Pines Subdivision Unit 2
2003	22	Ellens Subdivision
2004	23	Briargate Subdivision Unit 1 Phase 1
2004	24	Briargate Subdivision Unit 1 Phase 2
2004	25	Creekside PRD
2004	26	Daprites Subdivision
2004	27	Westland Village Phase 1
2004	28	Tuscany Subdivision
2004	29	Southern Pines Subdivision Unit 3
2006	30	Kellys Subdivision
2006	31	Deer Creek Subdivision Phase 1
2007	32	Deer Creek Subdivision Phase 2
2007	33	Schild Acres
2008	34	Westland Village Phase 1 Replat
2008	35	Deer Creek Subdivision Phase 3
2009	36	Deer Creek Subdivision Phase 4A



Prepared By: City of Ormond Beach G.I.S. Department - July 16, 2024



CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (2010 to 2019)

Legend

PROJECT BY YEAR

- 2014
- 2015
- 2016
- 2017
- 2019
- CITY LIMITS (2011)
- CITY LIMITS (2024)

YEAR	MAP ID	PROJECT
2014	1	River Oaks of Ormond Beach Phase 1
2015	2	Deer Creek Subdivision Phase 4B
2016	3	River Oaks of Ormond Beach Phase 2
2016	4	Deer Creek Subdivision Phase 4C
2017	5	Chelsea Place Subdivision Phase 3
2017	6	Gardens at Addison Oaks
2019	7	Grenier Subdivision
2019	8	Pineland Subdivision Phase 1
2019	9	Pineland Subdivision Phase 2 & 3
2019	10	Cypress Trails Subdivision

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - July 16, 2024

YEAR	MAP ID	PROJECT
2020	1	Pellicer Acres
2021	2	Pineland Subdivision Phase 4 & 5
2021	3	Ormond Grande
2023	4	Cuploa at Oceanside
2023	5	Fountain View Phase 1 (Tiger Oaks)
2023	6	Archers Mill Phase 1
2024	7	Ridgehaven
2024	8	Archers Mill Phase 2
2024	9	Fountain View Phase 1B
2024	10	Archers Mill Phase 6



CITY OF ORMOND BEACH PLATTED RESIDENTIAL PROJECTS (2020 to 2024)

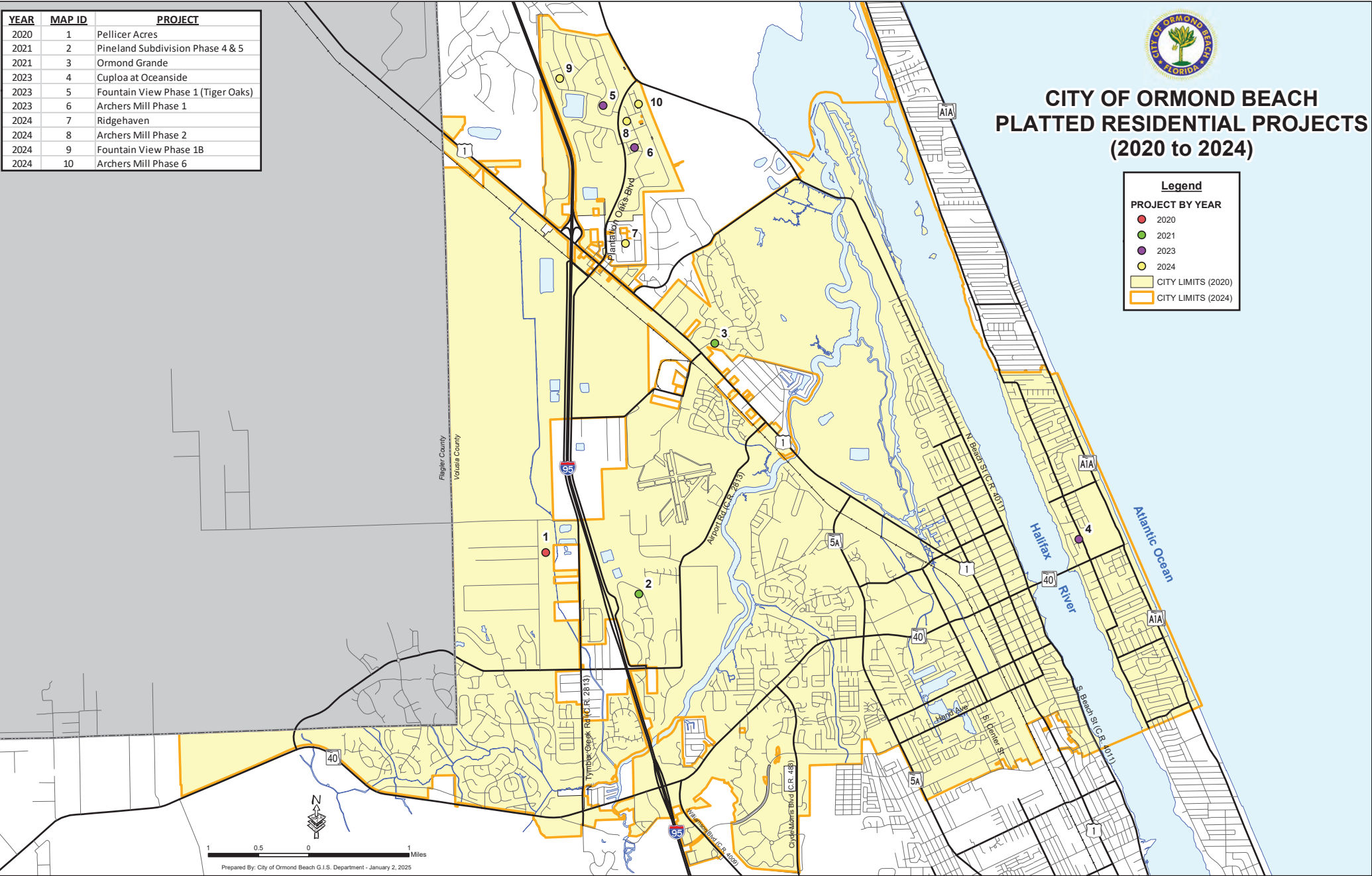
Legend

PROJECT BY YEAR

- 2020
- 2021
- 2023
- 2024

CITY LIMITS (2020)

CITY LIMITS (2024)



Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1980	1	Ramble Wood Replat	37, Page 17	40	7.31	July 14, 1980
	2	Arrowhead Village Replat	37, Page 10	40	6.84	July 16, 1980
	3	Cherokee Trails, Phase 2	37, Page 19	28	5.41	July 22, 1980
	4	Lakebridge	37, Pages 24&25	Tracts	59.99	August 1, 1980
	5	Oak Forest, Phase 5	37, Page 28	13	3.98	August 13, 1980
	6	Winding Woods, Unit 1	37, Pages 80-81	34	8.78	October 21, 1980
	7	Arrowhead Village, Unit 2	37, Pages 82 & 83	41	8.43	October 27, 1980
	8	Northbrook, Unit 5	37, Page 84	57	15.64	October 29, 1980
	9	Sherris	37, Page 108	20	5.51	November 19, 1980
	10	Northbrook, Unit 6	37, Page 114	44	14.13	December 1, 1980
TOTAL:				317	136.02	

1981	11	Park Place, Phase 1	37, Page 169	45	6.88	April 21, 1981
	12	Arbor Trails, Tract 3	37, Pages 170-171	33	2.97	April 22, 1981
	13	Stratford Place	38, Page 34	31	9.54	September 1, 1981
TOTAL:				109	19.39	

1982	14	Lakevue, Tract 6A	38, Page 98	50	3.31	March 17, 1982
	15	Ormond Tomoka	38, Page 128	10	3.12	May 14, 1982
	16	Ormond Washington	38, Page 129	5	1.70	May 14, 1982
	17	Trails, South Forty, Phase 1	38, Pages 134-135	46	28.76	June 15, 1982
	18	Wildwood Villas, Phase 1	38, Page 154	14	3.27	August 17, 1982
	19	Arrowhead Village, Phase 3	38, Page 167	22	4.59	October 13, 1982
	20	Arbor Oaks, Tract 4	38, Pages 169&170	29	2.64	November 1, 1982
	21	Lakevue, Tract 6B	38, Page 178	33	3.31	December 12, 1982
TOTAL:				209	50.70	

1983	22	Sawtooth	38, Page 186	52	15.02	February 4, 1983
	23	Wildwood Villas, Phase 2	39, Pages 38 & 39	25	4.95	June 9, 1983
	24	Stratford Place South	39, Pages 61 & 62	35	10.22	September 1, 1983
	25	Park Place, Phase 2	39, Page 101	50	7.12	September 6, 1983
TOTAL:				162	27.09	

1984	26	Trails South Forty, Phase 2	39, Page 107	40	8.83	January 12, 1984
	27	Trails North Forty	39, Pages 112-117	148	38.64	January 20, 1984
	28	Misner's Branch @ Winding Woods	39, Pages 120-121	22	3.16	February 10, 1984
	29	Brookwood, 3rd addition	39, Page 152	17	10.51	April 1984
	30	Charleston Square	39, Pages 155 & 156	53	19.58	April 13, 1984
	31	South Forty, Unit 3A	39, Page 157 & 158	12	2.61	April 23, 1984
	32	Hickory Village	39, Page 168	61	15.26	May 18, 1984
	33	Arbor Lakes, Tract 5	39, Page 182	35	3.00	June 14, 1984
	34	Brooke Station	40, Page 7	15	4.81	August 29, 1984
TOTAL:				403	106.40	

1985	35	Winding Woods, Unit 2	40, Pages 69-70	23	6.09	February 6, 1985
	36	Fox Hollow	40, Pages 144-145	40	13.49	July 26, 1985
	37	Tidewater	40, Page 174	15	29.97	December 9, 1985
TOTAL:				78	49.55	

1986	38	Rock Ridge Villas	40, Page 85	7	1.57	March 26, 1985
	39	Hunter's Run at Lakebridge	40, Pages 197 & 198	29	3.58	January 14, 1986
	40	Breakaway Trails Ph 1 Unit 1	41, Pages 29-32	120	104.36	April 19, 1986
	41	Breakaway Trails Ph 1 Unit 2	41, Pages 33 & 34	76	60.26	April 19, 1986
	42	The Crossings	41, Page 64	36	14.66	August 21, 1986
	43	Hammock Trace, Unit 1	41, Page 65	31	9.45	September 2, 1986
	43	Fox Hollow, Phase 2	41, Page 95	21	7.60	December 16, 1986
TOTAL:				320	201.49	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1987	44	Oak Brook	41, Page 117	30	9.59	February 4, 1987
	45	Carriage Creek at Breakaway Tra	41-119/120	73	30.92	February 10, 1987
	46	Winding Woods, Unit 3	41, Pages 122 & 123	18	5.61	February 20, 1987
	47	Winding Woods, Unit 4	41, Pages 124 & 125	21	8.50	February 20, 1987
	48	Arroyo Oaks	41, Page 143	6	2.05	May 18, 1987
	49	Hammock Trace, Unit 2	41, Page 144	19	5.04	May 20, 1987
	50	Alden Shores	41, Page 153	9	2.86	June 22, 1987
	51	Alsaw	41, Page 165	6	2.54	July 22, 1987
	52	Breakaway Trails Ph 2	41, Pages 185 & 187	97	73.84	October 23, 1987
	53	Aston Park	41, Page 188	32	9.70	October 23, 1987
TOTAL:				311	150.65	

1988	54	Sandy Lake	42, Page 14	14	4.15	January 13, 1988
	55	Misner's Branch @ Winding Woods Ph 5B	42, Page 18	9	7.00	January 27, 1988
	56	Whispering Oaks	42, Pages 25 & 26	16	5.80	March 11, 1988
	57	Moss Point	42, Pages 99 & 100	19	28.82	October 20, 1988
	58	Hunter's Run at Lakebridge replat	42, Page 101	18	1.26	October 25, 1988
TOTAL:				76	47.03	

1989	59	Fernwood	42, Page 118	12	2.96	January 6, 1989
	60	Sailors Row	42, Page 119	13	3.30	January 6, 1989
	61	Harbour Lights	42, Page 143	26	6.42	March 16, 1989
	62	Park Ridge	42, Page 167	70	23.56	May 3, 1989
	63	Lake Walden Cove	42, Pages 175 & 176	22	8.70	May 19, 1989
	64	Ocean Village Villas	42, Pages 192-197	245	39.82	June 28, 1989
	65	Castlegate	42, Page 199	33	11.45	July 3, 1989
	66	Talaquah	43, Page 12	69	22.58	September 11, 1989
TOTAL:				490	118.79	

TOTAL, 1980-1989 2,475 907.10 2.728

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1990	1	Woodgrove	43, Page 39	25	6.54	January 3, 1990
	2	Coquina Point	43, Pages 40 & 41	109	57.33	January 11, 1990
	3	Broadwater	43, Pages 60 & 61	60	120.33	March 19, 1990
	4	Shadow Crossings, Unit 1	43, Pages 77-81	108	81.44	April 24, 1990
	5	Pine Bluff Trail	43, Pages 83 & 84	5	25.43	May 14, 1990
	6	Broderick	43, Pages 106 & 107	15	15.07	September 6, 1990
TOTAL:				322	306.14	

1991	7	Ormond Green, Phase 1	43, Pages 151-152	50	32.25	April 3, 1991
	8	Chelsea Lakes	43, Page 168	3	10.00	April 24, 1991
	9	Pine Trails, Phase 1	43, Page 194	46	20.49	October 24, 1991
	10	Breakaway Trails Ph 3 Unit 1	44, Pages 1 - 7	200	170.03	December 18, 1991
TOTAL:				299	232.77	

1992	11	Spiveys' Farms	44, Page 35	19	5.33	August 31, 1992
	12	Shadow Crossings, Unit 2	44, Pages 49-52	77	79.73	September 16, 1992
	13	Shadow Crossings, Unit 3	44, Pages 53-55	52	32.93	September 16, 1992
	14	Pine Trails, Phase 2	44, Pages 72	24	8.95	December 29, 1992
TOTAL:				172	126.94	

1993		None				
TOTAL:				0	0.00	

1994	15	Spring Meadows, Phase 1	44, Pages 128-129	28	77.36	May 16, 1994
TOTAL:				28	77.36	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
1995	16	Southern Trace	44, Pages 200 & 201	24	11.08	February 28, 1995
	17	Reflections Village	45, Pages 33 & 34	60	15.97	June 19, 1995
	18	Shadow Crossings, Unit 4	45, Pages 44 & 45	54	26.34	August 24, 1995
	19	Mallards Reach	45, Pages 46 & 47	35	65.52	August 24, 1995
	20	Kings Crossings, Phase 1A	45, Pages 61 & 62	34	19.07	September 28, 1995

TOTAL: 207 137.98

1996	21	Shadow Crossings, Unit 2, Phase 1 Replat	45, Page 90	No new lots		January 4, 1996
	22	Breakaway Trails Ph 3 Unit 3A	45, Pages 94-96	83	43.85	January 11, 1996
	23	Kings Crossings, Phase 1B	45, Pages 110 & 111	31	9.57	March 15, 1996
	24	Ormond Lakes, Unit 1	45, Pages 126-129	39	69.66	May 31, 1996
	25	Ormond Lakes, Unit II	45, Page 155	34	13.50	July 31, 1996
	26	Saddlers Run	45, Page 156	70	29.63	August 2, 1996
	27	Ormond Lakes, Unit VI	45, Pages 179-180	26	8.88	December 10, 1996
	28	Chelsford Heights, unit 5, Phase 1	45, Pages 181-183	45	60.68	December 10, 1996

TOTAL: 328 235.77

1997	29	Ormond Lakes, Unit III, Section A	45, Pages 200-201	41	17.42	January 28, 1997
	30	Spring Meadows, Phase 3	46, Pages 27-28	50	Included in Ph 1	March 25, 1997
	31	Breakaway Trails Ph 3 Unit 3C	46, Pages 77 & 78	26	27.98	July 9, 1997
	32	Ormond Lakes, Unit V	46, Pages 74-76	63	53.66	August 20, 1997
	33	Spring Meadows, Phase 2	45, Pages 192-193	29	Included in Ph 1	January 17, 1997
	34	Ormond Lakes, Unit IV	46, Pages 83	43	19.34	September 18, 1997

TOTAL: 252 118.40

1998	35	Forest Quest	46, Page 170	49	32.83	June 24, 1998
	36	Breakaway Trails Ph 3 Unit 3B	46, Pages 173 & 174	77	42.07	July 31, 1998
	37	Battleship	47, Page 2	3	2.00	November 9, 1998

TOTAL: 129 76.90

1999	38	Indian Springs	47, Pages 10 -11	20	21.56	January 15, 1999
	39	Ormond Lakes, Unit VII	47, Pages 29-30	50	26.03	March 5, 1999
	40	Ormond Green, Phase 2	47, Page 102	44	17.78	October 15, 1999
	41	Tymber Crossings, Phase 1	47, Pages 111-112	70	31.04	November 1, 1999
	42	Southern Pines, Unit 1	47, Page 121	31	26.27	November 8, 1999

TOTAL: 215 122.68

TOTAL, 1990-1999 1,952 1,434.94

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2000	1	Ormond Lakes, Unit II-A	47, Pages 136 & 137	33	15.04	February 18, 2000
	2	Ormond Lakes, Unit X, Section A	47, Pages 138 & 139	21	11.70	March 7, 2000
	3	Abors at Ormond Beach	47, Page 148	2	3.07	April 3, 2000
	4	Pine Trails, Phase 3	47, Pages 158-159	20	15.03	May 12, 2000
	5	Chelsford Heights, Unit 5, Phase 2	47, Pages 160 & 161	36	37.39	May 16, 2000
	6	Van Wicklen	47, Page 192	2	0.63	September 8, 2000
	7	Breakaway Trails Ph 3 Unit 2A	47, Pages 193- 197	78	42.50	September 8, 2000

TOTAL: 192 125.36

2001	8	Ormond Lakes, Unit IX	48, Pages 65-66	44	20.94	March 12, 2001
	9	Deer Ridge - Replat of Forest Quest	48, Page 87	3	0.74	April 25, 2001
	10	Ormond Lakes, Unit X, Section B	48, Page 131	17	8.93	September 25, 2001

TOTAL: 64 30.61

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2002	11	Old Oak	48, Page 167	2	3.39	January 7, 2002
	12	Kyska	48, Page 185	4	0.70	February 27, 2002
	13	Perricelli	48, Page 190	2	0.87	March 18, 2002
	14	Ormond Lakes, Unit XII	49, Pages 34-37	44	35.83	July 16, 2002
	15	Tymber Crossings, Phase 2	49, Pages 78-79	44	17.86	October 18, 2002
	16	Ormond Lakes, Unit XI	49, Pages 92-93	75	36.80	November 23, 2002
	17	Ormond Lakes, Unit III, Section B	49, Pages 94-95	39	16.67	November 23, 2002
TOTAL:				210	112.12	

2003	18	Breakaway Trails Ph 3 Unit 2B	49-Pages 122/125	81	32.79	February 11, 2003
	19	Breakaway Trails Ph 3 Unit 2C	49-Pages 180 -186	73	85.55	May 14, 2003
	20	Ormond Lakes, Unit VIII	49, Pages 195-196	37	45.62	May 30, 2003
	21	Southern Pines, Unit 2	50, Page 45	47	25.87	August 13, 2003
	22	Ellen's	50, Page 69	3	0.60	October 20, 2003
TOTAL:				241	190.43	

2004	23	Briargate, Unit 1, Phase 1	50, pages 119-120	42	45.71	February 13, 2004
	24	Briargate, Unit 1, Phase 2	50, pages 121-122	29	10.39	February 13, 2004
	25	Creeside PRD	50, Pages 192-197	66	58.56	May 13, 2004
	26	Daprile's	51, Page 29	3	0.64	July 14, 2004
	27	Westland Village, Phase 1	51, Pages 34-36	48	33.86	August 3, 2004
	28	Tuscany	51, Pages 46-49	52	24.52	June 18, 2004
	29	Southern Pines, Unit 3	51, Pages 88-89	61	21.02	November 19, 2004
TOTAL:				301	194.70	

2005		None				
TOTAL:				0	0.00	

2006	30	Kelly's Subdivision	52, Page 136	3	0.70	January 19, 2006
	31	Deer Creek, Phase 1	54, Pages 12-23	48	238.39	December 22, 2006
TOTAL:				51	239.09	

2007	32	Deer Creek, Phase 2	54, Pages 167-171	62	Part of DC, Ph 1	November 28, 2007
	33	Scheld Acres	54, Pages 124 & 125	3	3.00	June 12, 2007
TOTAL:				65	3.00	

2008	34	Westland Village, Phase 1 Replat	55, Pages 4&5	No new lots	No new lots	
	35	Deer Creek, Phase 3	54, Pages 185-189	89	Part of DC, Ph 1	February 13, 2008
TOTAL:				89	0.00	

2009	36	Deer Creek, Phase 4A	55, Pages 93-100	48	Part of DC, Ph 1	December 29, 2009
TOTAL:				48	0.00	

TOTAL, 2000-2009 1,261 895.31

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2010			None			
TOTAL:				0	0.00	

2011			None			
TOTAL:				0	0.00	

2012			None			
TOTAL:				0	0.00	

2013			None			
TOTAL:				0	0.00	

Ormond Beach platted residential subdivisions

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2014	1	River Oaks of Ormond Beach, Phase 1	56, Pages 80-81	47	25.01	June 16, 2014
TOTAL:				47	25.01	

2015	2	Deer Creek, Phase 4B	56, Pages 127-130	49	Part of DC, Ph 1	March 17, 2015
TOTAL:				49	0.00	

2016	3	River Oaks of Ormond Beach, Phase 2	57, Pages 123-126	54	33.26	October 19, 2016
	4	Deer Creek, Phase 4C	57, Pages 109-110	49	Part of DC, Ph 1	June 21, 2016
TOTAL:				103	33.26	

2017	5	Chelsea Place, Phase 3	58, Pages 11-17	65	56.47	March 17, 2017
	6	Gardens at Addison Oaks	58, Pages 129	72	10.87	December 13, 2017
TOTAL:				137	67.34	

2018		None				
TOTAL:				0	0.00	

2019	7	Grenier Subdivision	60, Pages 92 & 93	4	20.00	May 8, 2019
	8	Pineland, Phase 1	60, Pages 113-117	44	22.58	June 14, 2019
	9	Pineland Phases 2&3	60, Pages 118-123	70	42.96	June 14, 2019
	10	Cypress Trail	60, Pages 143-146	48	28.65	August 1, 2019
TOTAL:				166	114.19	

TOTAL, 2010-2019 502 239.80

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2020	1	Pellicer	61, Pages 173 & 174	5	25.00	September 25, 2020
TOTAL:				5	25.00	

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2021	2	Pineland, Phases 4 & 5	62, Pages 91-99	78	80.54	March 18, 2021
	3	Ormond Grande	62, 140-145	60	11.86	July 16, 2021
TOTAL:				138	92.4	

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2022		None				
TOTAL:				0	0	

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2023	4	Cupola at Oceanside	64, Pages 139-140	12	1.48	March 13, 2023
	5	Fountain View, Phase 1 (Tiger Oaks)	65, Pages 56-66	121	100.92	August 25, 2023
	6	Archer's Mill, Phase 1	65, Pages 141-147	94	42.38	November 3, 2024
TOTAL:				227	144.78	

Year	#	Plat Name	Map Book/Page	Units	Acreage	Recording Date
2024	7	RidgeHaven	66, Pages 26-43	286	103.45	June 5, 2024
	8	Archer's Mill, Phase 2	66, Pages 54-58	68	25.53	August 19, 2024
	8	Fountain View, Phase 1B	66, 75-85	137	77.91	September 9, 2024
	10	Archer's Mill, Phase 6	66, 154-159	78	46.54	December 30, 2024
TOTAL:				569	253.43	

TOTAL, 2020-2024 939 516



Permitted Development Projects, 2010 to 2024

By the numbers: Type of development projects permitted by category:

Type of Use	2010-2019, Number of Projects	2010-2019 Square Feet or Units	2020-2024, Number of Projects	2020-2024 Square Feet or Units
Commercial	38	217,725	15	98,850
House of Worship	2	72,585	0	NA
Industrial	15	353,408	16	567,982
Infrastructure, commercial	1	NA	1	NA
Institutional	11	62,240	8	145,380
Multi-Family	3	212 units	0	NA
Office	8	179,230	3	20,348
Parking/ RV & Boat Storage	6	NA	1	NA
Residential (single- family/townhouses)	5	455	16	1,716
Telecommunication Towers	2	NA	0	NA
Transient Lodging	1	124 units	1	125 units

Note: The information in the table above and in the information below are all permitted developments. No approved development that has not been constructed are included.

Commercial: This includes uses such as retail sales, restaurants, restaurants with drive-thru, convenience gas stations, and banks.

2010-2019:

1. There were new and re-constructed gas stations, including (a) RaceTrac (1670 West Granada Boulevard), (b) Wawa (600 West Granada Boulevard), (c) Sunoco's (1546 West Granada Boulevard, 3 North Yonge, and 460 South Atlantic Avenue).
2. The Shoppes on Granada, 1254 through 1298 West Granada Boulevard, developed new retail uses, including an Aldi and a Starbucks.
3. A number of restaurants were constructed, including (a) Jimmy Johns (300 West Granada Boulevard), (b) Zaxby's (1287 West Granada Boulevard), (c) Maria Bonita expansion (196 West Granada Boulevard), (d) Hull's Seafood expansion (111 West Granada Boulevard), (e) Pumphouse redevelopment (124 West Granada Boulevard), and (f) Dunkin' Donuts redevelopment (1535 N. U.S. Highway 1).

Permitted Development Projects, 2010-2024

4. Several banks were constructed, including (a) Chase Bank (75 Shadow Lakes Boulevard), (b) Vystar Credit Union (1301 West Granada Boulevard), and Chase Bank redevelopment (1520 West Granada Boulevard).
5. Multiple properties were redeveloped, including (a) CVS (790 West Granada Boulevard), Dollar General (1545 N. US Highway 1), Starbucks (125 East Granada Boulevard), and Surf Style (600 West Granada Boulevard).

2020-2024:

1. Redevelopments: Publix reconstruction (220 North Nova Road) and Ocean Club redevelopment (88 South Atlantic Avenue).
2. North US1 retail: Ace Hardware (1480 North U.S. Highway 1) new retail sales in the North US 1 corridor.
3. Granada Pointe: Culver's (655 West Granada Boulevard) and IHOP (675 West Granada Boulevard).

House of Worship: This category includes churches.

2010-2019:

Tomoka Christian Church (1450 Hand Avenue) constructed a new facility, and Salty Church (221 Vining Court) performed a significant expansion.

2020-2024:

No activity.

Industrial: This category includes warehousing, manufacturing, and other light industrial uses.

2010-2019:

1. S.R. Perrott (1280 N. U.S. Highway 1) constructed a new facility in 2013 and performed an expansion in 2019.
2. Airport Business Park: (a) E-LAB expansion (8 East Tower Circle), (b) Valiant Diners (15 West Tower Circle), (c) Concentrated Aloe (20 West Tower Circle).

2020-2024:

1. Indoor self-storage: (a) All-Aboard Storage (263 S. Nova Road), (b) All-Aboard Storage (Interchange Depot), (c) Stor-It (1405 N. U.S. Highway 1, and (d) Ormond Central (768 West Granada Boulevard).
2. Airport Business Park: (a) GPR1 (105 Runway Drive), (b) Valiant Diners (15 West Tower Circle, (c) Beach House Graphics (7 East Tower Circle).

Infrastructure, Commercial: This category includes a commercial subdivision where the property is cleared and graded and infrastructure, including stormwater, utilities, common roadways, and landscaping, is constructed.

2010-2019:

1. Granada Point: This project is at 600 West Granada Boulevard.

Permitted Development Projects, 2010-2024

2020-2024:

1. Ormond Central: This project is at 768 West Granada Boulevard.

Institutional: This category includes public facilities such as parks, assisted living facilities, child care centers, and other governmental facilities.

2010-2019:

1. Ormond Beach park facilities: Andy Romano Beachfront Park (839 South Atlantic Avenue), the Sports Complex Field House (80 Doug Thomas Way), and the Environmental Discovery Center (601 Division Avenue) were constructed in this timeframe.
2. Assisted Living Facilities: Sarah House (30 Forest Court) and For Our Parents (495 Sterthaus Drive) were constructed.

2020-2024:

1. Assisted Living Facilities: Paradise Pointe (350 Clyde Morris Boulevard) and Revella (1211 West Granada Boulevard) were constructed.
2. Art Museum: performed a major redevelopment at 78 East Granada Boulevard.
3. Ormond Beach park facilities: South Ormond Neighborhood Center (176 Division) added a gymnasium.

Multifamily: This category includes multi-family developments.

2010-2019:

1. Madison Glen (570 Sterthaus Drive) – 96 units, senior housing.
2. Olive Grove (765 West Granada Boulevard) - 88 affordable/attainable housing units.
3. Ormond Renaissance Condominium (799 Sterthaus Drive) 28 units (one of ten buildings) – new multifamily.

2020-2024:

No activity.

Office: This category includes offices and medical offices.

2010-2019:

4. Security First (1001 Broadway Avenue) is the first development within Ormond Crossings.
5. Olive Grove (775 West Granada Boulevard) and Realty Pros (900 West Granada) constructed new office facilities.

2020-2024:

1. Complete Cardiology (1240 West Granada Boulevard) and Halifax Paving (860 Hull Road) performed office expansions at existing developed properties.

2. Full-Time Construction (1255 North US Highway 1) constructed a new office building.

Parking and Storage: This category includes stand-alone parking lots and RV & boat storage facilities.

2010-2019:

1. RV & boat parking: Stor-It (99 Portland Street), 146 North Orchard Street, and Total Comfort (1345 N. US Highway 1) constructed new RV and boat storage facilities.
2. Volusia County created an off-beach parking lot at 650 South Atlantic Avenue.

2020-2024:

1. RV & boat parking: 835 Hull Road is in the process of creating RV and boat storage.

Residential Development: This category includes the subdivision infrastructure improvements for single-family and townhome developments. Additional building permits are required for the construction of buildings.

2010-2019:

Residential development in Ormond Beach was slowed based on the economy (2010-2015) and a lack of vacant residential land. River Oaks was approved in Volusia County and annexed into the city based on connections to city utilities. Chelsea Place, Phase 3, also annexed based on a utility connection. Cypress Trails and Pineland subdivisions were planned developments approved later in the decade. A list of the residential developments is provided below:

Subdivision	Lots
Deer Creek, Phase 4	49
River Oaks	101
Chelsea Place	65
Cypress Trails	48
Pineland	192
Total	455

2020-2024:

Ormond Beach annexed the Plantation Oaks subdivision, an approved Development of Regional Impact and Planned Development in Volusia County based upon a connection to city utilities. Other land areas in the Plantation Oaks Boulevard annexed for utility connections included RidgeHaven and Bradford Park. The list below comprises a mix of manufactured homes, townhomes, and various sizes of single-family lots. A list of the residential developments is provided below:

Permitted Development Projects, 2010-2024

Subdivision	Lots
Ormond Grande, Townhomes	60
Plantation Oaks, Phase 2B, Manufactured Homes	125
Cupola, Townhomes	12
Fountain View, Phase 1A	121
Plantation Oaks, Phase 2C, Manufactured Homes	121
Plantation Oaks, Phase 2D, Manufactured Homes	84
Archer's Mill, Phase 1 (Plantation Oaks)	94
Archer's Mill, Phase 2 (Plantation Oaks)	68
Archer's Mill, Phase 5 (Plantation Oaks)	114
Archer's Mill, Phase 6 (Plantation Oaks)	78
RidgeHaven	286
Tides Edge	15
Fountain View, Phase 1B (Plantation Oaks)	137
Bradford Lakes (Plantation Oaks)	80
Bradford Park, Townhomes	180
Fountain View, Phase 1C	141
Total	1,716

Telecommunication Towers: This category includes stand-alone telecommunication towers.

2010-2019:

1. Two telecommunication towers were constructed at 1 South Old Kings Road (now 768 West Granada Boulevard) and 610 South Yonge Street.

2020-2024:

No activity.

Transient Lodging: This category includes hotels and motels.

2010-2019:

1. Extended Stay (275 Interchange Boulevard) was constructed.

2020-2024:

2. Ormond Beach Holdings (251 South Atlantic Avenue) is under construction.



CITY OF ORMOND BEACH CONSTRUCTION PROJECTS (2010 to 2019)

Legend

PROJECT BY YEAR

●

2010

●

2011

●

2012

●

2013

●

2014

●

2015

●

2016

●

2017

●

2018

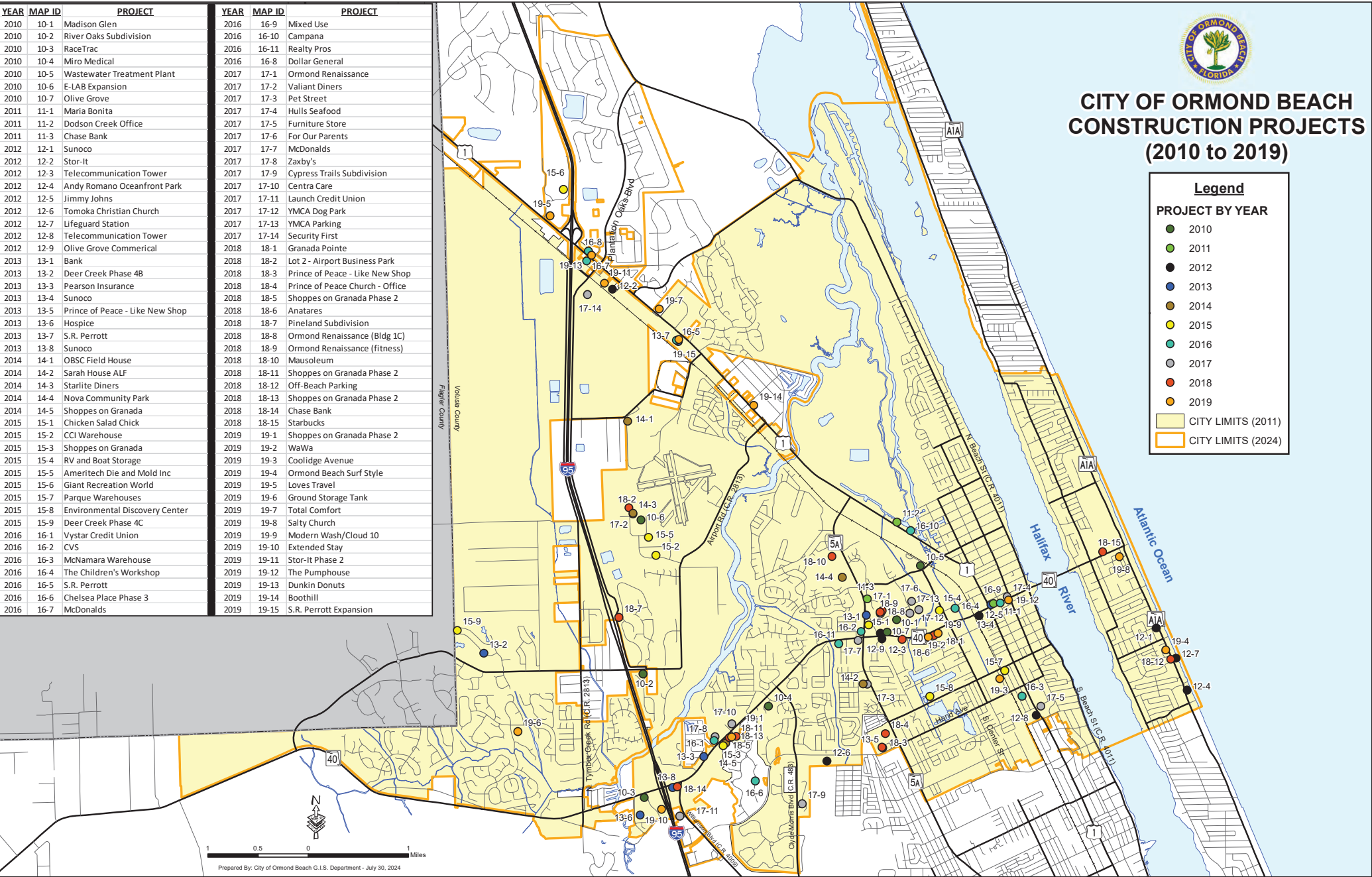
●

2019

CITY LIMITS (2011)

CITY LIMITS (2024)

YEAR	MAP ID	PROJECT	YEAR	MAP ID	PROJECT
2010	10-1	Madison Glen	2016	16-9	Mixed Use
2010	10-2	River Oaks Subdivision	2016	16-10	Campana
2010	10-3	RaceTrac	2016	16-11	Realty Pros
2010	10-4	Miro Medical	2016	16-8	Dollar General
2010	10-5	Wastewater Treatment Plant	2017	17-1	Ormond Renaissance
2010	10-6	E-LAB Expansion	2017	17-2	Valiant Diners
2010	10-7	Olive Grove	2017	17-3	Pet Street
2011	11-1	Maria Bonita	2017	17-4	Hulls Seafood
2011	11-2	Dodson Creek Office	2017	17-5	Furniture Store
2011	11-3	Chase Bank	2017	17-6	For Our Parents
2012	12-1	Sunoco	2017	17-7	McDonalds
2012	12-2	Stor-It	2017	17-8	Zaxby's
2012	12-3	Telecommunication Tower	2017	17-9	Cypress Trails Subdivision
2012	12-4	Andy Romano Oceanfront Park	2017	17-10	Centra Care
2012	12-5	Jimmy Johns	2017	17-11	Launch Credit Union
2012	12-6	Tomoka Christian Church	2017	17-12	YMCA Dog Park
2012	12-7	Lifeguard Station	2017	17-13	YMCA Parking
2012	12-8	Telecommunication Tower	2017	17-14	Security First
2012	12-9	Olive Grove Commerical	2018	18-1	Granada Pointe
2013	13-1	Bank	2018	18-2	Lot 2 - Airport Business Park
2013	13-2	Deer Creek Phase 4B	2018	18-3	Prince of Peace - Like New Shop
2013	13-3	Pearson Insurance	2018	18-4	Prince of Peace Church - Office
2013	13-4	Sunoco	2018	18-5	Shoppes on Granada Phase 2
2013	13-5	Prince of Peace - Like New Shop	2018	18-6	Anatares
2013	13-6	Hospice	2018	18-7	Pineland Subdivision
2013	13-7	S.R. Perrott	2018	18-8	Ormond Renaissance (Bldg 1C)
2013	13-8	Sunoco	2018	18-9	Ormond Renaissance (fitness)
2014	14-1	OBSC Field House	2018	18-10	Mausoleum
2014	14-2	Sarah House ALF	2018	18-11	Shoppes on Granada Phase 2
2014	14-3	Starlite Diners	2018	18-12	Off-Beach Parking
2014	14-4	Nova Community Park	2018	18-13	Shoppes on Granada Phase 2
2014	14-5	Shoppes on Granada	2018	18-14	Chase Bank
2015	15-1	Chicken Salad Chick	2018	18-15	Starbucks
2015	15-2	CCI Warehouse	2019	19-1	Shoppes on Granada Phase 2
2015	15-3	Shoppes on Granada	2019	19-2	WaWa
2015	15-4	RV and Boat Storage	2019	19-3	Coolidge Avenue
2015	15-5	Ameritech Die and Mold Inc	2019	19-4	Ormond Beach Surf Style
2015	15-6	Giant Recreation World	2019	19-5	Loaves Travel
2015	15-7	Parque Warehouses	2019	19-6	Ground Storage Tank
2015	15-8	Environmental Discovery Center	2019	19-7	Total Comfort
2015	15-9	Deer Creek Phase 4C	2019	19-8	Salty Church
2016	16-1	Vystar Credit Union	2019	19-9	Modern Wash/Cloud 10
2016	16-2	CVS	2019	19-10	Extended Stay
2016	16-3	McNamara Warehouse	2019	19-11	Stor-It Phase 2
2016	16-4	The Children's Workshop	2019	19-12	The Pumphouse
2016	16-5	S.R. Perrott	2019	19-13	Dunkin Donuts
2016	16-6	Chelsea Place Phase 3	2019	19-14	Boothill
2016	16-7	McDonalds	2019	19-15	S.R. Perrott Expansion





CITY OF ORMOND BEACH CONSTRUCTION PROJECTS (2020 to 2024)

Legend

PROJECT BY YEAR

- 2020
- 2021
- 2022
- 2023
- 2024

CITY LIMITS (2020)
CITY LIMITS (2024)

YEAR	MAP ID	PROJECT	YEAR	MAP ID	PROJECT
2020	20-1	Publix	2023	23-2	MetroNet Hub
2020	20-2	GoJuice	2023	23-3	Archers Mill Phase 1
2020	20-3	OBSC Championship Softball Field	2023	23-4	Complete Cardiology
2020	20-4	Casements	2023	23-5	Splash Car Wash
2020	20-5	Edgewell	2023	23-6	Hull Road RV/Boat Storage
2020	20-6	Calvary Christian Church	2023	23-7	Halifax Paving Office
2020	20-7	Nova Rd Climate Controlled Storage	2023	23-8	Stor-It
2020	20-8	Publix	2023	23-9	Winkler
2020	20-9	Starbucks	2023	23-10	Hunters Ridge Indoor Storage
2020	20-10	Gernfree	2022	23-21	Valiant Diner Phase 3
2020	20-11	Art Musuem	2023	23-11	Beach House Graphics
2021	21-1	Ormond Grande	2023	23-12	Corinthian Villas
2021	21-2	Waffle House	2023	23-13	2960 Ocean Shore Blvd
2021	21-3	Plantation Oaks Phase 2B	2023	23-14	Ormond Central Self Storage
2021	21-4	KOMN Condo Association	2023	23-15	Archers Mill Phase 1
2021	21-5	US 1 Business Park	2023	23-16	Archers Mill Phase 5
2021	21-6	Ace Hardware	2023	23-17	Archers Mill Phase 6
2021	21-7	McNamara	2023	23-18	Mister Car Wash
2021	21-8	Paradise Pointe	2023	23-19	Sand Pointe
2021	21-9	The Cupola	2023	23-20	Ridgehaven
2021	21-10	Plantation Oaks Phase 1A	2023	23-21	Valiant Diner Phase 4
2021	21-11	Plantation Oaks Phase 2C	2024	24-1	Tides Edge
2021	21-12	Plantation Oaks Phase 2D	2024	24-2	Gernfree
2021	21-13	GPR1	2024	24-3	Ormond Beach Holdings
2021	21-14	Perrott Depot	2024	24-4	Fountain View Phase 1B
2021	21-15	Volusia Memorial	2024	24-5	Full Time Office
2022	22-1	SONC Gym Addition	2024	24-6	Culvers
2022	22-2	Riverbend	2024	24-7	Archers Mill Amenity Building
2022	22-3	Interchange Depot	2024	24-8	Bradford Lakes
2022	22-4	Caldera Spas	2024	24-9	Bradford Park
2022	22-5	Revella	2024	24-10	Baileys By the Sea
2022	22-6	Celadine	2024	24-11	MetroNet
2022	22-7	Ormond Central	2024	24-12	IHOP
2022	22-8	Ocean Club	2024	24-13	Woodside
2022	22-9	Loves Whole Food	2024	24-14	Amberwoods
2022	22-10	Traders Inn	2024	24-15	Fountain View Phase 1C
2023	23-1	Iris	2024	24-16	Baileys by the Sea Phase 2



Permitted Construction Projects, 2010-2019

2010

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	April 12, 2010	570 Sterthaus Drive	Madison Glen	Multi-Family	New	96 units
2	May 12, 2010	River Oaks	100 River Manor	Residential	New	101 units
3	May 18, 2010	1670 West Granada Boulevard	RaceTrac	Commercial	New	4,997
4	October 18, 2010	150 Sage Brush Trail	Miro medical	Office	New	6,543
5	October 20, 2010	550 North Orchard Street	Wastewater Treatment	Industrial	Expansion	54,255
6	November 29, 2010	8 East Tower Circle	E-LAB	Industrial	Expansion	8,000
7	December 6, 2010	765 West Granada Boulevard	Olive Grove	Multi-Family	New	88 units

2011

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	March 4, 2011	195 West Granada Boulevard	Maria Bonita	Commercial	Expansion	3,882
2	April 7, 2011	823 North U.S. Highway 1	Dodson Creek office	Office	New	3,400
3	November 2, 2011	75 Shadow Lakes Boulevard	Chase Bank	Commercial	Redevelopment	4,288

2012

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	June 3, 2012	460 South Atlantic Avenue	Sunoco	Commercial	Redevelopment	2,455
2	June 12, 2012	99 Portland Street	Stor-It	Parking/ RV	New	NA
3	July 9, 2012	1 South Old Kings Road	Tower	Telecommunication tower	New	NA
4	July 12, 2012	839 South Atlantic Avenue	Andy Romano	Institutional	Redevelopment	3,070
5	August 10, 2012	300 West Granada Boulevard	Jimmy Johns	Commercial	Redevelopment	2,750
6	August 30, 2012	1450 Hand Avenue	Tomoka Christian Church	House of Worship	New	61,000
7	August 31, 2012	301 Cardinal Drive	Lifeguard station	Institutional	Redevelopment	2,160
8	October 4, 2012	610 South Yonge Street	Tower	Telecommunication tower	New	NA
9	October 9, 2012	775 West Granada Boulevard	Olive Grove	Office	New	11352

Permitted Construction Projects, 2010-2019

2013

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 23, 2013	115 North Nova Road	Bank	Commercial	New	1,800
2	April 26, 2013	1387 West Granada Boulevard	Pearson Insurance	Office	Redevelopment	2,000
3	August 5, 2013	3 North Yonge Street	Sunoco	Commercial	Redevelopment	3,159
4	August 6, 2013	1225 Hand Avenue	Prince of Peace, Like New Shop	Commercial	New	6,260
5	September 9, 2013	235 Booth Road	Hospice	Institutional	Expansion	20,320
6	October 11, 2013	1280 North US Highway 1	S.R. Perrott	Industrial	New	81,200
7	October 23, 2013	1546 West Granada Boulevard	Sunoco	Commercial	Redevelopment	3,150
8	December 4, 2013	150 Business Center Drive	Weber Construction	Industrial	New	7,500

2014

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	March 14, 2014	80 Doug Thomas Way	OB Field House	Institutional	Expansion	4,500
2	March 26, 2014	Deer Creek, Phase 4C	Deer Creek, Phase 4B	Residential	New	49
3	August 1, 2014	30 Forest Court	Sarah House ALF	Institutional	New	10,295
4	August 21, 2014	15 West Tower Circle	Starlite Diners	Industrial	New	21,825
5	November 13, 2014	440 North Nova Road	Nova Rec	Institutional	Redevelopment	NA
6	December 2, 2014	1298 West Granada Boulevard	Shoppes on Granada	Commercial	New	30,673

2015

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 13, 2015	75 North Nova Road	Chick Salad Chick	Commercial	Redevelopment	5,322
2	May 12, 2015	7 Sunshine Boulevard	CCI Warehouse	Industrial	Expansion	4,200
3	June 23, 2015	1310 West Granada Boulevard	Shoppes on Granada	Commercial	See Above	See Above
4	July 6, 2015	146 North Orchard Street	RV & Boat Storage	Parking/ RV	New	NA

Permitted Construction Projects, 2010-2019

2015 (Continued)

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
5	July 23, 2015	1 East Tower Circle	Ameritech	Industrial	New	33,000
6	July 23, 2015	280 Destination Daytona Lane	Giant Recreation World	Commercial	New	25,811
7	September 11, 2015	320 Parque Drive	Parque Warehouses	Industrial	New	3,500
8	September 22, 2015	601 Division Avenue	Environmental Discovery Center	Institutional	Expansion	1,980

2016

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 7, 2016	1301 West Granada Boulevard	Vystar Credit Union	Commercial	New	4,500
2	February 1, 2016	795 West Granada Boulevard	CVS	Commercial	Redevelopment	13,013
3	February 24, 2016	480 Andalusia Avenue	McNamara	Industrial	New	4,589
4	March 9, 2016	506 Lincoln Avenue	The Children's Workshop	Institutional	Expansion	3,032
5	March 20, 2016	1280 North U.S. Highway 1	S.R. Perrott	Industrial	Expansion	22,000
6	April 20, 2016	463 Nottinghill Street	Chelsea Place, Phase 3	Residential	New	65 SFH lots
7	May 23, 2016	1530 North U.S. Highway 1	McDonald's	Commercial	Expansion	27
8	July 12, 2016	1545 North U.S. Highway 1	Dollar General	Commercial	Redevelopment	9,100
9	August 3, 2016	164 West Granada Boulevard	Mixed Use	Commercial	Redevelopment	2,280
10	August 25, 2016	783 North U.S. Highway 1	Campana	Commercial	New	4,232
11	November 3, 2016	900 West Granada Boulevard	Realty Pros	Office	New	11,400

2017

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	February 28, 2017	875 Sterthaus Drive	Ormond Renaissance	Multi-Family	New	3,500
2	May 4, 2017	15 West Tower Circle	Valiant Diners	Industrial	Expansion	20,000

Permitted Construction Projects, 2010-2019

2017 (Continued)

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
3	June 28, 2017	240 South Nova Road	Pet Street	Commercial	New	5,263
4	July 19, 2017	111 West Granada Boulevard	Hull's Seafood	Commercial	Expansion	2,940
5	August 16, 2017	589 South Yonge Street	Furniture Store	Commercial	Expansion	8,704
6	August 29, 2017	495 Sterthaus Drive	For Our Parents	Institutional	New	15,975
7	September 7, 2017	100 South Nova Road	McDonald's	Commercial	Expansion	49
8	September 13, 2017	1287 West Granada Boulevard	Zaxby's	Commercial	New	3,847
9	September 25, 2017	355 Clyde Morris Boulevard	Cypress Trails	Residential	New	48 SFH lots
10	October 25, 2017	1245 West Granada Boulevard	Centra Care	Office	Redevelopment	5,285
11	October 31, 2017	240 Williamson Boulevard	Launch Credit Union	Commercial	New	4,846
12	December 8, 2017	500 Sterthaus Drive	YMCA Dog Park	Institutional	New	NA
13	December 8, 2017	500 Sterthaus Drive	YMCA Parking	Parking	Expansion	NA
14	December 13, 2017	1001 Broadway Avenue	Security First	Office	New	136,085

2018

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 25, 2018	600 West Granada Boulevard	Granada Pointe	Infrastructure	NA	NA
2	February 15, 2018	20 West Tower Circle	Lot 2 Airport Business Park	Industrial	New	40,000
3	March 16, 2018	1225 Hand Avenue	Prince of Peace, Like New	Commercial	Expansion	2,680
4	March 16, 2018	600 South Nova Road	Prince of Peace	Office	Expansion	3,165
5	July 25, 2018	1280 West Granada Boulevard	Shoppes on Granada, Phase 2	Commercial	New	NA
6	July 27, 2018	720 West Granada Boulevard	Antares	Institutional	EXPIRED	123 units
7	August 9, 2018	301 Pineland Trail	Pineland subdivision	Residential	New	192 units
8	August 14, 2018	799 Sterthaus Drive	Ormond Renaissance Condo (Building 1C)	Multi-Family	New	28 units

Permitted Construction Projects, 2010-2019

2018 (Continued)

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
9	August 23, 2018	865 Sterthaus Drive	Ormond Renaissance Condo (Fitness)	Multi-Family	New	1,330
10	September 26, 2018	550 North Nova Road	Mausoleum	Institutional	Expansion	908
11	October 11, 2018	1254 West Granada Boulevard	Shoppes on Granada, Phase 2	Commercial	New	2,740
12	October 24, 2018	650 South Atlantic Avenue	Off-Beach parking	Parking	Redevelopment	124 spaces
13	October 29, 2018	1280 West Granada Boulevard	Shoppes on Granada, Phase 2	Commercial	New	5,005
14	November 2, 2018	1520 West Granada Boulevard	Chase Bank	Commercial	Redevelopment	3,470
15	November 7, 2018	125 East Granada Boulevard	Starbucks	Commercial	Redevelopment	2,509

2019

#	Date of permit	Address	Project Name	Use	Type	Units or Square Footage
1	January 25, 2019	1260 West Granada Boulevard	Shoppes on Granada, Phase 2	Commercial	New	21,685
2	February 22, 2019	600 West Granada Boulevard	WaWa	Commercial	New	6,119
3	February 28, 2019	8 Coolidge Avenue	Coolidge Avenue Warehouses	Industrial	New	14,607
4	March 14, 2019	600 South Atlantic Avenue	OB Surf Style	Commercial	Redevelopment	12,195
5	May 2, 2019	1657 North U.S. Highway 1	Love's Travel	Commercial	Expansion	589
6	June 19, 2019	35 Breakaway Trails Way	Ground Storage tank	Institutional	Redevelopment	NA
7	July 31, 2019	1345 North U.S. Highway 1	Total Comfort	Parking/RV	New	150 spaces
8	August 6, 2019	221 Vining Court	Salty Church	House of Worship	Expansion	11,585
9	October 1, 2019	520 West Granada Boulevard	Modern Wash/Cloud 10	Commercial	New	4,927
10	October 3, 2019	275 Interchange Boulevard	Extended Stay	Transient Lodging	New	124 units
11	October 18, 2019	99 Portland Avenue	Stor it, Phase 2	RV & Boat storage	New	NA
12	October 29, 2019	100/124 West Granada Boulevard	The Pumphouse	Commercial	Redevelopment	238
13	November 1, 2019	1535 North U.S. Highway 1	Dunkin Donuts	Commercial	Redevelopment	2,013
14	November 14, 2019	1089 North U.S. Highway 1	Boot Hill	Commercial	Redevelopment	207
15	December 10, 2019	1280 North U.S. Highway 1	S.R. Perrott Expansion	Industrial	Expansion	38,732

Permitted Construction Projects, 2020-2024

2020

#	Address	Project Name	Use	Type	Units or Square Footage
1	220 North Nova Road	Publix	Commercial	Redevelopment	48,387
2	762 South Atlantic Avenue	GoJuice	Commercial	New	100
3	46 Doug Thomas Way	OB Championship Softball Field	Institutional	Redevelopment	0
4	25 Riverside Drive	Casements	Institutional	Expansion	480
5	1190 North U.S. Highway 1	Edgewell	Industrial	Expansion	1,240
6	1687 West Granada Boulevard	Calvary Christian Church	House of Worship	Redevelopment	0
7	263 South Nova Road	Nova Road Climate Controlled Storage	Industrial	New	94,921
8	101 East Granada Boulevard	Publix	Commercial	Change of Use	0
9	1246 West Granada Boulevard	Starbucks	Commercial	New	2,400
10	4 Sunshine Boulevard	Germfree	Industrial	Site work	0
11	78 East Granada Boulevard	Art Museum	Institutional	Expansion	10,537

2021

#	Address	Project Name	Use	Type	Units or Square Footage
1	1255 North US Highway 1	Ormond Grande	Residential	New	60
2	1570 North US Highway 1	Waffle House	Commercial	Renovation	0
3	2389 Destrenan Drive	Plantation Oaks, 2B	Residential	New	125
4	85 Hangar Way	KOMN Condo Association	Industrial	New	39,240
5	1044 North US Highway 1	US 1 Business Park	Industrial	Expansion	12,980
6	1480 North US Highway 1	Ace Hardware	Commercial	New	16,853
7	460 Andalusia Avenue	McNamara	Industrial	New	840
8	350 Clyde Morris Boulevard	Paradise Pointe	Institutional	New	74
9	100 North Halifax Drive	The Cupola	Residential	Redevelopment	12
10	1395 Fountain View Street	Plantation Oaks, 1A	Residential	New	121
11	2124 Esplanada Drive	Plantation Oaks, 2C	Residential	New	121
12	2258 Chretien Drive	Plantation Oaks, 2D	Residential	New	84
13	105 Runway Drive	GPR1	Industrial	New	30,000
14	29 North Perrot Drive	Perrott Depot	Industrial	Expansion	12,540
15	548 North Nova Road	Volusia Memorial	Institutional	Expansion	400

Permitted Construction Projects, 2020-2024

2022					
#	Address	Project Name	Use	Type	Units or Square Footage
1	176 Division Avenue	SONC Gym addition	Institutional	Expansion	7,429
2	2080 W. Granada Boulevard	Riverbend	Institutional	Expansion	6,359
3	295 Interchange Boulevard	Interchange Depot	Industrial	New	111,825
4	1141 North U.S. Highway 1	Caldera Spas	Commercial	Change of Use	0
5	1211 West Granada Boulevard	Revella	Institutional	New	120,501
6	Celadine, Flagler County	Celadine	Utilities - OTC	New	99 lots
7	1 South Old Kings Road, 768 West Granada Boulevard	Ormond Central	Infrastructure	Redevelopment	Site Work
8	88 South Atlantic Avenue	Ocean Club	Commercial	Redevelopment	8,596
9	275 Williamson Boulevard	Love's Whole Food	Commercial	Expansion	4,765
10	1355 Ocean Shore Boulevard	Trader's Inn	Utilities - OTC	VC - Utilities	NA
11	15 West Tower Circle	Valiant Diner, Phase 3	Industrial	Expansion	11,250

2023					
#	Address	Project Name	Use	Type	Units or Square Footage
1	Flagler County, Iris Forcemain	Iris	Utilities - OTC	New	Utilities
2	124 South Yonge Street	MetroNet Hub	Industrial	New	344
3	3200 Arch Avenue	Archer's Mill, Phase 1	Residential	New	94 lots
4	1240 West Granada Boulevard	Complete Cardiology	Medical	Expansion	4,325
5	55 North Nova Road	Splash Car Wash	Commercial	Redevelopment	9,356
6	835 Hull Road	Hull Road RV/Boat Storage	Storage	New	NA
7	860 Hull Road	Halifax Paving Office	Office	Expansion	10,091
8	1405 N US Highway 1	Stor-It	Industrial	New	123,534
9	1035/1041 South Nova Road	Winkler	Commercial	Redevelopment	Utilities
10	2730 Airport Road	Hunter's Ridge Indoor Storage	Utilities - OTC	New	Utilities
11	7 East Tower Circle	Beach House Graphics	Industrial	Expansion	11,345
12	1926 Ocean Shore Boulevard	Corinthian Villas	Utilities - OTC	Redevelopment	Utilities - 36 units
13	2960 Ocean Shore Boulevard	2960 Ocean Shore Boulevard	Utilities - OTC	New	Utilities - 28 units

Permitted Construction Projects, 2020-2024

2023

#	Address	Project Name	Use	Type	Units or Square Footage
14	768 West Granada Boulevard	Ormond Central Self Storage	Commercial	New	106,423
15	313 Bracer Way	Archer's Mill, Phase 2	Residential	New	68 lots
16	3665 Bonspiel Drive	Archer's Mill, Phase 5	Residential	New	114 lots
17	3343 Bonspiel Drive	Archer's Mill, Phase 6	Residential	New	78 lots
18	49 South Yonge Street	Mister Car Wash	Commercial	Expansion	Site Work
19	1167 Ocean Shore Boulevard	Sand Pointe	Utilities - OTC	New	Utilities - 17 units
20	1066 Cliff Haven Court	RidgeHaven	Residential	New	286 lots
21	15 West Tower Circle	Valiant Diner, Phase 4	Industrial	Expansion	11,500

2024

#	Address	Project Name	Use	Type	Units or Square Footage
1	300 South Atlantic Avenue	Tides Edge	Residential	Redevelopment	15 lots
2	4 Sunshine Boulevard	Germfree	Industrial	Expansion	Site work
3	251 South Atlantic Avenue	Ormond Beach Holdings	Transient Lodging	Redevelopment	97,168
4	1379 Morning Walk	Fountain View, Phase 1B	Residential	New	137 lots
5	1255 North US Highway 1	Full Time Office	Office	New	5,932
6	655 West Granada Boulevard	Culvers	Commercial	New	4,443
7	3200 Arch Avenue	Archer's Mill Amenity Building	Residential	New	5,039
8	140 Bradford Lakes Way	Bradford Lakes	Residential	New	80 lots
9	1175 Bradford Park way	Bradford Park	Residential	New	180 lots
10	2360 Ocean Shore Boulevard	Bailey's By the Sea	Utilities - OTC	New	Utilities - 32 units
11	124 South Yonge Street	MetroNet Hub	Industrial	New (re-permit)	344
12	675 West Granada Boulevard	IHOP	Commercial	New	3,550
13	1 Outside the City	Woodside at Ormond Station	Utilities - Flagler County	New	Utilities - 63 units
14	1 Outside the City	Amberwoods	Utilities - Flagler County	New	Utilities - 40 units
15	1160 Fountain View Street	Fountain View, Phase 1C	Residential	New	141 lots
16	2020 Ocean Shore Boulevard	Bailey's By the Sea, Phase 2	Utilities - OTC	New	Utilities - 8 units

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 7: HOUSING ANALYSIS

Introduction

Based on Chapter 163 of the Florida Statutes, the Housing Element review consists of data and inventory of existing housing and future trends influencing housing provisions within Ormond Beach. This data and analysis uses information from the United States Census Bureau, the American Community Survey (ACS), and the Shimberg Center, Florida Housing Data Clearinghouse.

Population and building permit information

Table 1 displays the census population (**in bold**), population estimates from the University of Florida Business of Economic and Business Research, recorded plats, and building permit data based on housing types.

Table 1: Population and building permit information

Year	Population (¹)	Percentage Change	Single-Family lots platted - recorded (²)	Single-Family Permits (³)	Multi-Family Units Permits (³)	Manufactured & Mobile Home Permits (³)
1980	21,436	No data	2,442	No data	No data	No data
Totals (1980-1989):			2,442	No data	No data	No data
1990	31,460	No data	322	No data	No data	No data
1991	No data	No data	299	No data	No data	No data
1992	No data	No data	172	No data	No data	No data
1993	No data	No data	0	167	0	6
1994	No data	No data	28	166	167	2
1995	No data	No data	207	175	0	28
1996	32,426	No data	328	198	0	62
1997	34,038	4.97%	252	228	16	104
1998	34,791	2.21%	129	245	31	93
1999	36,000	3.48%	215	270	4	132
Totals (1990-1999):			1,952	1,449	218	427
2001	37,000	1.93%	64	230	0	115
2002	37,603	1.63%	210	261	4	104
2003	38,325	1.92%	241	306	2	111
2004	39,000	1.76%	301	327	344	41
2005	39,683	1.75%	0	196	0	7
2006	40,294	1.54%	51	113	0	5
2007	40,941	1.61%	65	43	0	7
2008	40,920	-0.05%	89	84	0	1
2009	40,832	-0.22%	48	61	0	1
Totals (2000-2009):			1,261	1,833	350	510
2010	38,137	-6.60%	0	83	184	3
2011	38,376	0.63%	0	43	0	1
2012	38,612	0.61%	0	35	0	1



Ormond Beach Comprehensive Plan Housing Element, Data and Analysis

Year	Population (1)	Percentage Change	Single-Family lots platted - recorded (2)	Single-Family Permits (3)	Multi-Family Units Permits (3)	Manufactured & Mobile Home Permits (3)
2013	38,557	-0.14%	0	84	0	1
2014	39,246	1.79%	47	105	0	1
2015	40,013	1.95%	49	138	0	0
2016	40,360	0.87%	103	150	0	0
2017	40,716	0.88%	137	158	0	0
2018	41,134	1.03%	0	66	43	0
2019	41,284	0.36%	166	49	41	0
Totals (2010-2019):			502	911	268	7
2020	43,080	4.35%	5	134	2020	43,080
2021	44,046	2.24%	138	135	2021	44,046
2022	44,671	1.42%	0	47	2022	44,671
2023	44,935	0.59%	227	19	2023	44,935
2024	45,140	0.46%	569	160	2024	45,140
Totals (2020-2024):			939	495	76	58
Notes:						
1	Population estimates from the University of Florida Business of Economic and Business Research. 1980, 1990, 2000, 2010, and 2020 in bold are from the U.S. Census.					
2	SFH lots plat are taken from the Volusia County Clerk of Court website, http://app02.clerk.org/or_plats/					
3	Single-family, multi-family, manufactured, and mobile home permits from the Ormond Beach Building Department.					

Platted lots by decade

Subdivision construction requires platting (preliminary and final plats). Final plats are approved by the city and recorded with the Volusia County Clerk of the Court. After recording a final plat, the platted lots can be sold, and residential units can be constructed. The platted lots provide an inventory of available lots to be built with a building permit.

2010-2019:

No residential plats were recorded from 2010 to 2013. The River Oaks subdivision (101 lots) was platted in 2014 and 2016, and the Deer Creek subdivision (98 lots) was platted in 2015 and 2016. The annexed lands of the Chelsea Place subdivision (65 lots) and the Gardens at Addison Oaks (72 townhome lots) were recorded in 2017. The city-approved planned developments of the Pineland subdivision (114 for 3 phases) and Cypress Trail subdivision (48 lots) were recorded in 2019.

2020-2024:

In 2020, the Pellicer subdivision (5 lots) was recorded. The continued buildout of the Pineland subdivision (78 lots in phases 4 and 5) and the Ormond Grande townhome subdivision (60 lots) were recorded in 2021. In 2023, the Cupola at Oceanside townhome project (12 lots) and the first two subdivisions within Plantation Oaks, Fountain View, Phase 1 (121 lots), and Archer's Mill, Phase 1 (94 lots), were recorded. The RidgeHaven subdivision (286 lots), Archer's Mill, Phase

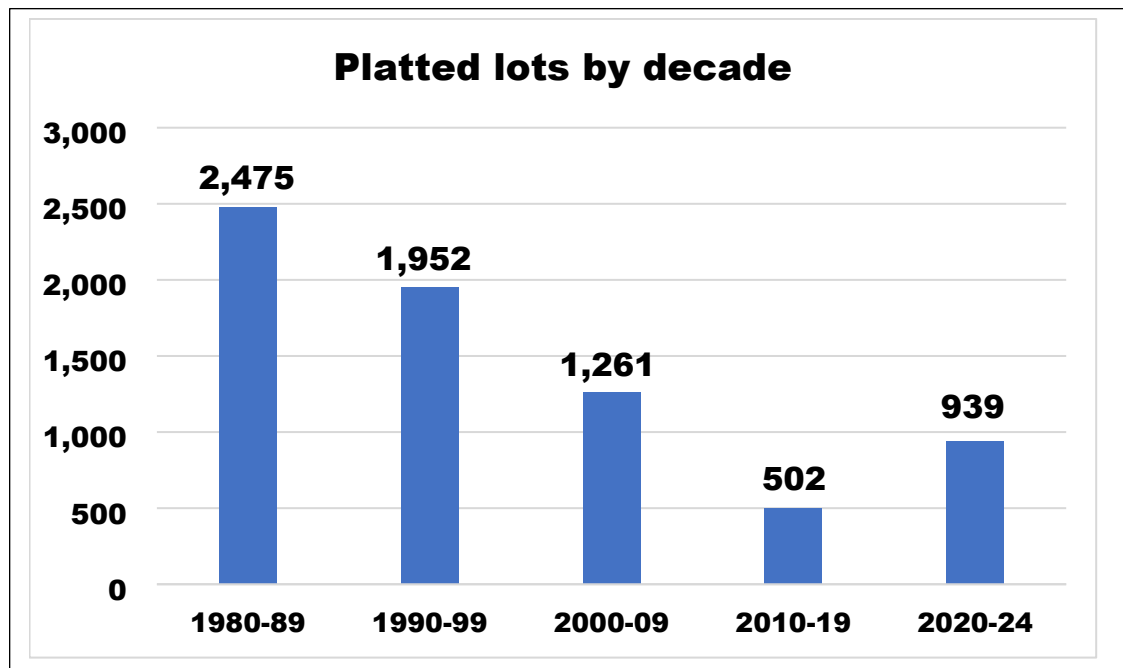


2, (68 lots), Fountain View, Phase 1B, (137 lots), Archer's Mill, Phase 6, (78 lots), Bradford Lakes, (80 lots), and Bradford Park, (180 townhome lots).

Table 2: Platted Lots by Decade

Decade	Lots Platted
1980 – 1989	2,475
1990 – 1999	1,952
2000 – 2009	1,261
2010 – 2019	502
2020 – 2024	939

Sources: Ormond Beach Planning Department and Volusia County Clerk of the Court



Multi-Family Developments

From 2010 to 2024, there have been three multi-family developments, as shown in Table 3. Madison Glen is affordable/attainable senior housing with 96 units. Olive Grove is a tax-credit affordable housing project with 88 units. Ormond Renaissance Condominium construction was one of ten buildings, totaling 28 units of the allowed 280 units in 2017. There has been no additional construction for the Ormond Renaissance Condominium project.



Table 3: Multi-Family Developments, 2010 to 2024

Project Name	Address	Units
Madison Glen	570 Sterthaus Drive	96
Olive Grove	765 West Granada Boulevard	88
Ormond Renaissance Condo	799 Sterthaus Drive	28
TOTAL:		212

Sources: Ormond Beach Building Department

Tables 4 and 5 list the existing multi-family housing within Ormond Beach. Table 4 lists the apartments under common ownership. Table 5 provides the multi-family condominiums with individual unit property owners.

Table 4: Multi-Family Developments, Apartments

Multi-Family Developments			
Address	Name	Year Built	Number
84 South Beach St	Rio Robles Apartments	1971	26
450 Tomoka Avenue	Tomoka Garden	1973	16
500 Shadow Lakes	Shadow Lakes Apartments	1973	184
125 South Orchard Street	Orchard Garden	1974	30
1 Tomoka Meadows Blvd.	Ormond Beach Apartments	1975	10
140 Lincoln Avenue	Ormond Shores Apartments	1981	26
420 Lakebridge Drive	Oaks of Lakebridge	1984	170
1088 W. Granada Blvd.	Fisherman's Landing	1985	154
875 Wilmette Avenue	Willow Pond	1988	162
664 South Nova Road	Prince of Peace	1996	70
1500 San Marco Drive	San Marco	2002	260
600 Crowne Commerce Ct.	Reserve at Ormond Beach	2002	272
100 Hamilton Circle	Bermuda Estates	2004	344
765 West Granada Blvd.	Olive Grove	2010	88
570 Sterthaus Drive	Madison Glenn	2010	96
TOTAL UNITS			1908

Source: Ormond Beach Planning Department



Table 5: Multi-Family Developments, Apartments

Condominiums			
Address	Name	Year Built	Number
815 Oceanshore Blvd.	Ormond Holiday Club	1969	40
915 Oceanshore Blvd.	Shoreham	1970	56
89 South Atlantic Avenue	89 Oceanfront	1971	95
855 Ocean Shore Blvd.	Ocean Club North	1971	46
65 Seton Trail	Seton Court Condo	1971	26
935 Oceanshore Blvd.	Bent Palm Club	1972	41
111 South Atlantic Avenue	Atlantis	1972	51
640 North Nova Road	Tomoka Oaks North Condo	1973	90
60 Vining Court	Sixty Vining CT Condo	1979	16
55 Vining Court	Fountain Square Condo	1980	40
1 Tomoka Oaks Blvd.	Escondido	1981	40
395 South Atlantic Avenue	Tidesfall	1981	55
901 South Atlantic Avenue	Aliko Atrium	1981	27
60 North Halifax Drive	Club View Villas	1984	16
203 Orchard Street	Thousand Oaks Condo	1984	54
20 Tomoka Avenue	River Bridge	1985	22
596 North Nova Road	Baymeadows	1985	12
671-689 Wellington Station	Wellington Station	1986	72
1 John Anderson Drive	Ormond Heritage	1994	156
875 Sterthaus Drive	Ormond Renaissance Condo	2017	28
TOTAL UNITS			983

Source: Ormond Beach Planning Department



Mobile and Manufactured Homes

Table 6 identifies the mobile home parks and manufactured home communities. A total of 306 additional manufactured home lots have been approved for the Plantation Oaks development, which is completing infrastructure improvements. There are 443 existing mobile homes within mobile home parks and 1,880 manufactured home units in four master-planned communities.

Table 6: Mobile and Manufactured Homes

Mobile and Manufactured Homes

Mobile Home Parks	
Project Name	Units
Arroyo Mobile Home Park	52
Camelot Mobile Home Park	97
Granada Trailer Park	22
Life Village Mobile Home Park	165
Ridgecrest Mobile Home Park	95
Sweet Gum Mobile Home Park	12
Total	443

Manufactured Home Communities	
Project Name	Units
Aberdeen	522
Bear Creek	638
Falls	599
Plantation Oaks	121
Total	1,880

Sources: Volusia County Property Appraiser and Ormond Beach Planning Department



Assisted Living Facilities & Nursing Homes

The Florida Agency for Health Care Administration provides information on assisted living facilities and nursing homes. There are 759 licensed beds in assisted living facilities and 453 licensed beds listed as nursing homes, totaling 1,212 licensed beds. Paradise Point and Aden Senior Living are new projects completed in the last two years.

Table 7: Assisted Living Facilities and Nursing Homes

Facility	Type	Street Address	Licensed Beds
Bridgeview Center	Nursing Home	350 South Ridgewood Avenue	139
Avante at Ormond Beach	Nursing Home	170 North Old Kings Road	133
Ormond Rehabilitation and Nursing Center	Nursing Home	103 Clyde Morris Boulevard	60
Coquina Center	Nursing Home	170 North Center Street	120
Grand Villa of Ormond Beach	Assisted Living Facility	535 North Nova Road	115
Ormond In the Pines	Assisted Living Facility	101 Clyde Morris Boulevard	95
Brookdale West Ormond Beach	Assisted Living Facility	240 Interchange Boulevard	60
Brookdale Ormond Beach	Assisted Living Facility	550 Wilmette Avenue	70
Gold Choice Ormond Beach	Assisted Living Facility	1410 Hand Avenue	75
Sarah House III, The	Assisted Living Facility	1001 Old Tomoka Road	24
Sarah House IV (The)	Assisted Living Facility	30 Forest Court	35
Ormond Manor	Assisted Living Facility	495 Sterthaus Drive	26
Paradise Pointe Ormond Beach	Assisted Living Facility	350 Clyde Morris Boulevard	100
Aden Senior Living	Assisted Living Facility	1211 West Granada Boulevard	160
TOTAL:			1,212

Source: Florida Agency for Health Care Administration,
<https://quality.healthfinder.fl.gov/Facility-Provider/All?&type=1>



Assisted Housing Inventory: Property List

The Shimberg Center, Florida Housing Data, provides properties within Ormond Beach, that provides affordable housing, as shown in Table 8. The Madison Glen and Olive Grove projects have been completed since the last Evaluation and Appraisal Report.

Table 8: Assisted Housing Inventory

Development Name	Street Address	Housing Programs	Total Units	Assisted Units	Overall year of subsidy expiration
Fisherman's Landing Program	1088 West Granada Blvd.	Local Bonds	154	31	2032
Madison Glen	592 Sterthaus Drive	Exchange	96	96	2061
Olive Grove	765 W Granada Blvd	Exchange; Housing Credits 9%	88	88	2062
Ormond Shores Apartments	140 Lincoln Ave.	Rental Assistance/HUD	26	26	2043
Prince of Peace Villas	664 S Nova Road	Rental Assistance/HUD; Section 202 Capital Advance	70	69	2037
San Marco	1500 San Marco Drive	Extremely Low Income; Housing Credits 4%; Local Bonds	260	260	2062
Turnkey 41	100 New Britain Ave. Apt A	Public Housing	41	41	NA
TOTAL:			735	611	

Source: Shimberg Center – Florida Housing Data



Projected Residential Development

City staff maintains lists of proposed projects, developments under construction, and approved residential developments. Several factors, such as infrastructure costs, available contractors for construction, interest rates, and market demand for housing, will determine the timing of the residential development.

Table 9: Projected Residential Housing

Projected Residential Development		
Manufactured Housing		
Project Name	Project Status	Lots/Units
Plantation Oaks, Phases C & D	Under construction	205
Single-Family		
Project Name	Project Status	Lots/Units
Plantation Oaks, Archer's Mill, Phase 2	Under construction	68
Plantation Oaks, Archer's Mill, Phase 3	Preliminary Plat approved	59
Plantation Oaks, Archer's Mill, Phase 4	Preliminary Plat approved	111
Plantation Oaks, Archer's Mill, Phase 5	Under construction	114
Plantation Oaks, Archer's Mill, Phase 6	Under construction	78
Plantation Oaks, Bradford Lakes	Under construction	80
Bradford Park	Under construction	180
Enclave	Preliminary Plat approved	12
Plantation Oaks, Fountain View, Phase 1B	Under construction	137
Plantation Oaks, Fountain View, Phase 1C	Preliminary Plat approved	141
Plantation Oaks, Fountain View, Phase 1D	Preliminary Plat approved	103
Plantation Oaks, Fountain View, Phase 1E	Preliminary Plat approved	110
Plantation Oaks, Fountain View, Phase 1F	Preliminary Plat approved	97
RidgeHaven	Under construction	286
Tattersall at Tymber Creek	Preliminary Plat approved	129
Total:		1,705
Master Planned		
Project Name	Project Status	Lots/Units
Ormond Crossings	Development Agreement approved	2,950
Multi-Family		
Project Name	Project Status	Lots/Units
121 East	Zoning approved	24
Regal	Approved site plan/zoning	310
Ormond Enclave	Zoning approved	64
Ormond Renaissance	Approved site plan/zoning	252
Tymber Creek Apartments	Approved site plan/zoning	270
Total:		920



Others		
Project Name	Project Status	Lots/Units
1845 North US 1	Conceptual	400
Little Tomoka Village	In Review	31
Total:		431
Residential lots in the development process		6,211

Dwelling Units by Structure Type

The U.S. Census Bureau, American Community Survey, provides residential structures by type. Table 10 provides the residential structure type within Ormond Beach and Volusia County. There are 21,295 residential units within the City of Ormond Beach. Single-family units comprise 65% of the housing unit inventory, the same percentage as Volusia County. As a percentage of the housing totals, Ormond Beach has 18% of the multi-family housing stock, compared to 21% for Volusia County. Mobile and manufactured homes comprise 10% of the Ormond Beach housing inventory, 2% higher than Volusia County.

Table 10: Dwelling Units by Structure

Housing Units by Type	Ormond Beach Units	Percent	Volusia County Units	Percent
Single-Family Detached	13,863	65%	177,760	65%
Single-Family Attached	1,197	6%	10,631	4%
Duplex	341	2%	5,404	2%
Multi-family	3,751	18%	56,696	21%
Mobile Homes	2,143	10%	23,084	8%
Total	21,295	100%	273,835	100%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Dwelling Units by Tenure

The U.S. Census Bureau, American Community Survey, provides housing units by tenure. Table 11 shows 76% of residential units are owner occupied and 24% are renter occupied within Ormond Beach.

Table 11: Dwelling Units by Tenure

Housing Units by Tenure	Ormond Beach Units	Percent	Volusia County Units	Percent
Owner occupied	14,351	76%	167,784	72%
Renter occupied	4,520	24%	64,889	28%
Total	18,871	100%	232,673	100%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022



Housing Vacancy

The U.S. Census Bureau, American Community Survey, provides vacant housing by unit types. The City is experiencing a vacancy rate of 11% compared to 15% by Volusia County. Vacant housing can be caused by seasonal and occasional use or in the sales or rental process.

Table 12: Vacancy Status of Housing Units

Vacant Housing Units by Type	Ormond Beach Units	Percent	Volusia County Units	Percent
Total Housing Units	21,295	NA	273,835	NA
Occupied Housing Units	18,871	89%	232,673	85%
Vacant Housing Units	2,424	11%	41,162	15%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Housing Age

The U.S. Census Bureau, American Community Survey, provides the year when the residential inventory of the City was constructed. Table 13 shows 62% of the City's housing inventory was constructed from 1970 to 1999. As residential construction occurred, the amount of available vacant land has decreased, as shown from the year 2010 forward. The City has annexed two land areas that will lead to additional residential inventory. The first land area is Ormond Crossings, annexed in 2004, which has a master plan approval for 2,950 residential units. The second land area is Plantation Oaks, annexed in 2015, and surrounding lands that will develop into approximately 2,200 residential units.

Table 13: Dwelling Units by Age of Construction

Year Structured was Built	Ormond Beach Units	Percent	Volusia County Units	Percent
Built 2020 or later	82	0.39%	2,667	0.97%
Built 2010 to 2019	1,050	4.93%	17,502	6.39%
Built 2000 to 2009	3,086	14.49%	46,202	16.87%
Built 1990 to 1999	4,004	18.80%	40,770	14.89%
Built 1980 to 1989	4,495	21.11%	66,174	24.17%
Built 1970 to 1979	4,745	22.28%	48,944	17.87%
Built 1960 to 1969	1,650	7.75%	20,309	7.42%
Built 1950 to 1959	1,583	7.43%	20,255	7.40%
Built 1940 to 1949	303	1.42%	4,870	1.78%
Built 1939 or earlier	297	1.39%	6,142	2.24%
Totals	21,295	100.00%	273,835	100.00%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022



Monthly Housing Rent

The U.S. Census Bureau, American Community Survey, provides the monthly gross rents. Table 14 shows the majority of renters pays \$1,000 to \$1,499 for rent with a median rent price of \$1,230. Note that this information is from 2022 and rental rates have increased in the last two years.

Table 14: Gross Housing Rent as of 2022

Monthly Gross Housing Rent	Ormond Beach Units	Percent	Volusia County Units	Percent
Occupied units paying rent	4,260	NA	61,570	NA
No rent paid	260	NA	3,319	NA
Less than \$500	26	0.61%	2,422	3.93%
\$500 to \$999	1,027	24.11%	12,905	20.96%
\$1,000 to \$1,499	1,971	46.27%	26,342	42.78%
\$1,500 to \$1,999	824	19.34%	13,977	22.70%
\$2,000 to \$2,499	300	7.04%	3,752	6.09%
\$2,500 to \$2,999	41	0.96%	1,278	2.08%
\$3,000 or more	71	1.67%	894	1.45%
Median (dollars)	\$1,230	100.00%	\$1,271	100.00%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022



Monthly Cost of Owner Occupied Units (With Mortgage)

The U.S. Census Bureau, American Community Survey, provides the monthly gross costs for owner-occupied residential units. Table 15 shows a median mortgage of \$1,717 for Ormond Beach. Note that this information is from 2022 and mortgage rates have increased in the last two years.

Table 15: Owner Costs with Mortgage as of 2022

Monthly Cost of Owner Occupied Units (With Mortgage)	Ormond Beach Units	Percent	Volusia County Units	Percent
Housing Units with a Mortgage	7,528	NA	92,344	NA
Less than \$500	55	0.73%	1,130	1.22%
\$500 to \$999	788	10.47%	13,819	14.96%
\$1,000 to \$1,499	1,857	24.67%	31,045	33.62%
\$1,500 to \$1,999	2,021	26.85%	24,868	26.93%
\$2,000 to \$2,499	1,504	19.98%	11,512	12.47%
\$2,500 to \$2,999	599	7.96%	4,987	5.40%
\$3,000 or more	704	9.35%	4,983	5.40%
Median (dollars)	1,717	100.00%	1,503	100.00%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Mortgage Status of Owner Occupied Units

The U.S. Census Bureau, American Community Survey, provides mortgage status of owner occupied units. Table 16 shows that 47.5% of the owner occupied units do not have a mortgage.

Table 16: Mortgage Status of Owner Occupied Units

Mortgage Status	Ormond Beach Units	Percent	Volusia County Units	Percent
Owner-Occupied Units	14,351	NA	167,784	NA
Housing units with a mortgage	7,528	52.46%	92,344	55.04%
Housing units without a mortgage	6,823	47.54%	75,440	44.96%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022



Value of Owner Occupied Housing Units

The U.S. Census Bureau, American Community Survey, provides the value of owner occupied housing units. Table 17 shows that the median value of owner occupied units was \$297,700 in 2022.

Table 17: Owner Occupied Units by Value

Owner Occupied Units by Value	Ormond Beach Units	Percent	Volusia County Units	Percent
Owner-occupied units	14,351		167,784	
Less than \$50,000	852	5.94%	9,800	5.84%
\$50,000 to \$99,999	1,208	8.42%	10,132	6.04%
\$100,000 to \$149,999	675	4.70%	13,804	8.23%
\$150,000 to \$199,999	853	5.94%	22,029	13.13%
\$200,000 to \$299,999	3,658	25.49%	52,944	31.55%
\$300,000 to \$499,999	5,048	35.18%	43,716	26.05%
\$500,000 to \$999,999	1,672	11.65%	13,005	7.75%
\$1,000,000 or more	385	2.68%	2,354	1.40%
Median (dollars)	\$297,700	100.00%	\$251,400	100.00%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Household Income

The U.S. Census Bureau, American Community Survey, provides information on household income. Table 18 shows a median household income in Ormond Beach of \$65,238 and a per capita income of \$42,899. The table shows 9.6% of the population in poverty.

Table 18: Household Income

Income	Ormond Beach	Volusia County
Median Household Income (2022)	\$65,238	\$63,075
Per Capita income (2022)	\$42,899	\$35,364
Persons in Poverty, in percent	9.6%	12.2%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022



Rent to Income Ratio

The U.S. Census Bureau, American Community Survey, provides information on rent to income ratios. Table 19 shows 51.47% of renters in Ormond Beach are paying 35% or more of their income to rent.

Table 19: Rent to Income Ratio

Monthly Gross Housing Rent	Ormond Beach Units	Percent	Volusia County Units	Percent
Occupied units paying rent	4,224	NA	59,837	NA
Not computed	296	NA	5,052	NA
Less than 15.0 percent	244	5.78%	6,070	10.14%
15.0 to 19.9 percent	389	9.21%	7,090	11.85%
20.0 to 24.9 percent	358	8.48%	6,793	11.35%
25.0 to 29.9 percent	538	12.74%	6,392	10.68%
30.0 to 34.9 percent	521	12.33%	5,208	8.70%
35.0 percent or more	2,174	51.47%	28,284	47.27%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022

Mortgage Costs to Income Ratio

The U.S. Census Bureau, American Community Survey, provides information on the mortgage cost to income ratios. Table 20 shows that a majority of households with a mortgage are paying less than 30 percent of their income on the mortgage.

Table 20: Mortgage Costs to Income Ratio

Housing Units with a Mortgage	Ormond Beach Units	Percent	Volusia County Units	Percent
Housing units with a mortgage	7,467	NA	91,667	NA
Less than 20.0 percent	3,486	46.69%	39,034	42.58%
20.0 to 24.9 percent	1,018	13.63%	14,058	15.34%
25.0 to 29.9 percent	942	12.62%	9,174	10.01%
30.0 to 34.9 percent	264	3.54%	6,412	6.99%
35.0 percent or more	1,757	23.53%	22,989	25.08%
Not computed	61	0.82%	677	0.74%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022



All Households, Cost Burden by Income, 2022 Estimate

The Shimberg Center for Housing Studies provides costs burden of all households shown as Table 21.

Table 21: All Households, Cost Burden by Income

Geography	Household Income	30% or less	30.1-50%	More than 50%
Volusia County	30% AMI or less	2,709	2,833	16,939
Volusia County	30.01-50% AMI	9,180	8,566	10,970
Volusia County	50.01-80% AMI	22,940	16,140	5,584
Volusia County	80.01-100% AMI	18,725	6,595	973
Volusia County	Greater than 100% AMI	109,993	6,692	879
Ormond Beach	30% AMI or less	92	148	1,267
Ormond Beach	30.01-50% AMI	681	727	732
Ormond Beach	50.01-80% AMI	1,884	1,444	486
Ormond Beach	80.01-100% AMI	1,362	627	180
Ormond Beach	Greater than 100% AMI	9,925	331	104

Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida

Renter Households, Cost Burden by Income, 2022 Estimate

The Shimberg Center for Housing Studies provides costs burden of renter households shown as Table 22.

Table 22: Renter Households, Cost Burden by Income

Geography	Household Income	30% or less	30.1-50%	More than 50%
Volusia County	30% AMI or less	1,022	806	9,240
Volusia County	30.01-50% AMI	1,915	3,375	5,824
Volusia County	50.01-80% AMI	4,599	8,312	2,510
Volusia County	80.01-100% AMI	4,667	2,241	285
Volusia County	Greater than 100% AMI	19,905	1,357	196
Ormond Beach	30% AMI or less	37	27	607
Ormond Beach	30.01-50% AMI	59	138	462
Ormond Beach	50.01-80% AMI	376	800	183
Ormond Beach	80.01-100% AMI	338	236	27
Ormond Beach	Greater than 100% AMI	1,390	91	16

Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida



Owner-Occupied Households, Cost Burden by Income, 2022 Estimate

The Shimberg Center for Housing Studies provides costs burden of owner occupied households shown as Table 23.

Table 23: Owner Occupied Households, Cost Burden by Income

Geography	Household Income	30% or less	30.1-50%	More than 50%
Volusia County	30% AMI or less	1,687	2,027	7,699
Volusia County	30.01-50% AMI	7,265	5,191	5,146
Volusia County	50.01-80% AMI	18,341	7,828	3,074
Volusia County	80.01-100% AMI	14,058	4,354	688
Volusia County	Greater than 100% AMI	90,088	5,335	683
Ormond Beach	30% AMI or less	55	121	660
Ormond Beach	30.01-50% AMI	622	589	270
Ormond Beach	50.01-80% AMI	1,508	644	303
Ormond Beach	80.01-100% AMI	1,024	391	153
Ormond Beach	Greater than 100% AMI	8,535	240	88

Source: Estimates and projections by Shimberg Center for Housing Studies, based on U.S. Department of Housing Development, Comprehensive Housing Affordability Strategy (CHAS) dataset and population projections by the Bureau of Economic and Business Research, University of Florida

Inventory of Standard/Substandard Units

The U.S. Census Bureau, American Community Survey, provides housing units with substandard units as Table 21.

Table 24: Substandard Units

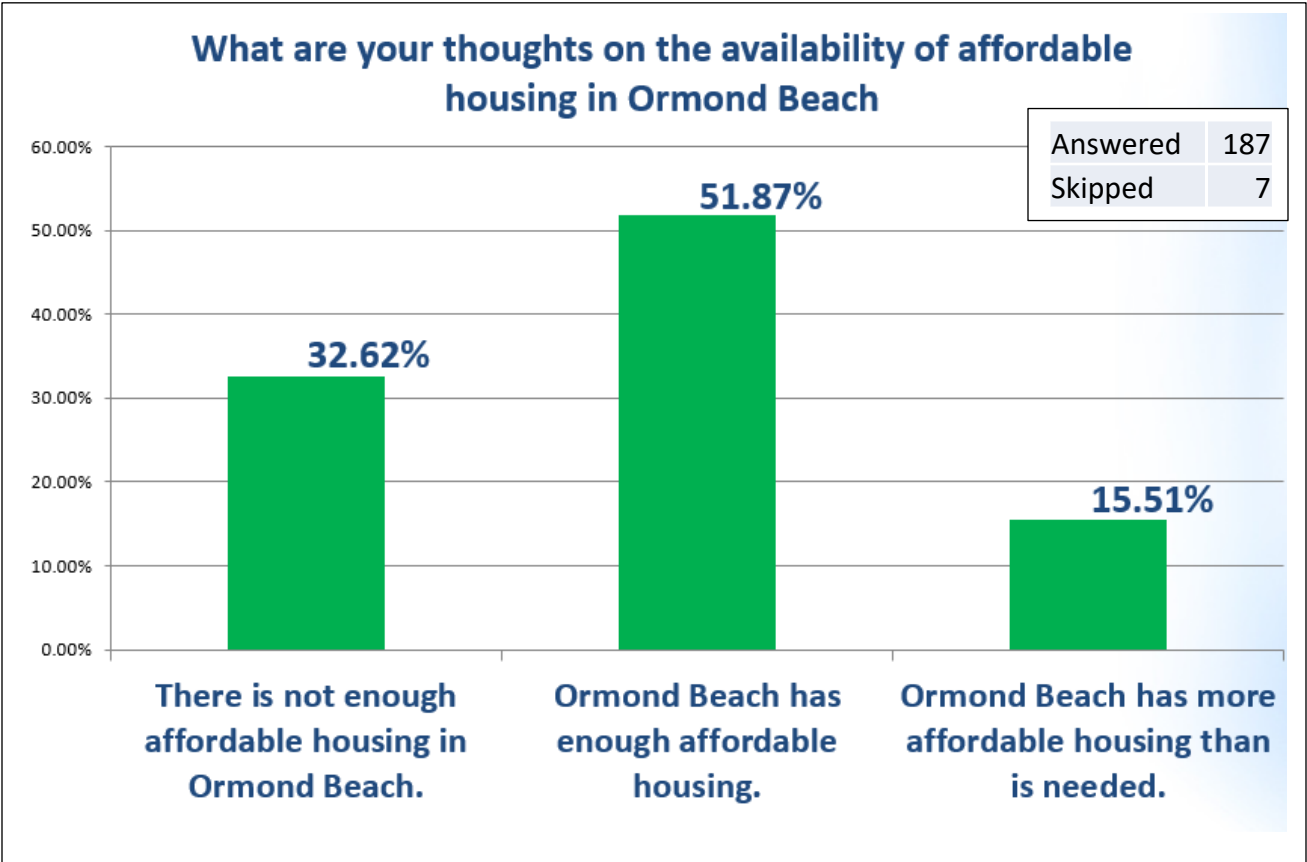
Substandard Housing	Ormond Beach Units	Percent	Volusia County Units	Percent
Occupied housing units	18,871	NA	232,673	NA
Lacking complete plumbing facilities	14	0.07%	508	0.22%
Lacking complete kitchen facilities	130	0.69%	1,525	0.66%
No telephone service available	288	1.53%	2,275	0.98%

Source: U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022



Ormond Beach Comprehensive Plan 2045 Survey

Survey Results - Question #2



Ormond Beach Comprehensive Plan 2045 Survey

Survey Results - Question #3

If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?

Subsidize Purchases:

- "Instead of spending the money to build affordable housing complexes...use the funds to subsidize purchases for people who qualify."

Regulate Developers / Avoid New Apartment Complexes:

- "Require developers to provide affordable housing as well as the ones they want approved."
- "An affordable housing trust fund via developer impact fees."
- "Stop building apartments and build housing communities with smaller houses."
- "There is an abundance of homes and way too many apartment complexes."

Utilize Abandoned Properties:

- "Turn former buildings into affordable housing, i.e., former schools, former churches and shopping centers. They can be made into apartments for senior fixed income housing."

Lower Costs for Housing Development:

- "Make it easier to build all kinds of housing with an emphasis on multifamily (apartments, duplexes, triplexes) to drive down costs."
- "Modify the lot size and setback requirements in selected neighborhoods."
- "Stop creating more and more expensive building codes and permits we have to acquire to do basic renovations."



Ormond Beach Comprehensive Plan 2045 Survey

Survey Results - Question #3 Continued

If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?

Incentivize:

- "Collect impact fees from new development to offer subsidies for affordable housing."
- "Incentives for landlords to make housing more affordable."
- "The City should encourage redevelopment and the allowance of density within the city Center."
- "The city should provide incentives to those who are willing to put sweat equity or rehab existing homes that aren't the new construction"

External Solutions:

- "Discussion with other cities Ormond size, that have incorporated affordable housing."
- "Should not be just low income but affordable housing for the middle class as well. We need rent caps especially for those living in a 55 and older community. Florida wages need to go up, people can't afford 2000 and up for rent."

Support Hometown Heroes Program:

- "Keep asking the legislature to appropriate money for Hometown Heroes to make home ownership possible, instead of renting."

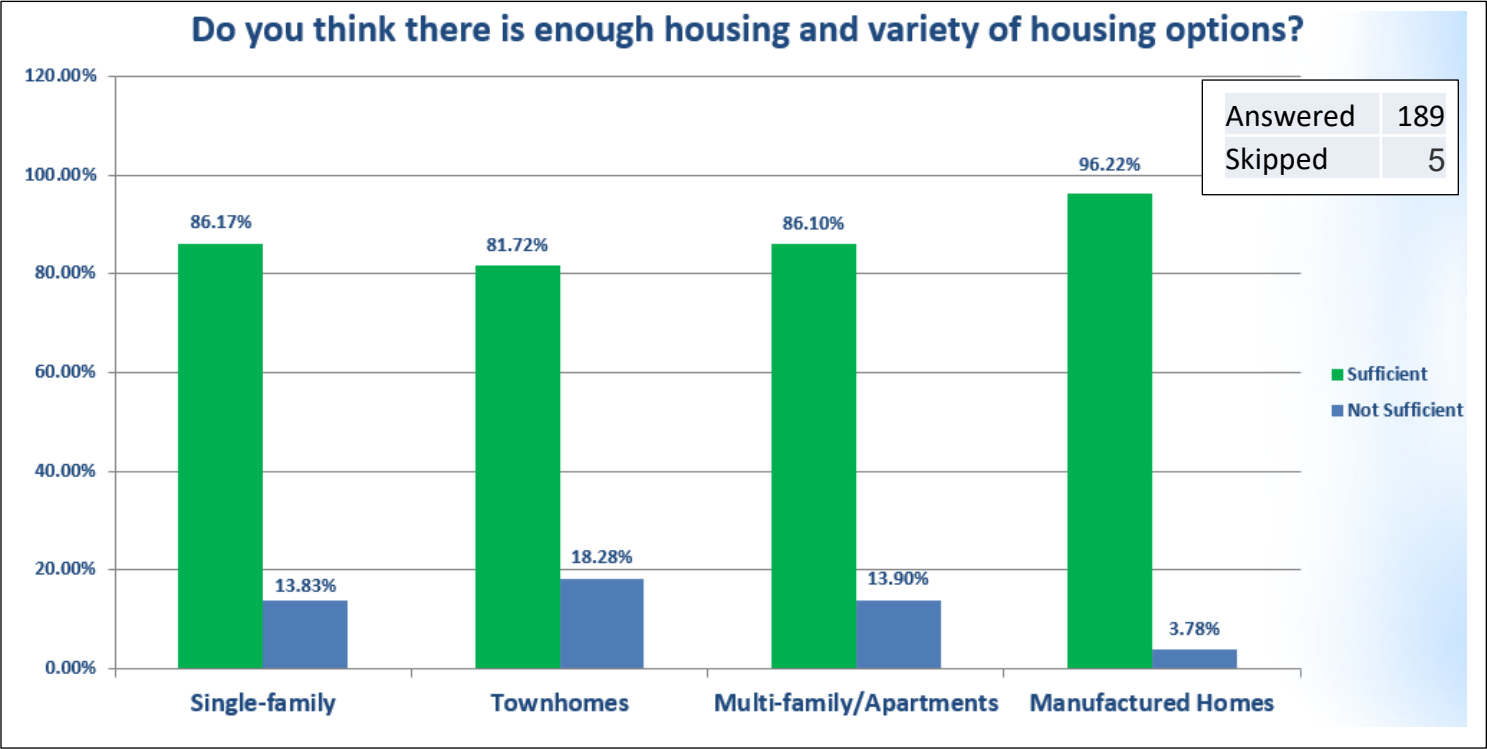
Increase Inventory and Variety:

- "Build more homes. More inventory = lower prices."
- "New builds need a variety of price ranges for homes."
- "Tiny homes areas..... with a common space for some gardens."
- "More senior complexes like Madison Glenn would be great."
- "Higher density units to preserve green and forested areas."



Ormond Beach Comprehensive Plan 2045 Survey

Survey Results - Question #8



COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 8:
PUBLIC INPUT, SURVEY, AND
COMMUNITY MEETING INPUT



Comprehensive Plan 2045 Update

Comprehensive Plan 2045 Survey

Your Input Matters!

Scan the QR code to take a short survey

A QR code is located to the right of the text, enclosed in a blue border. A blue arrow points from the text "Scan the QR code to take a short survey" towards the QR code.

<https://www.surveymonkey.com/r/CompPlan2045UpdateSurvey>



City of Ormond Beach Comprehensive Plan 2045 Update Survey

1. What is one place, location or image that comes to mind when you think of Ormond Beach?



Comprehensive Plan 2045 Update

Comprehensive Plan 2045 Survey Number of Responses

August 5, 2024 = 1

August 20, 2024 = 131

August 29, 2024 = 176

September 17, 2024 = 194

September 30, 2024 = 196



Comprehensive Plan 2045 Update

Survey Questions

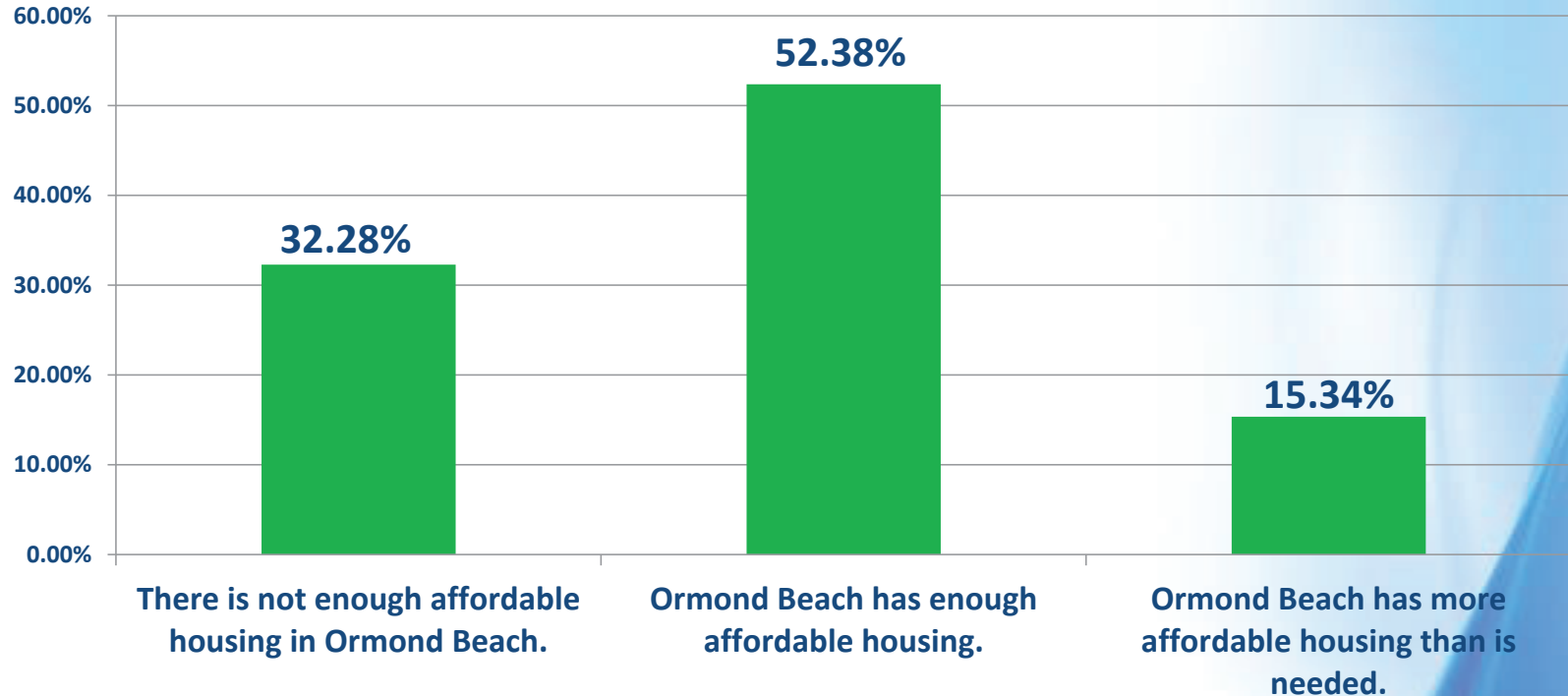
1. What is one place, location or image that comes to mind when you think of Ormond Beach?
2. What are your thoughts on the availability of affordable housing in Ormond Beach?
3. If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?
4. How should Ormond Beach prioritize improving or expanding infrastructure improvements?
5. What is one feature or improvement that could be added to Ormond Beach that would improve the quality of life?
6. What is something you currently enjoy about Ormond Beach?
7. What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?
8. Do you think there is enough housing and variety of housing options?
9. Please rank these from most important to least important.
Community Preservation, Economic Development, Transportation and Mobility, Housing
Parks & Recreation, Land Use & Development, Environmental Conservation, and Utilities
10. In a few words, describe your vision for Ormond Beach.
11. What are the biggest challenges you believe that Ormond Beach currently experiences or you believe the city will face over the next decade?
12. What are the top three concerns you have related to future development within Ormond Beach?
13. Please provide any other comments, thoughts or other issues you feel should be discussed in the Comprehensive Plan 2045 update.



Comprehensive Plan 2045 Update

Survey Results - Question #2

What are your thoughts on the availability of affordable housing in Ormond Beach



Answered	189
Skipped	7



Comprehensive Plan 2045 Update

Survey Results - Question #3

If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?

Subsidize Purchases:

- "Instead of spending the money to build affordable housing complexes...use the funds to subsidize purchases for people who qualify."

Regulate Developers / Avoid New Apartment Complexes:

- "Require developers to provide affordable housing as well as the ones they want approved."
- "An affordable housing trust fund via developer impact fees."
- "Stop building apartments and build housing communities with smaller houses."
- "There is an abundance of homes and way too many apartment complexes."

Utilize Abandoned Properties:

- "Turn former buildings into affordable housing, i.e., former schools, former churches and shopping centers. They can be made into apartments for senior fixed income housing."

Lower Costs for Housing Development:

- "Make it easier to build all kinds of housing with an emphasis on multifamily (apartments, duplexes, triplexes) to drive down costs."
- "Modify the lot size and setback requirements in selected neighborhoods."
- "Stop creating more and more expensive building codes and permits we have to acquire to do basic renovations."

Answered	80
Skipped	116

Incentivize:

- "Collect impact fees from new development to offer subsidies for affordable housing."
- "Incentives for landlords to make housing more affordable."
- "The City should encourage redevelopment and the allowance of density within the City Center."
- "The city should provide incentives to those who are willing to put sweat equity or rehab existing homes that aren't the new construction."

External Solutions:

- "Discussion with other cities Ormond size, that have incorporated affordable housing."
- "Should not be just low income but affordable housing for the middle class as well. We need rent caps especially for those living in a 55 and older community. Florida wages need to go up, people cant afford 2000 and up for rent."

Support Hometown Heroes Program:

- "Keep asking the legislature to appropriate money for Hometown Heroes to make home ownership possible, instead of renting."

Increase Inventory and Variety:

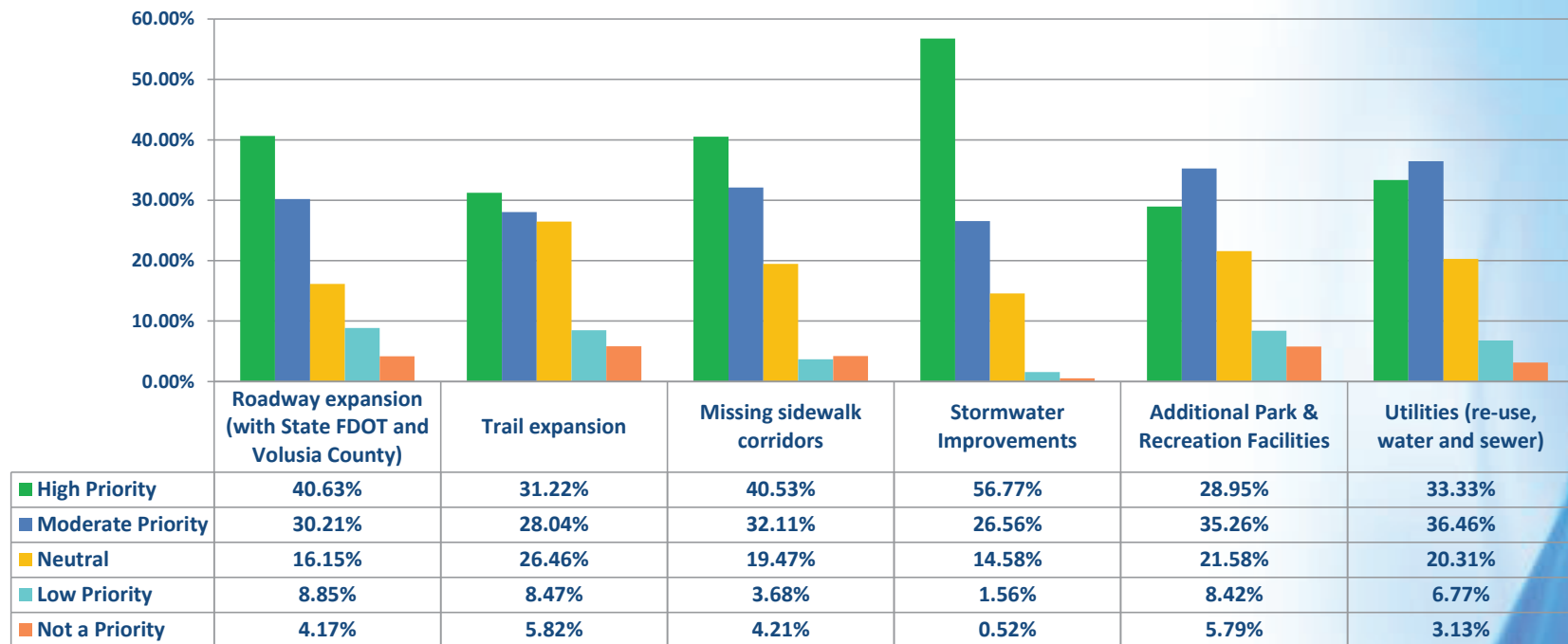
- "Build more homes. More inventory = lower prices."
- "New builds need a variety of price ranges for homes."
- "Tiny homes areas..... with a common space for some gardens."
- "More senior complexes like Madison Glenn would be great."
- "Higher density units to preserve green and forested areas."



Comprehensive Plan 2045 Update

Survey Results - Question #4

How should Ormond Beach prioritize improving or expanding infrastructure improvements?



Answered 194
Skipped 2



Comprehensive Plan 2045 Update

Survey Results - Question #5

What is one feature or improvement that could be added to Ormond Beach that would improve the quality of life?

Traffic Improvements:

- "Traffic improvements. And PLEASE repaint direction arrows at lights and stop signs."
- "Turn lanes at major intersections."
- "Better traffic flow. Larger bicycle lanes in both directions. Central turn lane in A1A North of Granada."
- "Traffic control on Granada Blvd. Consider lower speed limit."
- "Another bridge to beachside and get rid of the median on Granada there's so much traffic now it's getting ridiculous."

Enhance Parks and Green Spaces:

- "More community gardens."
- "More natural areas, less economic development."
- "Expand park areas with well-maintained sidewalks and exercise areas."
- "Improve the parks we have and purchase more lands for public use when available along the waterfronts."
- "Park expansion with well maintained sidewalks and exercise area."
- "Outdoor covered sitting areas as shelter from sun and rain for walkers."
- "Make a 24-hour basketball gym only accessible to Ormond Beach residents."

Answered	183
Skipped	13

Increase Bike and Pedestrian Infrastructure:

- "More protected bike lanes, wider sidewalks, more crosswalks."
- "A comprehensive bike trail network and more sidewalks."
- "Safer paths AWAY from motor vehicles."
- "More multi-purpose use trails (i.e., bike and walking)."
- "The creation of communities and developments that prioritize the pedestrian and do not require the use of a car."
- "Interconnecting sidewalks and trails, especially along John Anderson and N. Beach St."

Reduce Building and Development:

- "Stop tearing down trees and building so much. The quaint small-town feeling of Ormond is gone."
- "Less development and protect wildlife and greenspace."
- "Stop clear-cutting and require developers to build around existing trees and plant life."
- "STOP BUILDING!!! The growth is out of control."
- "Discourage projects that will negatively impact the history, culture and appeal of OB."



Comprehensive Plan 2045 Update

Survey Results - Question #5 (continued)

What is one feature or improvement that could be added to Ormond Beach that would improve the quality of life?

Upgrade Infrastructure:

- “Expand the sewer system.”
- “Sewer connection from septic to public along A1A.”
- “More medical care facilities.”
- “Bury the Utility Lines....would reap back cost in 3 hurricanes and make enduring a storm much safer and more pleasant.”
- “More commerce and parks west of I-95.”

Preserve the Local Character:

- “No more dense housing (apartments).”
- “Public art, fountains & permanent monuments that pay tribute to our history.”
- “Clean up the North US 1 area.”
- “A community appearance board like some other communities have.”
- “Ormond Beach should prioritize creating a vibrant downtown area along Granada.”

Public Safety:

- “Police enforcement, traffic and appearance, in gated communities. Pay for Ormond Beach police officers need to be equivalent or more to surrounding cities and county.”
- “Removing homeless and panhandlers.”
- “Lighting along beach street sidewalks like Holly Hill & Daytona did.”

Develop Public Spaces and Facilities:

- “Build a community center.”
- “Ormond Beach needs an Event Center.”
- “Consider relocating the library to a waterfront event center.”
- “An indoor public pool.”
- “Continued development of waterfront areas for entertainment / recreation.”
- “Moving the City offices and library and activating that amazing property, views and the riverfront. Ideas would be a hotel and 1st level shops/restaurantsthe hotel could offer boating adventures with the new dock. The Ormond hotel used to offer boating excursions (-: The taxes from this property alone would eventually pay for the move.”
- “Bocce Ball Courts beach side of Halifax River.”
- “Public Parking with Showers and Bathrooms.”
- “Municipal golf course, more adult rec sports leagues.”
- “Availability of the big beach wheelchairs that can be taken into the ocean and provided through advertising of companies. Also, the big sand-free beach access mats that make it accessible to bring a wheelchair onto the beach as well as beach carts.”
- “Inside/outside entertainment such as a top golf, nice bowling center, food hall.”

Answered	183
Skipped	13



What is something you currently enjoy about Ormond Beach?

- **Small-Town Charm**
 - Community Feel
 - Small town atmosphere
- **Natural Beauty and Outdoor Activities**
 - Beaches and Parks
 - Green Spaces
- **Recreational and Cultural Amenities**
 - Local Attractions
 - Public Services
 - Public spaces
- **Quality of Life**
 - Safety and Cleanliness
 - Accessibility and Convenience

Answered	181
Skipped	15





Comprehensive Plan 2045 Update

Survey Results - Question #7

What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?

1. Traffic Management and Infrastructure Improvement:

- “Traffic congestion, particularly on Granada Avenue.”
- “Enhanced infrastructure, including road expansions, bike lanes, and safer pedestrian routes.”
- “Development to provide adequate infrastructure to prevent overburdening existing systems.”

2. Controlled Development and Preservation of Green Spaces:

- “Slow down residential and commercial development.”
- “Protect small-town charm.”
- “Overdevelopment is leading to loss of green spaces and increased flooding.”
- “Preserve natural areas and existing neighborhoods.”

3. Community and Amenities:

- “Addition of parks and community centers.”
- “Enhanced aesthetic/appeal and mixed use development in the downtown and beachside areas.”

4. Environmental Protection/Conservation:

- “Preserve natural areas including wetlands and trees.”
- “Ensure new developments are preserving open spaces, and managing stormwater runoff and protecting local waterways.”

5. Affordable Housing and Community Needs:

- “More affordable housing options without overcrowding. Some suggest reusing.”
- “Repurpose existing buildings instead of building new ones.”
- “More community spaces, parks, and facilities that cater to families and seniors.”

6. Preserving Character:

- “Charm of Ormond Beach.”
- “Historical resources and small-town feel.”
- “Thoughtful growth that aligns with the values and needs of the residents.”

Answered	187
Skipped	9



Comprehensive Plan 2045 Update

Survey Results - Question #7 (cont.)

What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years? (Proposed Solutions)

Development Control:

- "Enforce moratoriums on new building."
- "Manage and limit housing growth."
- "Stop overdevelopment and protect green spaces."
- "Maintain low-density development."

Infrastructure Improvements:

- "Upgrade roads, including widening A1A and John Anderson Drive."
- "Improve stormwater infrastructure and drainage."
- "Expand and improve utility infrastructure."
- "Add more sidewalks and bicycle lanes for safer mobility."
- "Develop a bike network and improve pedestrian routes."
- "Consider water taxis for transportation along the Halifax River."

Traffic Management:

- "Enforce speed limits."
- "Implement traffic control measures, including roundabouts and smart traffic lights."
- "Address traffic congestion, especially in high-traffic areas like Granada."

Beautification and Community Amenities:

- "Enhance downtown aesthetics with landscaping and public art."
- "Create more public parks and green spaces."
- "Develop mixed-use areas that encourage walking and cycling."

Environmental Preservation:

- "Protect natural habitats and prevent clear-cutting of trees."
- "Focus on sustainable development practices."
- "Address issues of flooding through environmental conservation."

Community Services:

- "Increase hospital and emergency service capacity."
- "Enhance educational facilities and quality of schools."
- "Address homelessness and improve community safety."
- "Implement measures to prepare for hurricanes."

Cultural and Recreational Development:

- "Develop community centers and cultural venues."
- "Create more waterfront restaurants and public meeting spaces."

Zoning and Land Use:

- "Implement strict zoning regulations to control industrial development."
- "Preserve existing historical neighborhoods and buildings."

Tax and Budget Management:

- "Focus on maintaining low taxes and responsible spending."
- "Seek state and federal funding for community projects."

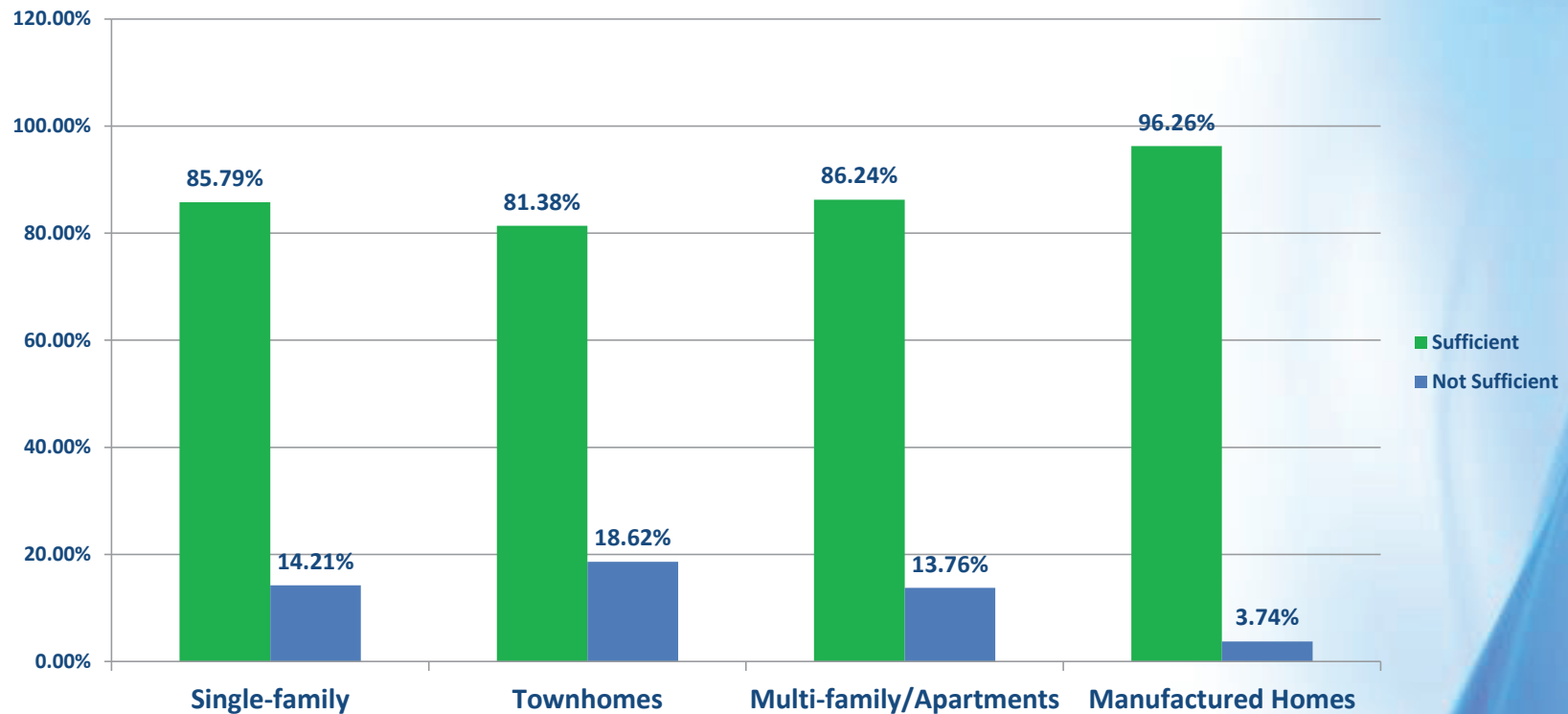
Answered	187
Skipped	9



Comprehensive Plan 2045 Update

Survey Results - Question #8

Do you think there is enough housing and variety of housing options?



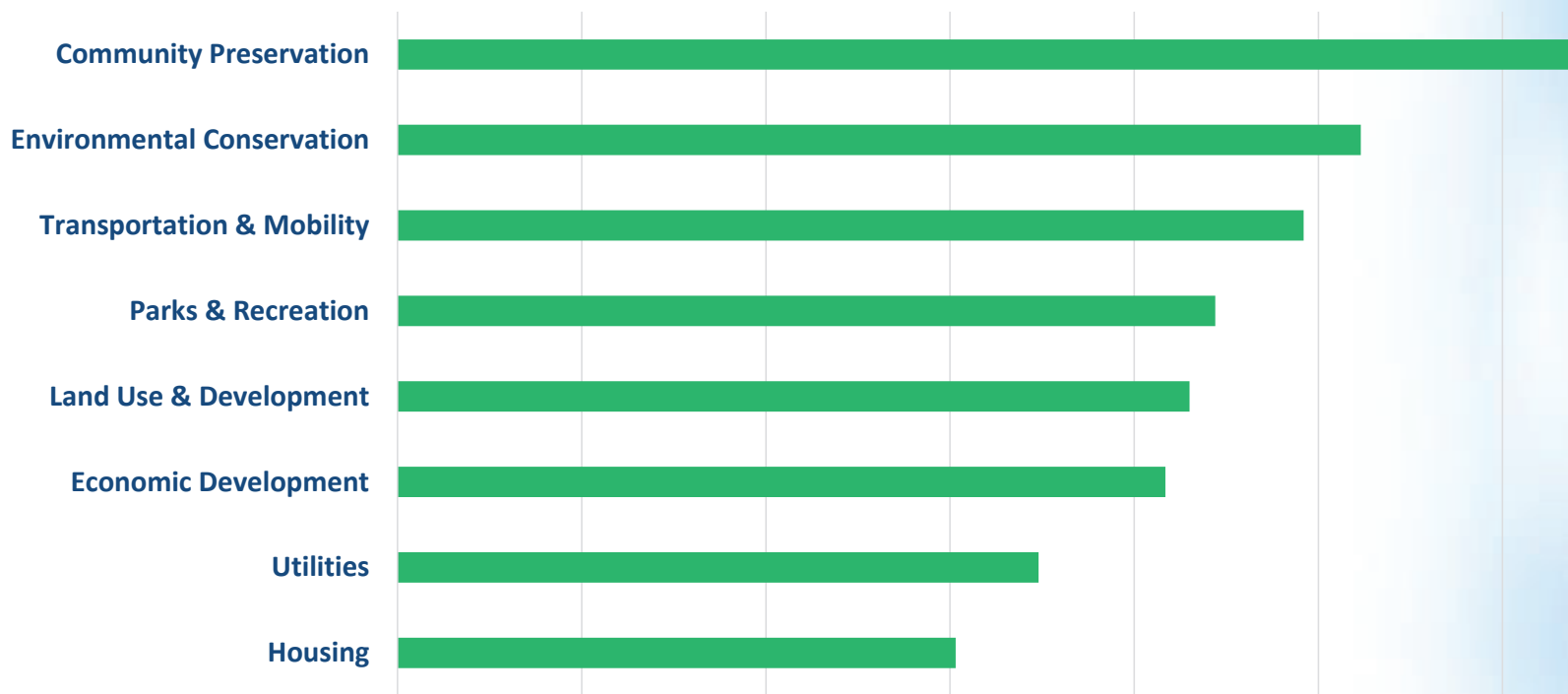
Answered	191
Skipped	5



Comprehensive Plan 2045 Update

Survey Results - Question #9

Please rank these from most important to least important



Answered	195
Skipped	1



Comprehensive Plan 2045 Update

Survey Results - Question #10

In a few words, describe your vision for Ormond Beach

Summary of responses only - see survey results worksheet 9.30.2024 for detailed responses

- ❖ **Preserve Small-Town Feel:** Respondents want Ormond Beach to retain its quaint, small-town atmosphere while keeping the historic charm. Family friend community.
- ❖ **Manage Growth Responsibly:** Maintain a balance of development and quality of life. Concern that growth that is leading to congestion, environmental degradation, and loss of green spaces. There should be controlled and thoughtful development that preserves existing natural areas.
- ❖ **Enhance Green Spaces and Environment:** Maintain and expand green spaces, protect natural environments, and improve sustainability efforts.
- ❖ **Improve Infrastructure:** Better infrastructure to support growth, including improved roads, utilities, and public transportation. Maintain and enhance existing facilities rather than building new ones.
- ❖ **Community and Family-Friendly Environment:** Remain a family-friendly community with accessible amenities and a high quality of life. Support of local businesses, parks, recreational opportunities and cultural/community events.
- ❖ **Avoid Overdevelopment:** Concern that excessive development could lead to overcrowding, increased traffic, and a loss of character.
- ❖ **Maintain Cleanliness and Safety:** Ensure that the city remains clean, safe, and attractive.

Answered	173
Skipped	23



Comprehensive Plan 2045 Update

Survey Results - Question #11

What are the biggest challenges you believe that Ormond Beach currently experiences, or you believe the city will face over the next 20 years?

1. Infrastructure:

Roads: Traffic congestion and inadequate road infrastructure to handle growing population.

Sewers & Septic Systems: Current systems insufficient for the expanding community.

Stormwater Management: Flooding.

2. Emergency Services:

Police and Law Enforcement: Managing crime and traffic issues.

Fire and Rescue Services: Capacity of emergency services to handle increased demand.

3. Public Services:

Healthcare: Availability and quality of medical care, including mental health services.

Education: Overcrowding in schools and need for more educational facilities.

4. Environmental Services:

Green Space: Perseveration of natural areas and management of environmental impact from development.

Parks and Recreation: More recreational spaces and facilities.

5. Affordable Housing:

Housing Options: Lack of availability of affordable housing and its impact on neighborhoods.

6. Transportation:

Public Transit: Better public transportation options to accommodate growing population.

Bicycle and Pedestrian Facilities: Improved facilities for non-motorized transportation.

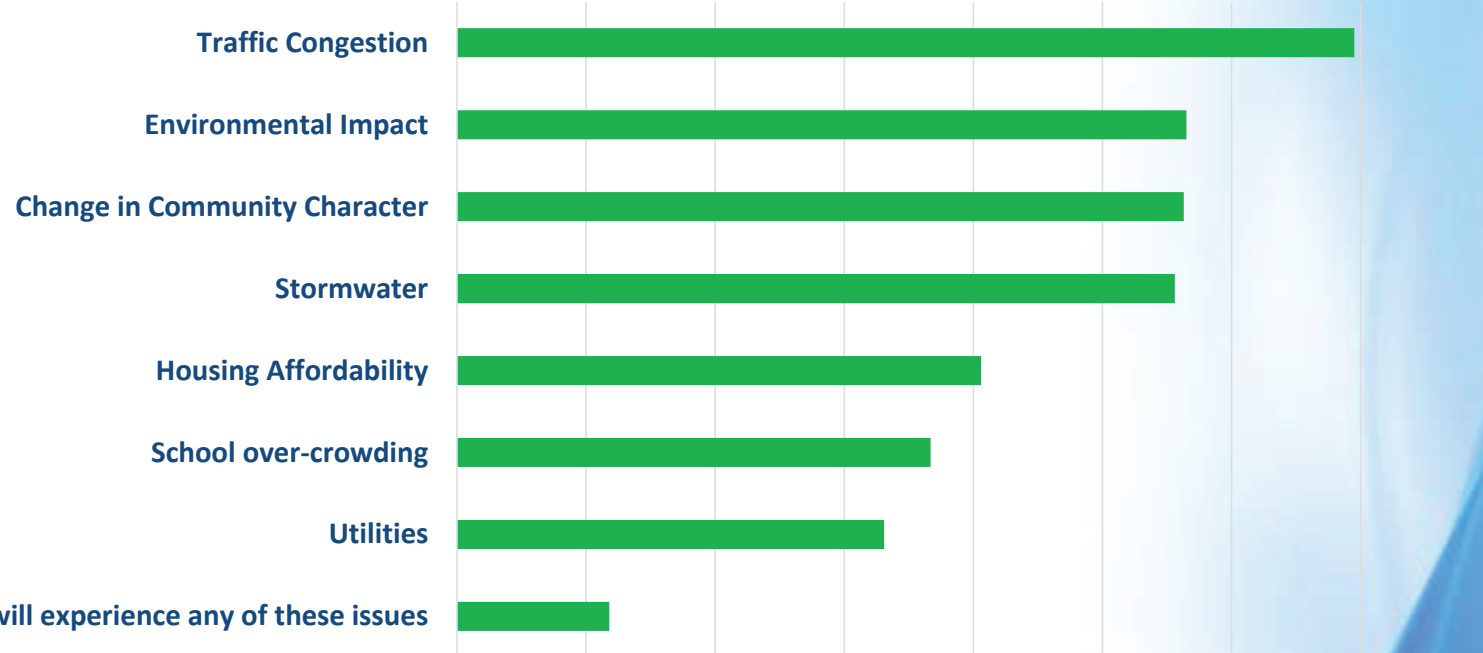
Answered	186
Skipped	10



Comprehensive Plan 2045 Update

Survey Results - Question #12

What are the top three concerns you have related to future development within Ormond Beach?



Answered	192
Skipped	4



Comprehensive Plan 2045 Update

Survey Results - Question #13

Please provide any other comments, thoughts, or issues you feel should be discussed in the Comprehensive Plan 2045 update.

Summary of responses only - see survey results worksheet 9.30.2024 for detailed responses

Growth Management:

- Limit annexation and overdevelopment, particularly in green spaces.
- Implement a moratorium on new developments to address existing infrastructure issues.
- Enforce stricter zoning regulations to prevent unwanted developments.

Infrastructure Improvements:

- Upgrade the Granada Bridge and the downtown area for better aesthetics and functionality.
- Bury utilities to prepare for hurricanes.
- Improve roads and parking, particularly near busy intersections.

Community Engagement:

- Increase transparency and communication from city leaders to residents, prioritizing citizen input over special interest groups.
- Establish programs for local businesses to volunteer in schools and communities.

Environmental Preservation:

- Preserve parks and green spaces, halt clear-cutting, and maintain the natural character of the area.
- Encourage responsible land use, including the establishment of more parks and recreational spaces.

Answered	115
Skipped	81



Comprehensive Plan 2045 Update

Survey Results - Question #13 (cont.)

Please provide any other comments, thoughts, or issues you feel should be discussed in the Comprehensive Plan 2045 update.

Summary of responses only - see survey results worksheet 9.30.2024 for detailed responses

Economic Development:

- Focus on attracting small businesses rather than large developments.
- Enhance downtown as a destination for shopping and dining.

Recreation and Quality of Life:

- Develop more bike paths, walking trails, and dog parks.
- Address the need for community centers and summer programs for kids.

Sustainable Practices:

- Ensure new developments adhere to stronger building codes for climate resilience.
- Research successful community growth models from other cities to inform local decisions.

Public Safety and Services:

- Improve code enforcement and police facilities.
- Address traffic safety with better signage and speed control measures.

Transportation and Access:

- Improve public transportation options and pedestrian pathways.
- Consider additional access points to the beach and better routes for evacuations.

Community Identity:

- Maintain Ormond Beach's small-town charm and character through careful planning and community-focused policies.

Answered	115
Skipped	81



Comprehensive Plan 2045 Update

2nd Community Engagement Meeting
Thursday January 16, 2025

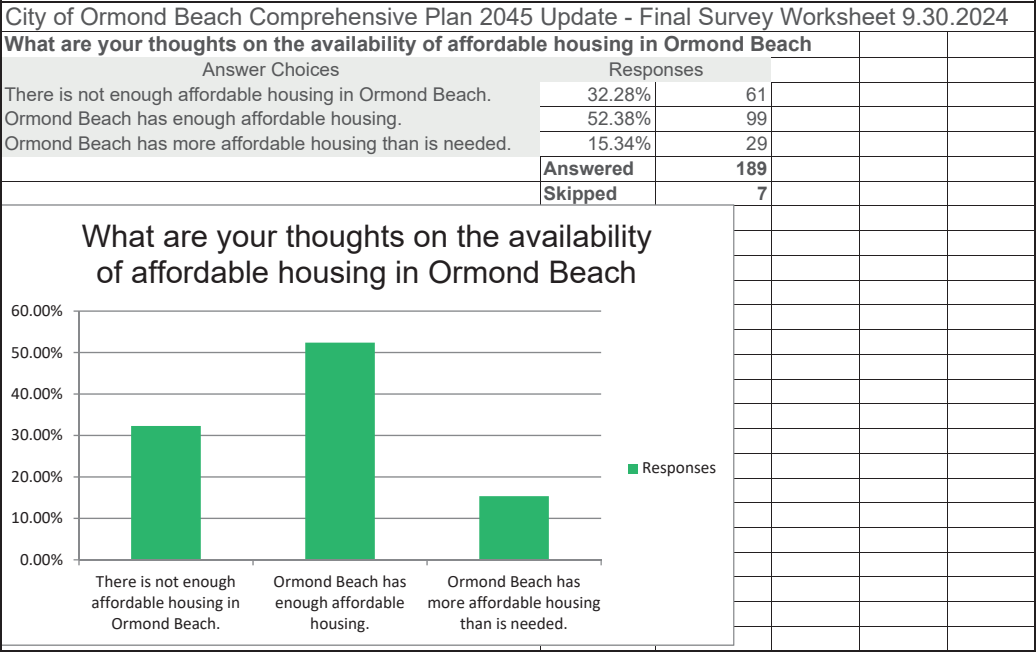
City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024		
What is one place, location or image that comes to mind when you think of Ormond Beach?		
Answered	189	
Skipped	7	
Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	Home
114691156008	Sep 17 2024 04:45 PM	The Beach
114684819763	Sep 09 2024 08:25 PM	Granada - "Main Street"
114684784685	Sep 09 2024 07:21 PM	Community involvement, concern for green space.
114684358420	Sep 09 2024 10:53 AM	Casements
114684290117	Sep 09 2024 09:40 AM	The Bridge
114683429922	Sep 07 2024 03:58 PM	Dunes to the beach with natural vegetation with out tourists.
114683429070	Sep 07 2024 03:55 PM	The beach itself
114683418154	Sep 07 2024 03:18 PM	Little church at base of bridge
114680788831	Sep 04 2024 12:25 PM	Casements
114680585408	Sep 04 2024 08:53 AM	Peaceful beach community
114680215191	Sep 03 2024 08:15 PM	Beach
114680005115	Sep 03 2024 03:00 PM	The Loop
114678254396	Aug 31 2024 02:16 PM	the loop
114677355981	Aug 30 2024 07:33 AM	Granada bridge over the river
114677063608	Aug 29 2024 09:34 PM	The area parks surrounding the Granada Bridge and the downtown area
114677000430	Aug 29 2024 07:43 PM	The Tomoka River
114676819599	Aug 29 2024 03:59 PM	four corners parks
114676418248	Aug 29 2024 09:48 AM	Casements and casement park
114674970353	Aug 27 2024 03:42 PM	Nice small coastal city that needs to stay small and not grow.
114674966047	Aug 27 2024 03:37 PM	The Casements
114674798008	Aug 27 2024 12:26 PM	The 4 corners of the bridge
114674746857	Aug 27 2024 11:30 AM	The view from the top of the Granada bridge
114674710537	Aug 27 2024 10:53 AM	The historic loop
114674706645	Aug 27 2024 10:49 AM	The Casements
114674694926	Aug 27 2024 10:36 AM	Beach Street
114674680256	Aug 27 2024 10:22 AM	River Bend Golf Course
114674677002	Aug 27 2024 10:18 AM	Congestion
114674676558	Aug 27 2024 10:18 AM	Atlantic Ocean & Halifax River
114674670410	Aug 27 2024 10:11 AM	The increase in traffic recently
114674668505	Aug 27 2024 10:09 AM	Crossing the Halifax River on Granada at sunset
114674664547	Aug 27 2024 10:04 AM	THE BEACH and families having family fun
114674663398	Aug 27 2024 10:03 AM	Home
114674273941	Aug 26 2024 08:47 PM	Grenada Street
114674060444	Aug 26 2024 03:02 PM	The waterfront
114674058488	Aug 26 2024 03:00 PM	Classic Beach Community
114674041489	Aug 26 2024 02:39 PM	the Casements and the riverside park next to it
114673984829	Aug 26 2024 01:33 PM	ocean
114673979337	Aug 26 2024 01:27 PM	The Granada bridge
114673902708	Aug 26 2024 11:59 AM	The Ormond Hotel / Casements History

114673880068	Aug 26 2024 11:35 AM	The loop
114673817030	Aug 26 2024 10:30 AM	Small beach town
114673478848	Aug 25 2024 09:30 PM	Boats on the intracoastal
114673402419	Aug 25 2024 05:04 PM	Historic downtown
114673226667	Aug 25 2024 06:47 AM	tomaka state park and the loop
114673100465	Aug 24 2024 08:04 PM	Too much trafgc
114672740643	Aug 23 2024 11:09 PM	Granada Bridge / The Loop
114672549851	Aug 23 2024 04:01 PM	The Granada Bridge
114672380159	Aug 23 2024 11:53 AM	Construction
114672317455	Aug 23 2024 10:33 AM	Granada Blvd.
114672273188	Aug 23 2024 09:37 AM	Downtown on Granada
114671883660	Aug 22 2024 06:25 PM	Granada Bridge
114671706092	Aug 22 2024 01:52 PM	The Casements
114671419604	Aug 22 2024 07:28 AM	Beach
114671220483	Aug 21 2024 11:12 PM	Granada Bridge
114671162814	Aug 21 2024 08:57 PM	The Loop
114671161549	Aug 21 2024 08:54 PM	Sanchez Park
114671031940	Aug 21 2024 04:45 PM	Granada Bridge
114670765308	Aug 21 2024 11:11 AM	Granada bridge
114670698971	Aug 21 2024 09:51 AM	Beautiful greenery and water
114670649490	Aug 21 2024 08:44 AM	Casements
114670192748	Aug 20 2024 05:10 PM	The granada bridge
114669990173	Aug 20 2024 01:05 PM	Granada Bridge
114669277114	Aug 19 2024 02:55 PM	Casements
114669269523	Aug 19 2024 02:44 PM	Peak of Granada Bridge over Intracoastal.
114668687484	Aug 18 2024 05:35 PM	The first place to get to the beach before you get to Daytona when coming from the north.
114668641041	Aug 18 2024 02:43 PM	The Loop
114668615233	Aug 18 2024 01:10 PM	City Hall and County Library area
114668198516	Aug 17 2024 10:03 AM	Ormond Beach Scenic Loop and Trail
114668175530	Aug 17 2024 08:58 AM	Restaurant row on granada
114668139144	Aug 17 2024 07:00 AM	Granada blvd
114668060353	Aug 17 2024 01:46 AM	The pristine beaches north of Granada
114667895547	Aug 16 2024 05:31 PM	The Beach
114667887645	Aug 16 2024 05:16 PM	beach
114667826196	Aug 16 2024 03:35 PM	Houses with Pools
114667749888	Aug 16 2024 01:39 PM	Sadly, NONE
114667618395	Aug 16 2024 10:37 AM	Beach life
114667341013	Aug 16 2024 12:49 AM	The granada beach approach
114667231607	Aug 15 2024 07:56 PM	Granada bridge
114667157856	Aug 15 2024 05:28 PM	the casements
114667145463	Aug 15 2024 05:07 PM	Granada Bridge
114667062207	Aug 15 2024 03:10 PM	The view of the Granada Bridge heading East.
114667059913	Aug 15 2024 03:08 PM	Traffic on Granada Blvd
114667038102	Aug 15 2024 02:41 PM	The Oceqn
114666951199	Aug 15 2024 12:53 PM	Beaches
114666937262	Aug 15 2024 12:36 PM	River views

114666857887	Aug 15 2024 11:00 AM	The beach
114666835265	Aug 15 2024 10:32 AM	The Airport
114666828954	Aug 15 2024 10:24 AM	The Atlantic Ocean
114666810987	Aug 15 2024 10:02 AM	The beach views
114666798187	Aug 15 2024 09:44 AM	The Casements
114666790823	Aug 15 2024 09:33 AM	Granada street
114666783868	Aug 15 2024 09:22 AM	Beaches
114666778725	Aug 15 2024 09:14 AM	Trees lining many streets and more green space than in neighboring Daytona Beach or south Florida.
114666772970	Aug 15 2024 09:05 AM	The Loop
114666771043	Aug 15 2024 09:02 AM	Tomoka State Park area.
114666757938	Aug 15 2024 08:39 AM	Casements
114666755921	Aug 15 2024 08:35 AM	The Casements
114666751186	Aug 15 2024 08:27 AM	section of Granada Blvd between US1 and Beach Street
114666747414	Aug 15 2024 08:19 AM	destruction of nature
114666740302	Aug 15 2024 08:06 AM	The Beach
114666736890	Aug 15 2024 07:59 AM	The bridge
114666731152	Aug 15 2024 07:47 AM	Parks around the bridge
114666725633	Aug 15 2024 07:35 AM	the yacht club
114666720810	Aug 15 2024 07:25 AM	Granada and A1A
114666720961	Aug 15 2024 07:25 AM	Beach
114666716833	Aug 15 2024 07:17 AM	OMAM
114666710998	Aug 15 2024 07:04 AM	The parks
114666697578	Aug 15 2024 06:33 AM	I love the natural areas of Ormond Beach, they should be preserved and we should allow more areas to become naturalized.
114666694775	Aug 15 2024 06:26 AM	Peaceful community
114666694522	Aug 15 2024 06:26 AM	Beach
1146666464798	Aug 14 2024 08:02 PM	I think of the Granada beach approach or the casements
114666362934	Aug 14 2024 04:48 PM	Birthplace of speed, indian burial mounds, Ormond Hotel.
114666349225	Aug 14 2024 04:28 PM	Beach Approach at Granada..an arched sign like Daytona has would nice.
114666117192	Aug 14 2024 11:38 AM	Granada bridge
114665329861	Aug 13 2024 01:11 PM	The Loop
114665286072	Aug 13 2024 12:15 PM	Downtown
114665110565	Aug 13 2024 08:24 AM	Downtown Ormond
114664817062	Aug 12 2024 09:06 PM	The Loop
114664604293	Aug 12 2024 03:14 PM	The river
114664436526	Aug 12 2024 11:44 AM	The bridge. I love it!
114663461010	Aug 10 2024 07:47 AM	The Loop
114663107390	Aug 09 2024 02:44 PM	Downtown Overlay District
114663094365	Aug 09 2024 02:23 PM	Ormond Beach beach approach
114663012183	Aug 09 2024 12:16 PM	The beach
114662811289	Aug 09 2024 07:00 AM	Granada Bridge and the surrounding historic buildings in that area
114662808933	Aug 09 2024 06:55 AM	The bridge
114662582347	Aug 08 2024 08:41 PM	Our beautiful beaches
114662346395	Aug 08 2024 02:03 PM	The Granada Bridge
114662219137	Aug 08 2024 11:28 AM	The parks at the bridge
114662147464	Aug 08 2024 10:01 AM	Intersection of Granada and Nova

114662087204	Aug 08 2024 08:44 AM	Central Park
114661990725	Aug 08 2024 05:32 AM	The beach approach at Granada
114661810666	Aug 07 2024 10:18 PM	Granada, beach
114661789054	Aug 07 2024 09:32 PM	Scenic Loop and the preservation of natural beauty & Open Space
114661668445	Aug 07 2024 05:37 PM	Tom Rednick Park beach
114661642825	Aug 07 2024 04:59 PM	paradise
114661622289	Aug 07 2024 04:33 PM	The beach
114661546872	Aug 07 2024 02:55 PM	Downtown and the river
114661463161	Aug 07 2024 01:08 PM	City Hall/ 4 Corners
114661432126	Aug 07 2024 12:28 PM	The historic buildings downtown
114661405401	Aug 07 2024 11:58 AM	The beach
114661400920	Aug 07 2024 11:53 AM	Granada Bridge
114661356794	Aug 07 2024 11:02 AM	Beach
114661348995	Aug 07 2024 10:53 AM	Parks and people parking in their front yards
114661329132	Aug 07 2024 10:29 AM	Downtown
114661237761	Aug 07 2024 08:27 AM	Nothing
114661230607	Aug 07 2024 08:15 AM	the low density compared to cities with similar amenities
114661224319	Aug 07 2024 08:04 AM	The Granada Bridge
114661215165	Aug 07 2024 07:48 AM	Andy Romano parking area
114661165417	Aug 07 2024 06:08 AM	The bridge parks
114661061001	Aug 07 2024 02:24 AM	The Casements
114660979273	Aug 06 2024 10:55 PM	Beach
114660966685	Aug 06 2024 10:26 PM	Sports complex
114660919281	Aug 06 2024 08:45 PM	The Casements
114660880782	Aug 06 2024 07:27 PM	Granada
114660864064	Aug 06 2024 06:54 PM	The Casements
114660827057	Aug 06 2024 05:52 PM	Small beach community with clean safe beaches
114660786151	Aug 06 2024 04:52 PM	Calm
114660785104	Aug 06 2024 04:50 PM	The Casements
114660764770	Aug 06 2024 04:26 PM	Beach
114660759645	Aug 06 2024 04:20 PM	The beach
114660722238	Aug 06 2024 03:37 PM	Our downtown area
114660696241	Aug 06 2024 03:09 PM	Granada Blvd
114660685176	Aug 06 2024 02:57 PM	The beach
114660684138	Aug 06 2024 02:56 PM	View of ocean and river from top of the Granada bridge
114660663180	Aug 06 2024 02:29 PM	Granada Beachside
114660591292	Aug 06 2024 01:05 PM	Loop
114660565162	Aug 06 2024 12:34 PM	Beach
114660555099	Aug 06 2024 12:22 PM	Downtown Ormond (W Granada)
114660548241	Aug 06 2024 12:14 PM	The Boy Scout house/yacht club with the blue Christmas trees.
114660542884	Aug 06 2024 12:08 PM	Birthplace of Speed
114660539317	Aug 06 2024 12:04 PM	Driving on the Beach and Central Park
114660512359	Aug 06 2024 11:33 AM	Andy Romano Park
114660503935	Aug 06 2024 11:24 AM	Granada
114660501792	Aug 06 2024 11:21 AM	Oceanfront parks
114660497660	Aug 06 2024 11:16 AM	Ocean
114660496826	Aug 06 2024 11:15 AM	Granada

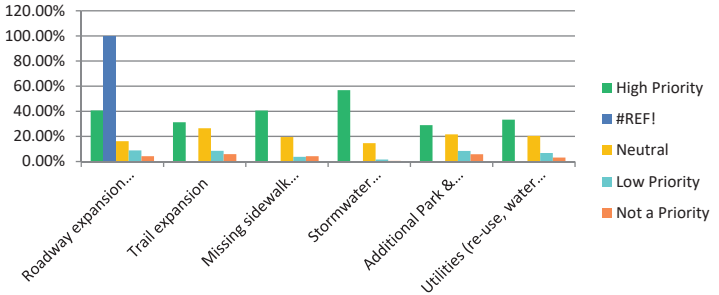
114660492419	Aug 06 2024 11:10 AM	Water ways and the Ocean
114660490029	Aug 06 2024 11:08 AM	Granda bridge
114660489603	Aug 06 2024 11:07 AM	Beach
114660482090	Aug 06 2024 10:59 AM	A well maintained, community oriented, beautiful coastal town, and a great place to live, work and raise a family.
114660465442	Aug 06 2024 10:39 AM	Granada
114660452468	Aug 06 2024 10:24 AM	Traffic
114660450767	Aug 06 2024 10:22 AM	OBPAC
114660444357	Aug 06 2024 10:15 AM	Four corners at Bridge
114660443069	Aug 06 2024 10:13 AM	The Granada Bridge with its the four corner parks is an iconic image.
114660403902	Aug 06 2024 09:26 AM	Casements
114659871859	Aug 05 2024 03:46 PM	Tomoka State Park



	A	B	C
1	City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024		
2	If you feel that there is not enough affordable housing in the city, do you have any thoughts on appropriate solutions?		
3	Answered	80	
4	Skipped	116	
5			
6			
7	Respondent ID	Response Date	Responses
8	114684784685	Sep 09 2024 07:21 PM	Please just no more over-building. Live on the outskirts of Ormond Beach and save and improve your current home for a nice resale price and then move to Ormond Beach if you want to.
9	114683429922	Sep 07 2024 03:58 PM	I don't think they're in Ormond, but some of the empty malls could be recon converted into communities.
10	114680585408	Sep 04 2024 08:53 AM	I don't know if there's adequate affordable housing, but I strongly stress that this town is very full already, I hope the government professionals want to keep this town, peaceful, and not overloaded with people and the roads are full already, there's really not room for any more traffic and people.
11	114677355981	Aug 30 2024 07:33 AM	Nope
12	114674966047	Aug 27 2024 03:37 PM	There is an uptick of homeless even in the trails. Affordable housing would not be in reach for these folks. The jobs that surround OB are not very high end, however you run the risk of slums if you lower the housing standards, then as with Clyde Morris, Williamson, LPGA,,crime spikes. Remember OB was the home for high end professionals, that's change so you need to strike a careful balance.
13	114674798008	Aug 27 2024 12:26 PM	Values have come up so much that people cannot afford to down size or live here. I think perhaps instead of spending the money to build affordable housing complexes...which reduces the values of neighboring properties...use the funds to subsidize purchases for people who qualify. It seems easier and will help to sell our over abundance of inventory.
14	114674746857	Aug 27 2024 11:30 AM	Not sure. Can't grow to the east. I don't know much about affordable housing. Real estate and rents seem to be rising faster than ever.
15	114674677002	Aug 27 2024 10:18 AM	Stop building overpriced apartments . Require developers to build housing that is truly affordable given the areas low wages
16	114674676558	Aug 27 2024 10:18 AM	Please, no more apartment buildings and storage units along our thorofares.
17	114674670410	Aug 27 2024 10:11 AM	Housing seems to be keeping up
18	114674273941	Aug 26 2024 08:47 PM	Please prioritize the development of mixed-use and/or affordable housing projects that do not financially run on enormous profit margins; Ormond Beach needs development that people can comfortably live in commensurate to their lower wages.
19	114674060444	Aug 26 2024 03:02 PM	It's certainly NOT more apartment complexes. Rents are overpriced and can exceed the cost of a mortgage. New housing developments without the added expense of an HOA with smaller home options may be a solution.
20	114674041489	Aug 26 2024 02:39 PM	Is there a way to put more abandoned houses on the market? More tax deed sales would be great.
21	114673902708	Aug 26 2024 11:59 AM	None. Affordable housing is mostly affected by personal choice and willingness to live within their means. There are plenty of homes available that don't meet "the aesthetic" of what this younger generation are looking for. The city should provide incentives to those who are willing to put sweat equity or rehab existing homes that aren't the new construction models younger people are looking for. Quality neighborhoods are dying out because no one is offering an opportunity to revitalize older homes. Such a waste of property to let them go unrehabilitated.
22	114673478848	Aug 25 2024 09:30 PM	Liberalize zoning and building restrictions to allow developers big and small to fill the gaps.
23	114673402419	Aug 25 2024 05:04 PM	What exactly is the definition of affordable housing?
24	114673100465	Aug 24 2024 08:04 PM	No more apartments
25	114672740643	Aug 23 2024 11:09 PM	1. Keep asking the legislature to appropriate money for Hometown Heroes to make home ownership possible, isntead of renting. 2. Consider smaller lot sizes / tiny homes in certain areas. 3. Build more homes. More inventory = lower prices.
26	114672380159	Aug 23 2024 11:53 AM	Collect impact fees from new development to offer subsidies for affordable housing
27	114672273188	Aug 23 2024 09:37 AM	Make it easier to build all kinds of housing with an emphasis on multifamily (apartments, duplexes, triplexes) to drive down costs. Allow more infill.
28	114671419604	Aug 22 2024 07:28 AM	Less taxes
29	114671162814	Aug 21 2024 08:57 PM	na
30	114671161549	Aug 21 2024 08:54 PM	Quit building apartments and build housing communities with smaller houses
31	114670698971	Aug 21 2024 09:51 AM	I give our city government the credit for being able to implement a strategy; you just need the will to do it!
32	114670649490	Aug 21 2024 08:44 AM	Dont build anymore apartments. There is enough housing. Ormond is full. NO fuel farm

	A	B	C
33	114669277114	Aug 19 2024 02:55 PM	Is there a way to incentivize landlords/lessors to offer clean, safe affordable housing close to bus stops, etc? I wish I knew how to implement social/business policy without subsidies. It's usually a supply/vs demand issue. Not enough affordable housing means either living on the street or somewhere unsafe & in poor living conditions. To build more affordable housing you need affordable land & maybe a structure where you waive the developer's cost of putting in the roads, curbs, gas, electric, sewer, water, lighting & common area landscaping as long as the city can have a say in the rent. Maybe we need to look at what other cities have done successfully & try to replicate? How bout we have the capacity to help people find affordable housing that meets their needs?? This is a tough one.
34	114669269523	Aug 19 2024 02:44 PM	Many apt complexes have been built the past few years along Williamson, Clyde Morris, etc. near the hospital and manufactured Plantation Oaks communities built between Old Dixie and US 1.
35	114668615233	Aug 18 2024 01:10 PM	N/A
36	114668546999	Aug 18 2024 09:26 AM	NO MORE SUBSIDIZED, LOW-RENT HOUSING! We do NOT want Ormond to look like the crime ridden big cities!
37	114668175530	Aug 17 2024 08:58 AM	N/a
38	114668139144	Aug 17 2024 07:00 AM	There is an abundance of homes and way too many apartment complex. None of them are affordable
39	114667887645	Aug 16 2024 05:16 PM	Stop raising taxes every year and find ways to lower home insurance. Stop creating more and more expensive building codes and permits we have to acquire to do basic renovations.
40	114667618395	Aug 16 2024 10:37 AM	Na
41	114667341013	Aug 16 2024 12:49 AM	I don't know how much affordable housing there is. Its not my season of life.
42	114666951199	Aug 15 2024 12:53 PM	More senior complexes like Madison Glenn would be great.
43	114666857887	Aug 15 2024 11:00 AM	Reserve some of the massive amount of development taking place for community that are not house-rental-only.
44	114666844491	Aug 15 2024 10:43 AM	Apartments would seem go be the best at this time, even though rents are sky high also. When I first moved to FL, I lived in a subsidized apartment complex, which helped until I was on my feet and could afford more. Are there many in Ormond Beach? I can't remember seeing any when I looked in 2005. Maybe that is a part of the solution?
45	114666783868	Aug 15 2024 09:22 AM	NA
46	114666778725	Aug 15 2024 09:14 AM	Higher density units to preserve green and forested areas.
47	114666771043	Aug 15 2024 09:02 AM	Multi family units rather than single family housing should be prioritized.
48	114666755921	Aug 15 2024 08:35 AM	I wish I knew.
49	114666710998	Aug 15 2024 07:04 AM	Either regulate or build affordable housing
50	114666694522	Aug 15 2024 06:26 AM	Instead of building all high price apartments and houses look at alternative lower cost housing.
51	114666464798	Aug 14 2024 08:02 PM	There are enough neighborhoods being built
52	114666362934	Aug 14 2024 04:48 PM	Send them to Daytona or Palm Coast.
53	114666349225	Aug 14 2024 04:28 PM	"affordable" is the operative number. I don't like all the "perks" companies get to put up apartments with a "certain" number with lower cost, and get massive tax breaks...most apartments turn to condos around 10 years...so builders got all their money up front, then leave. I believe ALL cities should get input from surrounding areas, as Ormonds roads, schools, parks will be impacted, with NO tax income into Ormond. Just as Hunter's Ridge did...It is Flagler, yet has no entrance/exit into Flagler...The Avalon Park will impact Ormond having a major entrance on Booth road, dumping onto Granada, The Interstate off ramp, Ormonds traffic, yet NO plans are in the works to widen Granada (not talking making a turn lane). Also our recharge water area is being surrounded by housing. Tiny house communities more affordable than manufactured. Ormond older communities for single families are too small for today's families.
54	114666117192	Aug 14 2024 11:38 AM	Stop building apartments and build homes
55	114665286072	Aug 13 2024 12:15 PM	Turn former buildings into affordable housing, i.e., former schools, former churches and shopping centers. They can be made into apartments for senior fixed income housing.
56	114664436526	Aug 12 2024 11:44 AM	Regulation!! starting with DeSantis and with local governments. We like him, but he's way too all for capitalization over ppl. It's the one area we are disappointed in with him.
57	114663107390	Aug 09 2024 02:44 PM	Research how other cities have made provisions and build our own program.
58	114662808933	Aug 09 2024 06:55 AM	A committee to explore vacant buildings for infill or properties that are vacant to develop.
59	114662582347	Aug 08 2024 08:41 PM	Please do NOT build more housing, improve the infrastructure FIRST to prepare for the future!
60	114662219137	Aug 08 2024 11:28 AM	Modify the lot size and setback requirements in selected neighborhoods. For example Collins and Bryant south of hand.
61	114662087204	Aug 08 2024 08:44 AM	Possible overlay district.
			Allow mixed use development on key commercial corridors like N. US 1, Nova Road, S. US 1, AIA and in the downtown to build density and amenities.

	A	B	C
62	114661668445	Aug 07 2024 05:37 PM	Incentives for landlords to make housing more affordable
63	114661622289	Aug 07 2024 04:33 PM	Use some of the empty buildings as apartments
64	114661463161	Aug 07 2024 01:08 PM	The City should encourage redevelopment and the allowance of density within the city Center
65	114661348995	Aug 07 2024 10:53 AM	Tiny homes areas..... with a common space for some gardens
66	114661329132	Aug 07 2024 10:29 AM	New builds need a variety of price ranges for homes. Help fight to regulate home owners insurance.
67	114661237761	Aug 07 2024 08:27 AM	Build more affordable housing . Stop bankrolling luxury apartments
68	114661230607	Aug 07 2024 08:15 AM	building more apartments and increasing density is NOT the answer, the City's charm is that it is NOT full of low income and subsidized housing
69	114661215165	Aug 07 2024 07:48 AM	Vacant buildings or homes that could be used fir temporary housing
70	114661165417	Aug 07 2024 06:08 AM	N/A
71	114660979273	Aug 06 2024 10:55 PM	More reasonably priced homes not apartments. Not cookie cutter Dr Horton either.
72	114660786151	Aug 06 2024 04:52 PM	Accept, housing crisis is a national issue, stop trying to solve national issue here locally by having disportionate share of affordable housing.
73	114660785104	Aug 06 2024 04:50 PM	N/A
74	114660685176	Aug 06 2024 02:57 PM	An affordable housing trust fund via developer impact fees. The developers are making profits while increased development impacts our traffic, chances of flooding, natural environment.
75	114660663180	Aug 06 2024 02:29 PM	Renovate or update, stop adding to the drainage issues by overbuilding.
76	114660565162	Aug 06 2024 12:34 PM	Should not be just low income but affordable housing for the middle class as well. We need rent caps especially for those living in a 55 and older community. Florida wages need to go up, people cant afford 2000 and up for rent.
77	114660542884	Aug 06 2024 12:08 PM	Ormond has a large population of elderly. Nicely appointed elderly housing would be a great asset.
78	114660539317	Aug 06 2024 12:04 PM	I lived in Holly Hill in the 60 on Audrey Dr, the neighborhood was wonderful, then the city built the projects on Jimmie Anne Dr, our neighborhood deteriorated from then on along with the rest of Holly Hill. The last thing we need is people that don't respect their living accomidations, we already have plenty of appartments being built on the edge of Ormond Beach on or near Williamson, Clyde Morris and LPGA. Ormond residents safety is more important!
79	114660501792	Aug 06 2024 11:21 AM	Put systems in place to lower insurance rates to make home ownership more attainable as well as be able to lower rents due to less overhead.
80	114660497660	Aug 06 2024 11:16 AM	Require developers to provide affordable housing as well as the ones they want approved.
81	114660496826	Aug 06 2024 11:15 AM	N/a - there are plenty of rentals and far too many that border Ormond Beach just south of Granada. It is a worry that there will be far too much crime because of this.
82	114660492419	Aug 06 2024 11:10 AM	Don't want low income housing in Ormond. There is enough in Holly Hill and daytona.
83	114660490029	Aug 06 2024 11:08 AM	Fund an affordable housing program
84	114660489603	Aug 06 2024 11:07 AM	Unfortunately most housing is unaffordable now. There is no quick and easy solution, but options should be researched.
85	114660482090	Aug 06 2024 10:59 AM	Honestly, not sure how to do that! Purchasing a home in Ormond Beach has always been more expensive, compared to neigboring cities. In fact, when I bought my first home, I bought in Daytona Beach, because that was what I could afford at the time. When I became more financially capable , I purchased in Ormond Beach.
86	114660465442	Aug 06 2024 10:39 AM	Insurance needs to be addressed.
87	114660450767	Aug 06 2024 10:22 AM	Discussion with other cities Ormond size, that have incorporated affordable housing.

	A	B	C	D	E	F	G	H	I	J	K
1	City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024										
2	How should Ormond Beach prioritize improving or expanding infrastructure improvements?										
3		High Priority			Neutral		Low Priority		Not a Priority		Total
4	Roadway expansion (with State FDOT and Volusia County)	40.63%	78	58	16.15%	31	8.85%	17	4.17%	8	192
5	Trail expansion	31.22%	59	53	26.46%	50	8.47%	16	5.82%	11	189
6	Missing sidewalk corridors	40.53%	77	61	19.47%	37	3.68%	7	4.21%	8	190
7	Stormwater Improvements	56.77%	109	51	14.58%	28	1.56%	3	0.52%	1	192
8	Additional Park & Recreation Facilities	28.95%	55	67	21.58%	41	8.42%	16	5.79%	11	190
9	Utilities (re-use, water and sewer)	33.33%	64	70	20.31%	39	6.77%	13	3.13%	6	192
10										Answered	194
11										Skipped	2
12	How should Ormond Beach prioritize improving or expanding infrastructure improvements? 										
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											

What is one feature or improvement that could be added to Ormond Beach that would improve the quality of life?

Answered	183	
Skipped	13	
Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	More exotic/invasive vegetation & vine removal throughout City and require or enforce removal from private properties. Areas are overrun and impacting sensitive habitats, some of which provide basic needs for protected species - ie - Sanchez Park/Brazilian Pepper and Manatees
114691156008	Sep 17 2024 04:45 PM	Remove septic tanks and provide service to beachside county areas
114684819763	Sep 09 2024 08:25 PM	Continued development of waterfront areas for entertainment / recreation.
114684784685	Sep 09 2024 07:21 PM	If we have a "willing seller" for the Tomoka Oaks Golf Course land, PLEASE put an 18-hole golf course back there. The State was trying to put about 4 different golf courses in our State Parks. That is not a good idea. "We" have a perfect spot for an 18-hole golf course. In our Parks and Rec survey of 2022, a golf course was mentioned on pp. 132, 149, 155, 186, 192 and page 231. We need recreation for our families and a golf course would be welcomed.
114684358420	Sep 09 2024 10:53 AM	Moratorium on development of new residential neighborhoods and apartment complexes until their impact on traffic, flooding, and medical infrastructure has been fully evaluated to ensure these areas can absorb new growth.
114684290117	Sep 09 2024 09:40 AM	Bury the Utility Lines....would reap back cost in 3 hurricanes and make enduring a storm much safer and more pleasant.
114683429922	Sep 07 2024 03:58 PM	Improve traffic patterns before you allow any more new apartment buildings or neighborhoods to be built. I realize part of the problem is Daytona resident West of 95 all dumping on Granada but that affects all of us who live here and suck with it.
114683429070	Sep 07 2024 03:55 PM	improving walk and bicycle access that is safe
114683418154	Sep 07 2024 03:18 PM	High end looking LANDSCAPE
114680788831	Sep 04 2024 12:25 PM	a community appearance board like some other communities have
114680585408	Sep 04 2024 08:53 AM	Ormond Beach has a great quality of life, we just don't want to see too much change in the population, it already takes over 20 minutes just to go from east to west, we just want to keep it manageable traffic and a manageable amount of people in this beautiful beach town
114680005115	Sep 03 2024 03:00 PM	STOP BUILDING!!! The growth is out of control.
114678254396	Aug 31 2024 02:16 PM	Stop bulding all over.
114678165469	Aug 31 2024 10:39 AM	Police enforcement, traffic and appearance, in gated communities.
114677355981	Aug 30 2024 07:33 AM	Pay for Ormond Beach police officers need to be equivalent or more to surrounding cities and county.
114677000430	Aug 29 2024 07:43 PM	Sewer not septic
114676819599	Aug 29 2024 03:59 PM	Turn lanes at major intersections
114676418248	Aug 29 2024 09:48 AM	traffic control on Granada Blvd. Consider lower speed limit.
114674970353	Aug 27 2024 03:42 PM	Drivers are out of control, never see law enforcement
114674966047	Aug 27 2024 03:37 PM	Develop our downtown (S. of bridge)with more shops, restaurants etc.
114674798008	Aug 27 2024 12:26 PM	Clean out the homeless people, panhandling, and illegal alien element within Ormond Beach.
114674746857	Aug 27 2024 11:30 AM	There isn't any. It was not planned well decades ago.
114674710537	Aug 27 2024 10:53 AM	Moving the City offices and library and activating that amazing property, views and the riverfront. Ideas would be a hotel and 1st level shops/restaurantsthe hotel could offer boating adventures with the new dock. The Ormond hotel used to offer boating excursions (-: The taxes from this property alone would eventually pay for the move.
114674706645	Aug 27 2024 10:49 AM	No response
114674703589	Aug 27 2024 10:45 AM	Public art, fountains & permanent monuments that pay tribute to our history (i.e., The Birthplace of Speed, John Anderson, John D Rockefeller, etc.). Add Palm trees within the center road barriers on A1A similar to those on Granada. Get rid of bus bench billboard ads on A1A, looks trashy.
114674680256	Aug 27 2024 10:22 AM	more landscaping
114674677002	Aug 27 2024 10:18 AM	No more dense housing (apartments)
114674676558	Aug 27 2024 10:18 AM	Golfing. Nothing to do but beach, bars & restaurants. Not only good for locals, but for visitors also.
114674670410	Aug 27 2024 10:11 AM	Stop building wawas, storage units , fast food restaurants and destroying green spaces
114674668505	Aug 27 2024 10:09 AM	Clean up the North US 1 area. Use enforcement, if necessary.
114674664547	Aug 27 2024 10:04 AM	Traffic control
114674663398	Aug 27 2024 10:03 AM	Clean up US #1 North
114674273941	Aug 26 2024 08:47 PM	Bocce Ball Courts beach side of Halifax River.
114674060444	Aug 26 2024 03:02 PM	More medical care facilities
114674060444	Aug 26 2024 03:02 PM	The course of communities and developments that prioritize the pedestrian and do not require the use of a car. Many communities out by i-95 are very isolated due to cars being the only viable transportation in the area.
114674060444	Aug 26 2024 03:02 PM	More utilization of our waterfront areas.

114674058488	Aug 26 2024 03:00 PM	Outdoor covered sitting areas as shelter from sun and rain for walkers
114674041489	Aug 26 2024 02:39 PM	Prohibiting cars from driving on the Atlantic beach.
114673984829	Aug 26 2024 01:33 PM	Improve Downtown Ormond Beach. Specifically Granada Blvd.
114673902708	Aug 26 2024 11:59 AM	Lighting along beach street sidewalks like Holly Hill & Daytona did.
114673880068	Aug 26 2024 11:35 AM	Stop the over building and clear cutting the land.
114673817030	Aug 26 2024 10:30 AM	Pay the police a higher salary and keep out the homeless
114673478848	Aug 25 2024 09:30 PM	Grade separated bicycle lanes.
114673402419	Aug 25 2024 05:04 PM	More shade structures at Parks and allow ability to have truck vendors or others provide food services and make them destinations during certain periods of the week or month
114673226667	Aug 25 2024 06:47 AM	Stop building and taking away open land
114673100465	Aug 24 2024 08:04 PM	Less developers
114672740643	Aug 23 2024 11:09 PM	I would like to see an Ormond Beach City Center, similar to what Port Orange has. City Government, EOC, Police, Library, Event Center, Recreation, etc. (It would have been nice to do something like that at the old Memorial Hospital site.)
114672549851	Aug 23 2024 04:01 PM	Ormond Beach needs an Event Center. What if you relocated the Library and made that into a waterfront event center?
114672380159	Aug 23 2024 11:53 AM	More bike lanes , a farmer's market that is not strictly during business hours so people who work can attend
114672317455	Aug 23 2024 10:33 AM	Scrap the realignment plan for Granada Blvd. and come up with a more realistic one suitable for the only east/west corridor in Ormond Beach. The in progress plan will severely impact traffic congestion, emergency services response and operations with questionable benefits to citizens and visitors.
114672273188	Aug 23 2024 09:37 AM	More protected bike lanes, wider sidewalks, more crosswalks.
114671883660	Aug 22 2024 06:25 PM	Removing homeless and panhandlers
114671706092	Aug 22 2024 01:52 PM	Less building when there are so many vacant commercial properties
114671419604	Aug 22 2024 07:28 AM	Interconnecting sidewalks and trails, especially along John Anderson and n beach st
114671220483	Aug 21 2024 11:12 PM	Prevent road expansion as a way to deter any further overpopulation.
114671162814	Aug 21 2024 08:57 PM	na
114671161549	Aug 21 2024 08:54 PM	More community gardens
114671031940	Aug 21 2024 04:45 PM	Stop cutting down trees for development.
114670765308	Aug 21 2024 11:11 AM	more crosswalks or cross-bridge for residents and visitors to safely walk from one end to another. More safety signals for pedestrians
114670698971	Aug 21 2024 09:51 AM	Stop the unabated development without corresponding infrastructure improvement. Residents are VERY UNHAPPY about the way all this development is taking place, with corresponding traffic tie ups and accidents!
114670649490	Aug 21 2024 08:44 AM	No fuel farm
114670192748	Aug 20 2024 05:10 PM	Ormond Beach should prioritize creating a vibrant downtown area along Granada, filled with more restaurants and lively businesses. To achieve this, we need to thoughtfully relocate establishments like boxing gyms to different parts of town, ensuring the downtown becomes a hub of activity and community. Additionally, we should focus on enhancing our school system, providing our children with a strong foundation to grow up here, and consider bringing a football stadium to Ormond to foster local pride and opportunities
114669990173	Aug 20 2024 01:05 PM	Community/Event Center
114669277114	Aug 19 2024 02:55 PM	I personally feel that this is an extremely active community so sidewalks, roads & lighting all for safety purposes I find necessary & living beachside by Andy Romano Park I'm grateful for what has transpired to create more safety on A1A, but man of our roads & sidewalks and the lighting at dusk & dawn is not safe for walkers, joggers, bicyclists, and dog walkers.
114669269523	Aug 19 2024 02:44 PM	Town Center near Ross Common Publix. Why do proposed projects there never materialize?
114668641041	Aug 18 2024 02:43 PM	Halifax Plantation subdivisions keep being built.
114668615233	Aug 18 2024 01:10 PM	Stop clear-cutting and require developers to build around existing trees and plant life
114668546999	Aug 18 2024 09:26 AM	I think of the Daytona Beach Ocean Walk area's colored brick roadway at a couple intersections. I always thought a comparable one would look so nice at Granada and Beach Street and perhaps Granada and A1A the same turquoise and sand color. Perhaps in the center "Ormond Beach".
114668198516	Aug 17 2024 10:03 AM	Stop bringing in all these cheap apartments! Lush native plants on public property and maintain trees and vegetation with best practices.
114668175530	Aug 17 2024 08:58 AM	We need another bridge. It is unsafe to only have one bridge in Ormond for evacuation purposes. Not only that, our population and traffic have increased to the point that the bridge is often backed up. If there is an event at the Casements on top of that, traffic becomes unmanageable.
114668139144	Aug 17 2024 07:00 AM	Stop tearing down trees and building apartments, car washes, storage buildings and dollar stores. Preserve what little beauty is left of Ormond
114668060353	Aug 17 2024 01:46 AM	Keeping height limits on buildings on the beachside.
114667895547	Aug 16 2024 05:31 PM	Developers should ALWAYS pay impact fees for roadways, police, fire, schools, etc.
114667887645	Aug 16 2024 05:16 PM	Better sidewalks everywhere and lanes for bikes on all roads (John Anderson) Stop ripping out trees for overdevelopment. We don't need more carwashes, condos and storage. Provide more beach access, parks, boat ramps. Save the trees and swamps. Stop building on Grenada. More hospitals.
114667826196	Aug 16 2024 03:35 PM	Public Parking with Showers and Bathrooms
114667749888	Aug 16 2024 01:39 PM	Stop overdeveloping
114667618395	Aug 16 2024 10:37 AM	Less apartments and another hospital

114667341013	Aug 16 2024 12:49 AM	A more central location for family/community events. Port Orange has City Center and never seems to have parking issues. We have the Casements and parking and traffic are in the middle of everything
114667231607	Aug 15 2024 07:56 PM	Less development
114667157856	Aug 15 2024 05:28 PM	activities center
114667145463	Aug 15 2024 05:07 PM	Create a real sense of downtown...
114667062207	Aug 15 2024 03:10 PM	A comprehensive bike trail network and more sidewalks. My street is very busy and is a commuter cut-through but we have no sidewalks.
114667059913	Aug 15 2024 03:08 PM	Less new development
114667038102	Aug 15 2024 02:41 PM	Less corporate franchises. We don't need more National fast food or convenience stores. Prefer to see more locally owned restaurants and stores. No more strip malls.
114666951199	Aug 15 2024 12:53 PM	Better access on Granada. Doing all the improvements with the medians just creates more backup. I pray that people are not stuck in traffic when an ambulance has to get thru there. Enlarge Granada, don't put in more medians.
114666937262	Aug 15 2024 12:36 PM	Movie theater
114666857887	Aug 15 2024 11:00 AM	More multi-purpose use trails (i.e., bike and walking)
114666844491	Aug 15 2024 10:43 AM	Figure out a solution to the traffic issues we are having. It seems like, since I moved here in 2012, we have gone from only having occasional traffic backups during high season, to constantly having traffic backups. I realize there is no easy solution, as we are locked into too few roads to handle the traffic, but something has to be done! It is not unusual to see traffic backed up one or almost 2 lights on Granada at certain times of the day. The small town atmosphere we had here is quickly disappearing.
114666835265	Aug 15 2024 10:32 AM	An indoor public pool.
114666828954	Aug 15 2024 10:24 AM	Leave it alone and stop spending OUR money
114666810987	Aug 15 2024 10:02 AM	Sewer connection from septic to public along A1A
114666798187	Aug 15 2024 09:44 AM	Traffic control ;
114666790823	Aug 15 2024 09:33 AM	Inside/outside entertainment such as a top golf, nice bowling center, food hall
114666783868	Aug 15 2024 09:22 AM	Quit building storage facilities, car washes. Add a nice park that has cook out area, shaded space and a fishing pond for the kids.
114666778725	Aug 15 2024 09:14 AM	More and safer mixed use paths that connect with various areas of the city & beyond. Safer paths AWAY from motor vehicles. It is not enough to have an 18-24" bike lane. Increase sidewalk side to protect bicyclists and pedestrians alike.
114666772970	Aug 15 2024 09:05 AM	Less building and reforestation is needed here
114666771043	Aug 15 2024 09:02 AM	Discourage projects that will negatively impact the history, culture and appeal of OB. Bike and walking paths throughout the city would be nice.
114666755921	Aug 15 2024 08:35 AM	More concerts
114666751186	Aug 15 2024 08:27 AM	Taking volume off Granada Blvd - it takes too long to get from I-95 exit to beachside A1A
114666747414	Aug 15 2024 08:19 AM	Infrastructure is due to the overbuilding of greedy developers and those who benefit with little or no thought to expanding our roads.
114666740302	Aug 15 2024 08:06 AM	Stop developing
114666736890	Aug 15 2024 07:59 AM	More something that can be stopped - stop cutting down so many trees and clearing land. Don't add apartments or big developments.
114666731152	Aug 15 2024 07:47 AM	Slow traffic in neighborhoods
114666725633	Aug 15 2024 07:35 AM	More commerce and parks west of 95. Right now anyone who lives out here has to cross the interstate to do almost anything, unless it's a trip to Walgreens or to get gas. Even worse for city parks, where the nearest one is Riverbend. And how can our most major road not have a single park on it? (I don't count the one downtown next to city hall, as that is more of just a shaded sitting area for people to take cigarette breaks).
114666720810	Aug 15 2024 07:25 AM	Taxes and staying up with city codes as far as how one keeps the junk out of their property etc
114666720961	Aug 15 2024 07:25 AM	Stop tearing down trees and building so much. The quaint small town feeling of Ormond is gone, which is why my family moved here 24 years ago. Traffic is grown out of control, Granada has become a nightmare to drive on, as well as A1A.
114666716833	Aug 15 2024 07:17 AM	Sidewalks
114666710998	Aug 15 2024 07:04 AM	More or larger emergency room facilities
114666697578	Aug 15 2024 06:33 AM	More natural areas, less economic development. Do not remove all the natural areas to build, etc. That is killing the area.
114666694522	Aug 15 2024 06:26 AM	Quit allowing so much building without thinking of consequences with flooding, road congestion
114666694775	Aug 15 2024 06:26 AM	Another bridge to beachside and get rid of the median on Granada there's so much traffic now it's getting ridiculous
114666464798	Aug 14 2024 08:02 PM	Make a 24 hour basketball gym only accessible to ormond beach residents.
114666362934	Aug 14 2024 04:48 PM	One complaint that I have is that after 5 a clock, in the South Ormond Recreational center, there is a large group of 20 people who come and hog up the basketball court, running full courts, which is against the rules. Most of the people there aren't even from Ormond.
114666349225	Aug 14 2024 04:28 PM	Expanding sewage and water to Ormond by the Sea
114666117192	Aug 14 2024 11:38 AM	Require ALL new communities whether apartment or housing have rain retrieval drums as they have in Australia and people off grid in Hawaii. We are drawing water from the springs in Deland area, as salt water has moved further West since I was on The first committee for this review (It was pass US1 then). Everyone needs water.
114665329861	Aug 13 2024 01:11 PM	More walkability
114665286072	Aug 13 2024 12:15 PM	Municipal golf course, more adult rec sports leagues, in recent years the city has lost almost all of their leagues while cities like port orange have a well run organized leagues for various sports
		Availability of the big beach wheelchairs that can be taken into the ocean and provided through advertising of companies. Also, the big sand-free beach access mats that make it accessible to bring a wheelchair onto the beach as well as beach carts. (The costs could be offset by companies sponsoring the mats by having their logo or name imprinted on the mats at each entrance.)

114665110565	Aug 13 2024 08:24 AM	Reduce land clearing
114664817062	Aug 12 2024 09:06 PM	Park expansion with well maintained sidewalks and exercise area.
114664604293	Aug 12 2024 03:14 PM	Maybe not allowing so many big franchises to ruin the small beach town feel. And doing something about the awful traffic on Granada Blvd.
114664436526	Aug 12 2024 11:44 AM	Traffic improvements. And PLEASE repaint direction arrows at lights and stop signs. They are barely visible and a hazard. Thank you!
114663461010	Aug 10 2024 07:47 AM	Improve the parks we have and purchase more lands for public use when available along the waterfronts.
114663107390	Aug 09 2024 02:44 PM	Build a community center.
114663094365	Aug 09 2024 02:23 PM	Put a public golf course back at Tomoka Oaks
114663012183	Aug 09 2024 12:16 PM	Zoning needs to be reviewed and addressed
114662811289	Aug 09 2024 07:00 AM	Stop building apartments. Stop building period. Don't change zoning in favor of businesses that don't help current residents. Tymber Creek Apartments comes to mind.
114662808933	Aug 09 2024 06:55 AM	A golf course
114662582347	Aug 08 2024 08:41 PM	Underground utilities
114662346395	Aug 08 2024 02:03 PM	I think our quality of life is very good
114662219137	Aug 08 2024 11:28 AM	Traffic Concurrency
114662147464	Aug 08 2024 10:01 AM	Street cameras and safety for pedestrians
114662087204	Aug 08 2024 08:44 AM	Removing the height restrictions in the downtown and beachside.
114661990725	Aug 08 2024 05:32 AM	Bike friendly trails
114661810666	Aug 07 2024 10:18 PM	Better traffic flow. Larger bicycle lanes in both directions. Central turn lane in A1A North of Granada.
114661789054	Aug 07 2024 09:32 PM	More greenery and not allowing the raping of our forests by big developers
114661668445	Aug 07 2024 05:37 PM	Disabled access to beach
114661642825	Aug 07 2024 04:59 PM	More freshwater fishing locations or stock the existing locations with more fish
114661622289	Aug 07 2024 04:33 PM	Quit bulldozing trees
114661546872	Aug 07 2024 02:55 PM	Upgrades to sports and recreation facilities
114661463161	Aug 07 2024 01:08 PM	Bike lanes that are separate from traffic.
114661432126	Aug 07 2024 12:28 PM	Addressing speeding on roadways
114661405401	Aug 07 2024 11:58 AM	Walkable downtown area with more shops and restaurants similar to New Smyrna Beach
114661400920	Aug 07 2024 11:53 AM	Sidewalks along John Anderson Drive
114661356794	Aug 07 2024 11:02 AM	Road updates
114661348995	Aug 07 2024 10:53 AM	Make sure people are keeping the sidewalks clear of vegetation so walking does not send kids/adults into the road. Enforce the Neighborhood codes. Publish a code every time you make a Facebook post. Tired of the boats in the front yards.
114661329132	Aug 07 2024 10:29 AM	Better restaurants!
114661237761	Aug 07 2024 08:27 AM	Less development
114661230607	Aug 07 2024 08:15 AM	more policing
114661224319	Aug 07 2024 08:04 AM	Slow down development
114661215165	Aug 07 2024 07:48 AM	Less development and protect wildlife and greenspace.
114661165417	Aug 07 2024 06:08 AM	Leasing parking spots from the building g owner near Granda and a-1-a for beach access to Granada approach
114661061001	Aug 07 2024 02:24 AM	Expanded use and growth of what should otherwise be a very walkable downtown
114660979273	Aug 06 2024 10:55 PM	Lower property tax
114660966685	Aug 06 2024 10:26 PM	Improve transportation from school to sports programs that aren't offered on campus. You'll attract so many young families who are dual working parents which is common with today's economy.
114660919281	Aug 06 2024 08:45 PM	More parking for shops along Granada
114660880782	Aug 06 2024 07:27 PM	Farm market needs more vendors
114660864064	Aug 06 2024 06:54 PM	Paved bike routes throughout the mainland
114660786151	Aug 06 2024 06:54 PM	More natural areas and less building.
114660785104	Aug 06 2024 04:52 PM	Remove dogs
114660764770	Aug 06 2024 04:50 PM	More trails for walking dogs
114660759645	Aug 06 2024 04:26 PM	Getting on owners about run down or vacant properties
114660696241	Aug 06 2024 04:20 PM	Open to public paddle ball/tennis courts.
114660685176	Aug 06 2024 03:09 PM	More Parks - less condos
114660684138	Aug 06 2024 02:57 PM	Continue to fight proposed fuel farm and have developers reinvest in our community to maintain quality of life.
114660663180	Aug 06 2024 02:56 PM	Designation of some roadways, especially in neighborhoods with very limited access to major roadways, as 'Golf Cart' roadways.
114660591292	Aug 06 2024 02:29 PM	Bike lanes and wide shoulders elsewhere to improve transportation options. Not only for the environment, but for a more active lifestyle, and accessible for those who don't drive.
114660565162	Aug 06 2024 01:05 PM	Less development
	Aug 06 2024 12:34 PM	Need more stores, shopping facilities on Nova. Not dollar tree, family dollar type stores. Nova rd looks like a poor area, needs cleaning up.

114660555099	Aug 06 2024 12:22 PM	An additional department store. We currently must travel to a neighboring city.
114660548241	Aug 06 2024 12:14 PM	Less clear cutting and over-development.
114660542884	Aug 06 2024 12:08 PM	Neighborhood roads in historic ormond are dismal and need repaving. Sidewalks should be installed. Finish the city sewer to populated areas still on septic.
114660539317	Aug 06 2024 12:04 PM	Safe bicycle lanes to and from the beach and Central Park.
114660512359	Aug 06 2024 11:33 AM	Expanded sewer system
114660503935	Aug 06 2024 11:24 AM	Add walking and running trails
114660497660	Aug 06 2024 11:16 AM	Like a Fun Spot for the kids. Keeps them busy and safe.
114660496826	Aug 06 2024 11:15 AM	Safer roads and sidewalks. Slower speeds on roads. Beautify the neighborhoods around Central Park. Right now, those neighborhoods and houses around the park a major deterrent to visiting the park.
114660492419	Aug 06 2024 11:10 AM	Fix traffic in the downtown granada area
114660490029	Aug 06 2024 11:08 AM	Build additional boat ramps
114660489603	Aug 06 2024 11:07 AM	Less development, less heavy industrial.
114660482090	Aug 06 2024 10:59 AM	Improved roadways to alleviate back up on Granada, especially Nova Road to Tymbercreek Road.
114660465442	Aug 06 2024 10:39 AM	Get insurance under control.
114660452468	Aug 06 2024 10:24 AM	Quit tearing trees down
114660450767	Aug 06 2024 10:22 AM	Less traffic.
114660444357	Aug 06 2024 10:15 AM	More walking trails.
114660443069	Aug 06 2024 10:13 AM	Storm water improvements that protect and improve water quality into the future
114660403902	Aug 06 2024 09:26 AM	Less growth

	A	B	C
1	City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024		
2	What is something you currently enjoy about Ormond Beach?		
3	Answered	181	
4	Skipped	15	
5			
6			
7	Respondent ID	Response Date	Responses
8	114692044833	Sep 18 2024 02:36 PM	Access to Beach and River, variety of restaurants, amenities available.
9	114691156008	Sep 17 2024 04:45 PM	It's a fantastic setting with water throughout.
10	114684819763	Sep 09 2024 08:25 PM	Feeling of community.
11	114684784685	Sep 09 2024 07:21 PM	The open land that is still here, although it is dwindling. I love the trails, the beach and the restaurants.
12	114684358420	Sep 09 2024 10:53 AM	Small town feel
13	114684290117	Sep 09 2024 09:40 AM	The downtown restaurants in the Rose Villa vicinity where you can park and walk from one to the other....very rare and very nice.
14	114683429922	Sep 07 2024 03:58 PM	That when you're on the top of the bridge, you see natural beauty, instead of lots of development.
15	114683429070	Sep 07 2024 03:55 PM	The ability to find parking to get to the beach
16	114683418154	Sep 07 2024 03:18 PM	Water
17	114680788831	Sep 04 2024 12:25 PM	overlooking the river
18	114680585408	Sep 04 2024 08:53 AM	Its quaint, safe, clean.
19	114680005115	Sep 03 2024 03:00 PM	The green space.
20	114678254396	Aug 31 2024 02:16 PM	Not much, 40 is a nightmare
21	114678165469	Aug 31 2024 10:39 AM	Small town vibe, but is growing to much,
22	114677355981	Aug 30 2024 07:33 AM	Smaller town feel
23	114677063608	Aug 29 2024 09:34 PM	The parks and public areas. The beach access. Romano Park
24	114677000430	Aug 29 2024 07:43 PM	It has a small-town feel but still has everything you need.
25	114676819599	Aug 29 2024 03:59 PM	living in an upscale area
26	114676418248	Aug 29 2024 09:48 AM	Beaches, no high rises, peaceful, friendly.
27	114674970353	Aug 27 2024 03:42 PM	It's a Republican run city and isn't screwed up with stupid Democrat and socialist policies and programs that cost a ton of money and never work.
28	114674966047	Aug 27 2024 03:37 PM	The employees at City Hall. (You can now guess who this is)
29	114674798008	Aug 27 2024 12:26 PM	The people, the 4 corner parks and fit loop, the history, our city officials and commissioners!
30	114674746857	Aug 27 2024 11:30 AM	Somewhat of a small town feel.
31	1146747110537	Aug 27 2024 10:53 AM	The mainstreet area, the bridge/Cassen Park, Granada from Cassen to the main beach access.
32	114674706645	Aug 27 2024 10:49 AM	quality of life
33	114674694926	Aug 27 2024 10:36 AM	Beautiful sceneries
34	114674680256	Aug 27 2024 10:22 AM	Parks- beautiful & plentiful
35	114674676558	Aug 27 2024 10:18 AM	Small town feel within a beautiful setting.
36	114674677002	Aug 27 2024 10:18 AM	F
37	114674670410	Aug 27 2024 10:11 AM	Friendly people. Weather is good.
38	114674668505	Aug 27 2024 10:09 AM	Quality of government, it all stops & starts with City Hall
39	114674664547	Aug 27 2024 10:04 AM	Walking all the parks and walking the beach.
40	114674663398	Aug 27 2024 10:03 AM	Beach, good neighbors, wonderful library.
41	114674273941	Aug 26 2024 08:47 PM	Grenada Street is a great downtown area that should be used as a model for commercial development, in contrast to large strip malls and parking lots.
42	114674060444	Aug 26 2024 03:02 PM	Our beachfront & waterways
43	114674058488	Aug 26 2024 03:00 PM	Uncrowded well-maintained free beaches
44	114673984829	Aug 26 2024 01:33 PM	Art Festival
45	114673979337	Aug 26 2024 01:27 PM	The beach

	A	B	C
46	114673902708	Aug 26 2024 11:59 AM	Somehow, stills feels like a small town but all the expansion west at I-95 corridor make me nervous. The inner core of Ormond is dying out and the city is moving west and not reinvesting in the heart of the Ormond Beach.
47	114673880068	Aug 26 2024 11:35 AM	The small town feeling that we are losing. Stop the crazy cheap building.
48	114673817030	Aug 26 2024 10:30 AM	All the trees on the loop, Granada and through out the area
49	114673478848	Aug 25 2024 09:30 PM	The Magic Forest
50	114673402419	Aug 25 2024 05:04 PM	Appreciate the well manicured landscaping, and needs to be extended gradually throughout the city
51	114673226667	Aug 25 2024 06:47 AM	the beauty and the loop
52	114673100465	Aug 24 2024 08:04 PM	It was beautiful quiet small town atmosphere.
53	114672740643	Aug 23 2024 11:09 PM	Everything! It is beautiful and clean, with a wonderful downtown, great shopping and restaurants, parks, the arts, nightlife, outdoor activities, rich history, leisure and recreation facilities. But the best part is the PEOPLE!
54	114672549851	Aug 23 2024 04:01 PM	The way that the City keeps the landscaping so beautiful.
55	114672380159	Aug 23 2024 11:53 AM	Access to beaches, new Riverbend MTN bike park, central park trails and Environmental Center
56	114672317455	Aug 23 2024 10:33 AM	Natural amenities such as beach, river and nature parks that have not been seriously affected by poor growth management.
57	114671883660	Aug 22 2024 06:25 PM	Mostly everything.
58	114671706092	Aug 22 2024 01:52 PM	The parks and beaches
59	114671419604	Aug 22 2024 07:28 AM	Beach
60	114671220483	Aug 21 2024 11:12 PM	Festivals at the Casements.
61	114671162814	Aug 21 2024 08:57 PM	small community feeling
62	114671161549	Aug 21 2024 08:54 PM	Driving the loop
63	114671031940	Aug 21 2024 04:45 PM	a sense of community
64	114670765308	Aug 21 2024 11:11 AM	the local restaurants and cleanliness
65	114670698971	Aug 21 2024 09:51 AM	The fact that I can get to shopping, doctors, leisure within 15 minutes of my home
66	114670649490	Aug 21 2024 08:44 AM	local feel
67	114670192748	Aug 20 2024 05:10 PM	I love the Granada area of our city, from the park and the local events organized by Ormond Mainstreet to the great restaurants.
68	114669990173	Aug 20 2024 01:05 PM	the Parks
69	114669277114	Aug 19 2024 02:55 PM	Beaches, parks, restaurants-all fabulous!! We love living here. Is it possible to do to our beaches what they are doing to Flagler Beach beaches? It looks amazing in Flagler Beach!
			Previously, it's small town feeling.
			Now with all the housing development and imported from California Palm Tree Islands (instead of indigenous FL Palms) on Granada causing tremendous traffic, it's lost it's Tree City small town feeling.
70	114669269523	Aug 19 2024 02:44 PM	Still calmer than Daytona and Palm Coast.
71	114668615233	Aug 18 2024 01:10 PM	Casement, Cassin Park area, library/city hall with all the oak trees, the pretty palm trees along downtown corridor, any area with pretty shady oak, and the park docks looking at the river and of course the ocean which I never go to but I do love it.
72	114668546999	Aug 18 2024 09:26 AM	Low crime
73	114668198516	Aug 17 2024 10:03 AM	Driving on the beach and the beach
74	114668175530	Aug 17 2024 08:58 AM	The sense of community. We love being able to walk up Granada and visit the different shops and restaurants.
75	114668139144	Aug 17 2024 07:00 AM	Beach and parks, variety of shopping and restaurants, but don't need more. Improve present areas instead of building more
76	114668060353	Aug 17 2024 01:46 AM	The beaches
77	114667895547	Aug 16 2024 05:31 PM	Very friendly people. I've lived here for many years and enjoy the variety of people, places and events.
78	114667826196	Aug 16 2024 03:35 PM	The Beach
79	114667749888	Aug 16 2024 01:39 PM	Not as much as 10 years ago
80	114667618395	Aug 16 2024 10:37 AM	We lost the small town image
81	114667341013	Aug 16 2024 12:49 AM	Beach area now is looking great
82	114667231607	Aug 15 2024 07:56 PM	Everything I really need is here except a Trader Joes
83	114667157856	Aug 15 2024 05:28 PM	Aesthetics
			recreation
84	114667145463	Aug 15 2024 05:07 PM	The library and bridge parks.

	A	B	C
85	114667062207	Aug 15 2024 03:10 PM	The beach town vibe, the small size, the green space and trees and our beautiful beach.
86	114667059913	Aug 15 2024 03:08 PM	The pace of life
87	114667038102	Aug 15 2024 02:41 PM	I like the downtown because it's well preserved and the historic architecture is very pretty.
88	114666951199	Aug 15 2024 12:53 PM	You're away from the touristy districts yet close enough to take part in everything happening in Volusia County.
89	114666937262	Aug 15 2024 12:36 PM	Library
90	114666857887	Aug 15 2024 11:00 AM	Nice community, availability of services
91	114666844491	Aug 15 2024 10:43 AM	The fact that many people here seem to want to retain the small town feeling. The fact that the area of the town is smaller also, so we don't feel like we have to drive 30 minutes to get into town.
92	114666835265	Aug 15 2024 10:32 AM	Kayaking Central Park.
93	114666828954	Aug 15 2024 10:24 AM	The Atlantic Ocean
94	114666810987	Aug 15 2024 10:02 AM	I love everything about Ormond. Small beach community, quaint down town, nice events at the Casements, fireworks over the Granada bridge.
95	114666790823	Aug 15 2024 09:33 AM	The quietness of it
96	114666783868	Aug 15 2024 09:22 AM	The beach and small town feel.
97	114666778725	Aug 15 2024 09:14 AM	Slower pace than nearby Daytona. More green space. Proximity and easy access to the beach.
98	114666772970	Aug 15 2024 09:05 AM	Love the location, weather, people.
99	114666771043	Aug 15 2024 09:02 AM	The small city feel of the area.
100	114666757938	Aug 15 2024 08:39 AM	The improved gardens and building at Granada and Halifax
101	114666755921	Aug 15 2024 08:35 AM	Proximity to everything I need
102	114666751186	Aug 15 2024 08:27 AM	Demographic makeup of the community
103	114666747414	Aug 15 2024 08:19 AM	Not much anymore due to total destruction of green space.
104	114666740302	Aug 15 2024 08:06 AM	Small town feel
105	114666731152	Aug 15 2024 07:47 AM	Central Park,
106	114666725633	Aug 15 2024 07:35 AM	the sense of community with other longtime residents. Also the downtown, which is a mixed feeling of old town, hundred year old Ormond with the modern amenities and restaurant options.
107	114666720961	Aug 15 2024 07:25 AM	The beach
108	114666720810	Aug 15 2024 07:25 AM	Hospital doctors medical stuff all right here but could us more. Seems like they are all moving to port orange
109	114666716833	Aug 15 2024 07:17 AM	Quiet
110	114666710998	Aug 15 2024 07:04 AM	Quiet/calm
111	114666697578	Aug 15 2024 06:33 AM	I love all the natural areas.
112	114666694775	Aug 15 2024 06:26 AM	The city park and facilities employees there always so nice when you see them out in the community working.
113	114666694522	Aug 15 2024 06:26 AM	Safety
114	114666464798	Aug 14 2024 08:02 PM	The natural beauty.
115	114666362934	Aug 14 2024 04:48 PM	It still has a small town "vibe". If you go somewhere you're more than likely to run into someone you know.
116	114666349225	Aug 14 2024 04:28 PM	I enjoyed the small town feel, up until about 5 years ago...I don't like sitting, waiting to make left hand turn (no light) for 128 cars going by both sides(yes I count them each time). center where Space coast cred., and Subway are. I can't put a finger on anything right now...since it is not the small town it was.
117	114666117192	Aug 14 2024 11:38 AM	The downtown area
118	114665329861	Aug 13 2024 01:11 PM	The small town feel, yet there's a decent amount of things to do. Clean beaches, nice parks.
119	114665286072	Aug 13 2024 12:15 PM	Our library and downtown vibe.
120	114665110565	Aug 13 2024 08:24 AM	Lower levels of tourists than other beach communities
121	114664817062	Aug 12 2024 09:06 PM	I walk the park daily, as do many residents with homes in the area.
122	114664604293	Aug 12 2024 03:14 PM	I love the community events at the casements and seasonal festivals. The parks are also very well kept.
123	114664436526	Aug 12 2024 11:44 AM	Everything. I love the town feel. Ppl are mostly friendly. Easy access to other places. It's a pretty town, well kept (except for directional street arrows). Still has that quiet feel and few slum areas.
124	114663461010	Aug 10 2024 07:47 AM	Hometown feeling. It is mine.
125	114663107390	Aug 09 2024 02:44 PM	The quality of life in general. The River.
126	114663094365	Aug 09 2024 02:23 PM	Clean streets low crime

	A	B	C
127	114663012183	Aug 09 2024 12:16 PM	Laid back lifestyle small town vibe and sense of community
128	114662811289	Aug 09 2024 07:00 AM	Small town feel.... If we can keep it.
129	114662808933	Aug 09 2024 06:55 AM	Being on east side of 95 with everything close
130	114662582347	Aug 08 2024 08:41 PM	The beach!
131	114662346395	Aug 08 2024 02:03 PM	Small town feel with lots of vibrant businesses
132	114662219137	Aug 08 2024 11:28 AM	Small town where things are simply better here.
133	114662147464	Aug 08 2024 10:01 AM	Location
134	114662087204	Aug 08 2024 08:44 AM	Downtown
135	114661990725	Aug 08 2024 05:32 AM	It's beautiful with a wonderful community and great place to raise kids
136	114661810666	Aug 07 2024 10:18 PM	Not too commercialized as of yet. Please keep it this way. Deter national chains. Encourage local businesses.
137	114661789054	Aug 07 2024 09:32 PM	The Beach and the Scenic Loop and the parks
138	114661668445	Aug 07 2024 05:37 PM	Beach proximity
139	114661642825	Aug 07 2024 04:59 PM	The climate and locations of all the stores that I use
140	114661622289	Aug 07 2024 04:33 PM	My neighborhood except for the Persis'
141	114661546872	Aug 07 2024 02:55 PM	Our sports and recreation areas
142	114661463161	Aug 07 2024 01:08 PM	Downtown area
143	114661432126	Aug 07 2024 12:28 PM	The beach and the parks
144	114661405401	Aug 07 2024 11:58 AM	The beach...although I worry that it is shrinking
145	114661400920	Aug 07 2024 11:53 AM	Beach; Small-town feel; weather; downtown improvements
146	114661356794	Aug 07 2024 11:02 AM	Beach
147	114661348995	Aug 07 2024 10:53 AM	Accessibility to riverfront.
148	114661329132	Aug 07 2024 10:29 AM	Downtown area.
149	114661230607	Aug 07 2024 08:15 AM	low density, high quality environment, slower pace of life
150	114661224319	Aug 07 2024 08:04 AM	Not much, used to be a great small town. Not any more.
151	114661215165	Aug 07 2024 07:48 AM	Easy access to beach, restaurants, shopping and Interstate travel
152	114661165417	Aug 07 2024 06:08 AM	The 4 bridge parks
153	114661061001	Aug 07 2024 02:24 AM	It's parks
154	114660979273	Aug 06 2024 10:55 PM	Not over built yet. Almost has the same small town charm it had 7 years ago but that is slowly going away.
155	114660966685	Aug 06 2024 10:26 PM	The Loop and other beautiful things like that which encourage being outdoorsy.
156	114660919281	Aug 06 2024 08:45 PM	Beaches, restaurants, activities at Fortunada, festivals
157	114660880782	Aug 06 2024 07:27 PM	Small town feel, family oriented, traffic is manageable
158	114660864064	Aug 06 2024 06:54 PM	Small town charm
159	114660786151	Aug 06 2024 04:52 PM	Reduced crowds
160	114660785104	Aug 06 2024 04:50 PM	Central Park trails and lakes. Walkover to the beach on A1A and Granada Blvd. Off beach parking.
161	114660764770	Aug 06 2024 04:26 PM	Love its smaller town feel
162	114660759645	Aug 06 2024 04:20 PM	The bridge and four corners parks are great for walking/running
163	114660696241	Aug 06 2024 03:09 PM	I used to enjoy the small town feel
164	114660685176	Aug 06 2024 02:57 PM	I live in unincorporated Ormond and our garbage/lawn pick up service is excellent- especially after storms.
165	114660684138	Aug 06 2024 02:56 PM	Downtown (west Granada, specifically).
166	114660663180	Aug 06 2024 02:29 PM	Low crime, FREE PUBLIC BEACH ACCESS.
167	114660591292	Aug 06 2024 01:05 PM	Beach
168	114660565162	Aug 06 2024 12:34 PM	The beach
169	114660555099	Aug 06 2024 12:22 PM	The family atmosphere
170	114660548241	Aug 06 2024 12:14 PM	Recreation facilities
171	114660542884	Aug 06 2024 12:08 PM	Public safety is good. Beaches are good except the dog beach. I am a dog lover, they do not belong on the beach.

	A	B	C
172	114660539317	Aug 06 2024 12:04 PM	Safer than Daytona or Holly Hill, but with all the new apartments being built up against Ormond Beach I hope Ormond continues to be a safe place to live.
173	114660512359	Aug 06 2024 11:33 AM	The parks! They are beautifully maintained & a joy to be in.
174	114660503935	Aug 06 2024 11:24 AM	Quiet, older neighborhoods. I enjoy the large trees that line the streets and provide added character and shade.
175	114660501792	Aug 06 2024 11:21 AM	All the outdoor options, beach, parks, trails, etc
176	114660497660	Aug 06 2024 11:16 AM	Driving on A1A.
177	114660496826	Aug 06 2024 11:15 AM	The restaurants, the beaches that do not allow cars on them.
178	114660492419	Aug 06 2024 11:10 AM	Not a low income community.
179	114660490029	Aug 06 2024 11:08 AM	The beach
180	114660489603	Aug 06 2024 11:07 AM	Being close to the beach
181	114660482090	Aug 06 2024 10:59 AM	It's natural beauty!
182	114660465442	Aug 06 2024 10:39 AM	The people.
183	114660452468	Aug 06 2024 10:24 AM	Mario's, OB sports Bar, Alexander's,
184	114660450767	Aug 06 2024 10:22 AM	The involvement of the community in the betterment of Ormond
185	114660444357	Aug 06 2024 10:15 AM	Beach, Granada
186	114660443069	Aug 06 2024 10:13 AM	Natural spaces, quality housing, good schools, low crime/safe environment, and many varied amenities
187	114660403902	Aug 06 2024 09:26 AM	small town feel
188	114659871859	Aug 05 2024 03:46 PM	Andy Romano Park

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024		
What are the top two priorities that you believe Ormond Beach should focus on over the next 20 years?		
Answered	187	
Skipped	9	
Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	aging infrastructure and Sustainability/Resiliency
		East west travel ways
114691156008	Sep 17 2024 04:45 PM	Redevelopment of downtown areas to move and relocate low end trailer park and affordable housing units
		1. Hurricane preparedness.
114684819763	Sep 09 2024 08:25 PM	2. Leveraging uniqueness of waterfront while balancing development/congestion.
114684784685	Sep 09 2024 07:21 PM	Saving any green space we have left and protecting our infrastructure.
		Traffic
114684358420	Sep 09 2024 10:53 AM	Over development of residential housing
114684290117	Sep 09 2024 09:40 AM	1). START ENFORCING THE SPEED LIMITS. 2) Improve the Downtown restaurant area with aesthetic upgrades and METICULOUS MAINTENANCE. It needs to match the charm of the restaurants/buildings that have been installed there. We need more landscaping (pots/planters), benches, awnings, fountains, anything that makes it more enjoyable to drive by or walk in.
114683429922	Sep 07 2024 03:58 PM	1. The ability to travel through the community easily, Which would include a moratorium on building in the short term.
		2. Sidewalks
114683429070	Sep 07 2024 03:55 PM	Roadways (other than just Granada) to keep traffic moving while still being safe
114683418154	Sep 07 2024 03:18 PM	Landscape and nice businesses - not WaWa, IHOP and fast food burger joints.
		infrastructure to support all the apartment people and minimal zoning changes from the master plan
114680788831	Sep 04 2024 12:25 PM	Managing/limiting housing growth.
114680585408	Sep 04 2024 08:53 AM	Roads
114680215191	Sep 03 2024 08:15 PM	STOP BUILDING!! Manage the growth that's already exploded.
114680005115	Sep 03 2024 03:00 PM	Have all traffic on the loop use us1 only for in and out. Far too much traffic on n beach st.
114678254396	Aug 31 2024 02:16 PM	Keep us small and friendly town.
114678165469	Aug 31 2024 10:39 AM	Bike lanes and Granada Avenue
114677355981	Aug 30 2024 07:33 AM	Quality growth the preserves natural areas.
114677063608	Aug 29 2024 09:34 PM	Do not make the same mistake as cities like Palm Coast and allow rampant overdevelopment. Maintain the small town feel.
114677000430	Aug 29 2024 07:43 PM	Halting run-away development, butchering of trees, unsightly development
114676819599	Aug 29 2024 03:59 PM	Keep it charming, cottage, no high rises. Dev. Existing buildings such as Fountain Square
114676418248	Aug 29 2024 09:48 AM	Flooding caused by overdevelopment. Keeping Democrat and left leaning socialistic ideas out of government. They don't work and Agenda 2030 and its long list of meaningless buzzwords is a future disaster in the making that will ultimately result in higher taxes and a worse standard of living for the residents of Ormond Beach.
114674970353	Aug 27 2024 03:42 PM	Concentrate on redevelopment for future modeling, urban sprawl is too widespread and ob is now saturated.
114674966047	Aug 27 2024 03:37 PM	Activating the riverfront and moving the city offices ...see question #5 and making the city bicycle friendly...connecting to the river to sea trail!
114674798008	Aug 27 2024 12:26 PM	Slow down the growth and clean up the Halifax river.
114674746857	Aug 27 2024 11:30 AM	1.) Infrastructure: widen A1A & John Anderson Drive wherever possible to allow for passing from Granada towards Flagler Beach. Properly pave the loop & add a bike lane. Annex OBTS, beautify A1A towards OBTS, & convert from septic to sewer & city water. In other words, make sure that we don't have algae blooms like the west coast of Florida due to sewer/septic failures. Reinforce weak dunes to preclude future road failures on A1A.
		2.) Beautification:
114674710537	Aug 27 2024 10:53 AM	

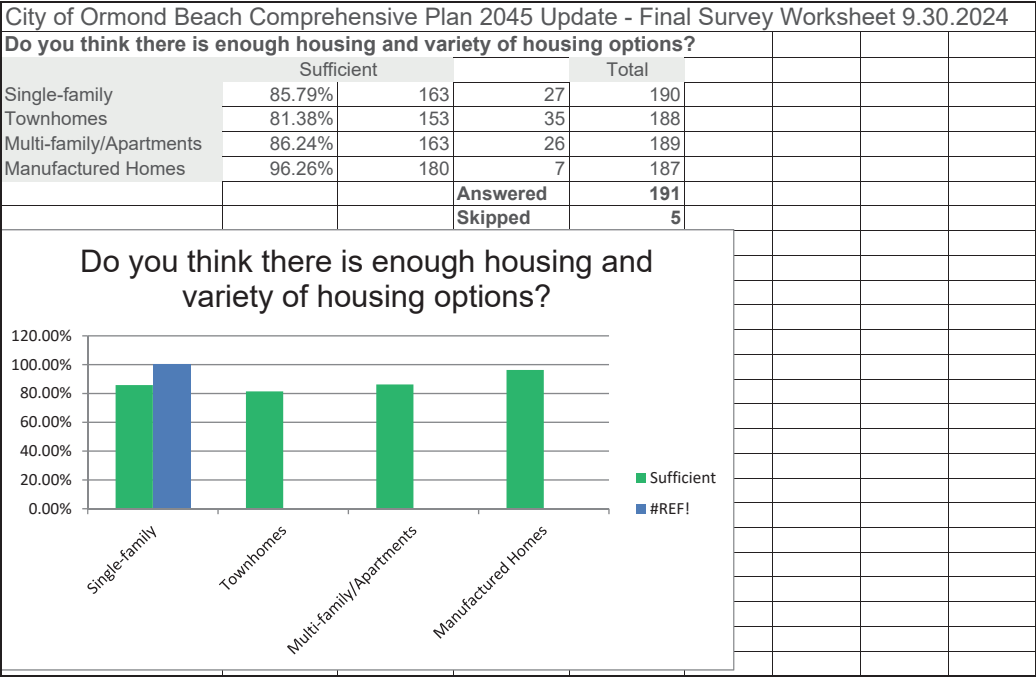
114674706645	Aug 27 2024 10:49 AM	additional bridges and more downtown parking
114674703589	Aug 27 2024 10:45 AM	reduce growth, growth resist
114674680256	Aug 27 2024 10:22 AM	Public Gold Course
114674677002	Aug 27 2024 10:18 AM	Traffic problems and flooding
114674676558	Aug 27 2024 10:18 AM	Quality schools.
114674670410	Aug 27 2024 10:11 AM	Traffic.
114674668505	Aug 27 2024 10:09 AM	Traffic - Roads added and controlled at times when traffic is heaviest.
114674664547	Aug 27 2024 10:04 AM	more round-abouts
114674663398	Aug 27 2024 10:03 AM	Restoration of older buildings and saving the history.
114674273941	Aug 26 2024 08:47 PM	1. Relieve traffic jams.
114674060444	Aug 26 2024 03:02 PM	2. Save the loop.
114674058488	Aug 26 2024 03:00 PM	Expanding the city with planning that prioritizes pedestrians and mixed-use zoning; and investing in infrastructure that responds and prepares for climate change-induced severe weather.
114674041489	Aug 26 2024 02:39 PM	A marina. Additional waterfront restaurant options. Some sort of publicly available meeting/convention space. This is severely lacking in our area.
114673984829	Aug 26 2024 01:33 PM	Increase availability of dog-friendly ocean beaches
114673979337	Aug 26 2024 01:27 PM	Managing housing construction to be at a reasonable rate and prohibiting builders from cutting down old trees when building.
114673902708	Aug 26 2024 11:59 AM	Downtown Ormond and city's church property on/near the river lease the property to a restaurant like Captain Jacks.
114673880068	Aug 26 2024 11:35 AM	Traffic and over development
114673817030	Aug 26 2024 10:30 AM	Reinvesting in historical neighborhoods to revitalize. Limit growth expansion westward and in the Loop area.
114673478848	Aug 25 2024 09:30 PM	Ensure proper zoning so we don't have high industrial building near homes or recreational facilities or schools etc,
114673402419	Aug 25 2024 05:04 PM	A comprehensive growth plan that includes preserving the land to ensure that nature and man exist and we fo t end up looking like the cities in south Florida.
114673226667	Aug 25 2024 06:47 AM	Pay the police officers higher salary and keep out the homeless. Keep crime low
114673100465	Aug 24 2024 08:04 PM	Building bicycle lane network. Infill development.
114672740643	Aug 23 2024 11:09 PM	Find ways to get people to be more mobile around the historic area or the beach side and parks
114672549851	Aug 23 2024 04:01 PM	protecting the area from over development
114672380159	Aug 23 2024 11:53 AM	not allowing short term rentals in residential areas
114672317455	Aug 23 2024 10:33 AM	Keeping a historic feeling and not over crowded with apartments like they are building on every open green land
114672273188	Aug 23 2024 09:37 AM	1. Hospital capacity - our hospitals are already so overburdened even with the addition of additional beds. Looking towards 2045, we will have many more residents moving into Ormond Beach and the surrounding areas, including the upcoming Avalon and Ormond Crossings.
114671883660	Aug 22 2024 06:25 PM	2. Extend centralized wastewater (sewer) service to Ormond by the Sea. OBTS septic tanks discharge large amounts of nitrogen and other pollutants into groundwater that eventually flows into the Halifax River that flows through our gorgeous city. The state considers the Halifax River impaired. Let's get these folks on our sewer!
114671706092	Aug 22 2024 01:52 PM	Water Taxi along the Halifax River running to Daytona Beach, and a Restaurant along the Halifax River.
114671419604	Aug 22 2024 07:28 AM	Halt development,
114671220483	Aug 21 2024 11:12 PM	Growth control
114671162814	Aug 21 2024 08:57 PM	Repair, replacement of deteriorating roads and sidewalks.
		Safety for walkers and bikers and housing.
		Saving land and trees
		No more subdivisions...we arw full
		traffic on granada, preservation
		Utilities and storm water infrastructure, maintenance of roadways
		1) Go car-free, keeping the streets small. This will deter any further overpopulation. Going car free will put Ormond on the map as a progressive, forward thinking city that is refocused on its natural beauty and charm and masters of self-driving public transport.
		2) Buy back affordable housing apartments and convert them into hotels. We welcome tourists, but no more renters. We are out of room. Let the populations grow in Daytona and further south.
		1) traffic control on Granada from I 95 to A1A
		2) Stop allowing land to be cleared for new commercial structures

114671161549	Aug 21 2024 08:54 PM	Mitigate development and protect wetlands
114671031940	Aug 21 2024 04:45 PM	less housing developments and Storm water improvements
114670765308	Aug 21 2024 11:11 AM	transportation expansion - too much traffic currently
114670698971	Aug 21 2024 09:51 AM	Preservation of our green spaces; water and air quality
114670649490	Aug 21 2024 08:44 AM	No fuel farm. traffic control
114670192748	Aug 20 2024 05:10 PM	One of the top priorities for Ormond Beach over the next 20 years should be preserving the land we have left. The area along Highway 40 is quickly being developed, and if we're not careful, we risk losing the so of what makes our community special
114669990173	Aug 20 2024 01:05 PM	adding a community& Event Center painting and lighting our bridge so it reflective of Ormond Beach.
114669277114	Aug 19 2024 02:55 PM	1. Budget-Access to every dollar available to the city from the state & federal government for any/all purposes & identify any programs/projects that private citizens would be willing to fund or help fund to keep Ormond Beach healthy, beautiful & prosperous (an appealing vacation destination). 2. Traffic/infrastructure
114669269523	Aug 19 2024 02:44 PM	Utility infrastructure to match the development. Expansion of Police Department with emphasis on community involvement like the good old days of PAL programs.
114668687484	Aug 18 2024 05:35 PM	Slow down apartment building.
114668641041	Aug 18 2024 02:43 PM	Increase medical care.
114668615233	Aug 18 2024 01:10 PM	Making the environment top priority and stop over-development and clear-cutting of old growth trees and natural plant life
114668546999	Aug 18 2024 09:26 AM	1) preservation of large shady trees 2) when comes to progress and growth keep it low density, SMART (preservation of trees) and be tenacious with the flooding as a top priority. The little guy is getting flooded from all the building/excavation. Ex the leveling/clearing of acres of trees west of the WAWA for years now.
114668198516	Aug 17 2024 10:03 AM	Preserving freedom, keeping taxes low.
114668175530	Aug 17 2024 08:58 AM	Approved plans with native plants and maintain trees and vegetation cooperatively with all property owners.
114668139144	Aug 17 2024 07:00 AM	Putting in a bridge and adding more bicycle trails and lanes
114668060353	Aug 17 2024 01:46 AM	Traffic and stop building !!
114667895547	Aug 16 2024 05:31 PM	Stopping overdevelopment and preserving more green spaces.
114667887645	Aug 16 2024 05:16 PM	Lower taxes. Reduce spending
114667826196	Aug 16 2024 03:35 PM	Stop the overdevelopment. We don't need an IHOP on Grenada. We need better quality of life, more shade and to save natural Florida. It's getting hotter, and weather more severe . We need shade, and more natural stormwater flood areas such as swamps and cypress hammocks. Stop building on the beaches, so we don't have to hear people complain about storm damage that inflates everyone's insurance. You shouldn't allow building in natural flood areas in the first place.
114667749888	Aug 16 2024 01:39 PM	Public Parking with Showers and Bathrooms
114667618395	Aug 16 2024 10:37 AM	Improve infrastructure, improve the lifestyle of the current population
114667341013	Aug 16 2024 12:49 AM	Hospitals and roadways
114667231607	Aug 15 2024 07:56 PM	Traffic management where all these apt complexes are going up at the OB DB lines. Everything feels more crowded and school drop off lines are worse... not much OBPD presence and its needed.
114667157856	Aug 15 2024 05:28 PM	Less development; improved infrastructure
114667145463	Aug 15 2024 05:07 PM	traffic and growth
114667062207	Aug 15 2024 03:10 PM	Better SAFER pedestrian routes.
114667059913	Aug 15 2024 03:08 PM	Storm water and flooding mitigation, and more sidewalks.
114667038102	Aug 15 2024 02:41 PM	Less new development
114666951199	Aug 15 2024 12:53 PM	Improving roads and infrstructure
114666937262	Aug 15 2024 12:36 PM	Reduce the constant building on Granada and have the business properties on AIA look less run down
114666857887	Aug 15 2024 11:00 AM	Road enlargements and paving and storm drainage
114666844491	Aug 15 2024 10:43 AM	Saving trees from development
		Limit development as we are overburdening the infrastructure;
		Controlling growth to a MANAGEABLE pace. Being sure the infrastructure to handle the growth is in place BEFORE the construction of homes begins. (I thought that was FL law?)

114666835265	Aug 15 2024 10:32 AM	Economic development of the airport and business park.
114666828954	Aug 15 2024 10:24 AM	Zoning ordinances that mitigate junky neighborhoods.
114666810987	Aug 15 2024 10:02 AM	Leave it alone reduce the size of city hall
114666790823	Aug 15 2024 09:33 AM	Homelessness/transient problem needs to be addressed.
114666783868	Aug 15 2024 09:22 AM	creating safe outdoor spaces that we can utilize with family in the shade
		Parks and road improvements.
		Preservation of green space.
114666778725	Aug 15 2024 09:14 AM	More and safer mixed use trails to encourage more residents to get out and walk, ride, and enjoy the outdoors.
114666772970	Aug 15 2024 09:05 AM	Overpopulation and no fuel farm
		Managing the growth so the city doesn't look and/or feel like an extension of Daytona.
114666771043	Aug 15 2024 09:02 AM	Maintaining the infrastructure ie putting in roundabouts rather than additional stop lights.
114666757938	Aug 15 2024 08:39 AM	Not growing into an over grown city without true green spaces.
114666755921	Aug 15 2024 08:35 AM	Traffic and affordable housing
		curbing over development
114666751186	Aug 15 2024 08:27 AM	improving transportation infrastructure
		Stop building.
114666747414	Aug 15 2024 08:19 AM	Infrastructure
114666740302	Aug 15 2024 08:06 AM	Keeping the charm and small town feel.
		Stopping so much development — what I used to enjoy about living here was that it wasn't so crowded and that the city seemed to care about that and preserving the woodlands and beauty of the area. Does seem like that is priority anymore.
114666736890	Aug 15 2024 07:59 AM	Traffic control, slow/smart growth
114666731152	Aug 15 2024 07:47 AM	Insisting growth pay for itself with the added demand placed on roads. More community events that are held on the west side of town.
114666725633	Aug 15 2024 07:35 AM	Stop building so much (trees and land are disappearing)
114666720961	Aug 15 2024 07:25 AM	Improve roads. If you build make sure the roads can handle the extra traffic. Very important!
114666720810	Aug 15 2024 07:25 AM	Attracting more business
114666716833	Aug 15 2024 07:17 AM	Roads and affordable housing
114666710998	Aug 15 2024 07:04 AM	Protecting all the current natural areas. Creating more natural areas instead of destroying them.
114666697578	Aug 15 2024 06:33 AM	Maintaining roads. Slow building especially in congested areas.
114666694522	Aug 15 2024 06:26 AM	Another bridge to beachside and traffic congestion
114666694775	Aug 15 2024 06:26 AM	Economic and population growth
114666464798	Aug 14 2024 08:02 PM	Bring in fun activities for people to do
114666362934	Aug 14 2024 04:48 PM	Slow growth.
114666349225	Aug 14 2024 04:28 PM	require reuse ,rebuild vacant/closed buildings within center of city,before giving ok of expanding out. Expand our water recharge area or set up rain retrieval containers.
114666117192	Aug 14 2024 11:38 AM	Expanding parks and walkability
114665329861	Aug 13 2024 01:11 PM	Limiting outward expansion focus more on redeveloping areas along US1
		Remove the little 'sets ins' that take up parking spots downtown.
		Re-do sidewalks on Granada.
114665286072	Aug 13 2024 12:15 PM	
114665110565	Aug 13 2024 08:24 AM	Increased safety for pedestrians and bicycle riders so the city is more walkable. Reducing the amount of cleared land for unneeded services, such as storage facilities
114664817062	Aug 12 2024 09:06 PM	Turning back time. We are loosing the small, hometown area due to rapid growth and excess traffic. Soon we will be s bad as Port Orange. Purchasing waterfront property for parks.
		Keeping beach driving and limiting the amount of big corporations to open businesses over small business owners. Ormond Beach for so many people has been a small town feel so it shouldn't turn into a Port Orange or Orlando metropolis.
114664604293	Aug 12 2024 03:14 PM	Roads and bringing more big box stores to the area. Offer them an incentive but don't raise taxes.
114664436526	Aug 12 2024 11:44 AM	Make some destinations away from Granada and the beach to avoid ruining the parts of the city we love most.
114663461010	Aug 10 2024 07:47 AM	
114663107390	Aug 09 2024 02:44 PM	Clean-up US 1.

114663094365	Aug 09 2024 02:23 PM	Reduce growth rate. More green space
114663012183	Aug 09 2024 12:16 PM	Zoning reviews and traffic
114662811289	Aug 09 2024 07:00 AM	Keep taking existing buildings and refurbish, and make improvements. This has been great these past few years. Trails, Ormond Town Square, Downtown Ormond look great.
114662808933	Aug 09 2024 06:55 AM	Maintaining OB as a beach town, not pushing for another Miami. Maintenance as opposed to unruly expansion.
114662582347	Aug 08 2024 08:41 PM	Move utilities underground and improve infrastructure
114662346395	Aug 08 2024 02:03 PM	Careful expansion....dont need any more cash washes or storage facilities. Carefully balance residential growth and maintaining the environment/natural resources
114662219137	Aug 08 2024 11:28 AM	Manage impacts of development without changing the character of the town.
114662147464	Aug 08 2024 10:01 AM	Storm/flooding - preservation of wetlands and overdevelopment
114662087204	Aug 08 2024 08:44 AM	1. attracting mixed use development in downtown/beachside.
114661990725	Aug 08 2024 05:32 AM	2. acquiring land or annexing unincorporated land to advance development/economic development.
114661810666	Aug 07 2024 10:18 PM	Dealing with growth while maintaining green spaces
114661789054	Aug 07 2024 09:32 PM	Local business. Better roads, traffic flow.
		Saving our open space and limit the developers from over building and ruining our Ormond
114661668445	Aug 07 2024 05:37 PM	No more septic tanks
114661642825	Aug 07 2024 04:59 PM	Dune replacement on coast
114661622289	Aug 07 2024 04:33 PM	'Curb the development of the area
114661463161	Aug 07 2024 01:08 PM	Infrastructure, taxes
114661432126	Aug 07 2024 12:28 PM	Ormond Beach should develop a bike network that allows individuals to utilize alternative forms of transportation.
114661405401	Aug 07 2024 11:58 AM	Roadway safety and attracting quality businesses to the area.
114661400920	Aug 07 2024 11:53 AM	Keeping it safe and enjoyable
114661356794	Aug 07 2024 11:02 AM	Sidewalk improvements/expansion; more public art
114661348995	Aug 07 2024 10:53 AM	Beach and Storm water improvement
114661329132	Aug 07 2024 10:29 AM	Be mindful of overbuilding and over development of businesses. Kepp the small town vibe; it is a great asset.
114661237761	Aug 07 2024 08:27 AM	Not overcrowding!
114661230607	Aug 07 2024 08:15 AM	Improve infrastructure. Controlling and planned development as to what is the environmental impact .
114661224319	Aug 07 2024 08:04 AM	maintaining the low density and maintaining neighborhood character
114661215165	Aug 07 2024 07:48 AM	Close the airport or at least try to pay off the 500,000 debt. Charge admission to the Casements park for the fireworks, close it like they do for paid events.
		Flooding and preservation of undeveloped land
114661165417	Aug 07 2024 06:08 AM	Stop growth / make ormond more of a beach town making Granda Main Street a more active area. Paint buildings coastal colors. Trolley service from Main Street Granda to over bridge making stops. Stop letting chain eating establishments build.
114661061001	Aug 07 2024 02:24 AM	Limiting cut thru traffic. A more walkable downtown.
114660979273	Aug 06 2024 10:55 PM	Roadway expansion and downtown revamp
114660966685	Aug 06 2024 10:26 PM	Updating utility infrastructure and increasing green spaces for families.
114660919281	Aug 06 2024 08:45 PM	Do not allow Belvedere. Keep homeless from loitering and littering. We have noticed trashier streets and parking lots since moving to OB in 2021. More celebrations for Senior population
114660864064	Aug 06 2024 06:54 PM	Halt industrial zoning and add cultural venues and parks.
114660827057	Aug 06 2024 05:52 PM	Stopping the fuel farm and storm drainage
114660786151	Aug 06 2024 04:52 PM	Tax reduction
		1. How to handle growth exceeding expectations.
		2. Crime
114660785104	Aug 06 2024 04:50 PM	
114660764770	Aug 06 2024 04:26 PM	Not removing all the green spaces. Less building
114660696241	Aug 06 2024 03:09 PM	Stop building everywhere! Focus on what we have and concentrate on the infrastructure we need now.
114660685176	Aug 06 2024 02:57 PM	Denying the fuel farm and attending to better traffic flow.
		Relocation of the police department.
114660684138	Aug 06 2024 02:56 PM	Infrastructure: storm water, roadways, moving overhead utility wires underground.

		Foot and bike trails all over town, linking neighborhoods to each other.
114660663180	Aug 06 2024 02:29 PM	MUNICIPAL GOLD COURSE.
114660591292	Aug 06 2024 01:05 PM	Stopping the fuel farm and smart development
114660565162	Aug 06 2024 12:34 PM	Affordable homes and cleaning up of Nova rd area.
114660555099	Aug 06 2024 12:22 PM	Infrastructure and smart development.
114660548241	Aug 06 2024 12:14 PM	Rezoning. Remove heavy industrial. Restore what's left of the loop.
114660542884	Aug 06 2024 12:08 PM	Seniors and infrastructure.
114660539317	Aug 06 2024 12:04 PM	Prevent flooding and only high quality growth (nice homestead owner homes and jobs that pay over \$70K per year)
114660512359	Aug 06 2024 11:33 AM	Beach improvements/conservation & preserving the Loop
		Reducing building or better planning for building- keep large industry out of Ormond. Improving drainage across the area.
114660503935	Aug 06 2024 11:24 AM	
114660501792	Aug 06 2024 11:21 AM	Sidewalk and street crossing safety with signs that blink ONLY when people are crossing. Or make it red lights instead of yellow.
		Infrastructure and sewer/septic issues and beach erosion and our roads are terrible. Must be re-done correctly and striped and reflective on roads too.
114660497660	Aug 06 2024 11:16 AM	Keeping the city as built out. Moratorium on new buildings until the roads and fire and infrastructure is in place BEFORE building.
114660496826	Aug 06 2024 11:15 AM	Improve schools, improve sidewalks and make safer roads, add shopping.
114660492419	Aug 06 2024 11:10 AM	Put seawall's all up and down the river
114660490029	Aug 06 2024 11:08 AM	Beach access and parking
		Getting rid of heavy industrial zoning in the city, Safer areas to walk, bike, relax. Including sidewalks, parks, etc.
114660489603	Aug 06 2024 11:07 AM	
114660482090	Aug 06 2024 10:59 AM	Alleviating traffic. Please don't ever remove the wide grassy, tree filled medians on Granada. That's A big part makes that corridor so beautiful!
114660465442	Aug 06 2024 10:39 AM	Insurance and roads, the potholes are everywhere.
114660452468	Aug 06 2024 10:24 AM	Quit building!
		Success of OBPAC Less traffic....
114660450767	Aug 06 2024 10:22 AM	
114660444357	Aug 06 2024 10:15 AM	Retaining the charm of Ormond Beach, traffic.
114660443069	Aug 06 2024 10:13 AM	Resiliency - storm water improvements that protect water quality and rising sea levels
		less growth road improvement
114660403902	Aug 06 2024 09:26 AM	
114659871859	Aug 05 2024 03:46 PM	Community Preservation and Environmental Conservation



City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

Please rank these from most important to least important.

	1		3		4		5		6		7		8	Total	Score		
Community Preservation	37.44%	73	45	13.33%	26	8.72%	17	8.72%	17	6.15%	12	1.03%	2	1.54%	3	195	6.42
Economic Development	9.74%	19	15	11.79%	23	14.36%	28	13.85%	27	16.41%	32	13.33%	26	12.82%	25	195	4.18
Transportation & Mobility	11.28%	22	25	14.36%	28	16.92%	33	22.05%	43	11.79%	23	8.72%	17	2.05%	4	195	4.94
Housing	0.51%	1	11	6.15%	12	7.18%	14	13.33%	26	20.00%	39	27.18%	53	20.00%	39	195	3.04
Parks & Recreation	4.10%	8	25	20.00%	39	13.33%	26	14.87%	29	12.31%	24	13.33%	26	9.23%	18	195	4.42
Land Use & Development	13.33%	26	20	14.87%	29	11.79%	23	7.69%	15	10.77%	21	11.28%	22	20.00%	39	195	4.32
Environmental Conservation	20.00%	39	39	14.36%	28	9.74%	19	6.67%	13	9.74%	19	10.77%	21	8.72%	17	195	5.21
Utilities	3.59%	7	15	5.13%	10	17.95%	35	12.82%	25	12.82%	25	14.36%	28	25.64%	50	195	3.47
																Answered	195
																Skipped	1

Please rank these from most important to least important.

Category	Score
Community Preservation	7
Economic Development	4
Transportation & Mobility	5
Housing	3
Parks & Recreation	4
Land Use & Development	4
Environmental Conservation	5
Utilities	3

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

In a few words, describe your vision for Ormond Beach

Answered	173	
Skipped	23	
Respondent ID	Response Date	Responses
114691156008	Sep 17 2024 04:45 PM	An upscale area differentiated from Daytona Beach and other areas.
114684819763	Sep 09 2024 08:25 PM	Develop uniqueness of residential community by enhancing waterfront area.
114684784685	Sep 09 2024 07:21 PM	Stop the over-building and keep it the way it is as much as we possibly can. Also, stop changing the roads, first they are wide, then they are narrow, then they are wide, (Well, you get the idea). It affects the nearby stores and restaurants when you mess with our roads and it never seems to solve whatever problem FDOT is trying to solve.
114684358420	Sep 09 2024 10:53 AM	Retain the present charm and personality. Don't overdevelop.
		Ormond Beach needs to be in a total preservation mode, looking out for the current resident and improving quality of life for those who live there. The Historic provenance of the City needs to be front and center, as does aesthetic improvements, maintenance of what is already there, enforcement of current laws / codes. The natural flow of visitors to the area is MORE than sufficient to bring new residents into the town. Visiting relatives, other tourists fall in love with the place and will move here. There is ZERO reason to be investing in promoting Tourism. We have a natural draw. We need to work on improving the quality/aesthetics of the main drag (Granada) from A1A to Young Street, and make the area more aesthetically pleasing to live up to the quality of our restaurants like Rose Villa and 31. They are jewels of the City. We 100% need to improve the aesthetics of the Granada Bridge. The Daytona Bridges put us to shame and that's wrong! Our bridge is a gorgeous shape but the dirty concrete with no decoration or color is awful. We need to work with local businesses to share parking during off hours to make the dinner time parking work for diners. Shared parking with churches for beach goers, etc, all make sense. We need to preserve our historic structures to the nth degree as the History of Ormond Beach is its true niche and speciality. It is what sets us apart from other beach towns. We need to embrace and brag on that history, and focus on our quality...the coming of new businesses and residents will take care of itself. People are drawn to quality.
114684290117	Sep 09 2024 09:40 AM	My vision of Ormond Beach is the community I grew up in, small enough to know your neighbors where one always felt safe.
114683429922	Sep 07 2024 03:58 PM	Living beachside, I love that we have easy access to the beach and that there aren't crowds to deal with unless you choose to drive on beach. Restaurants have greatly improved the desire to stay closer to home and spend our money here.
114683429070	Sep 07 2024 03:55 PM	Nicer, high end town - elevated landscape!
114683418154	Sep 07 2024 03:18 PM	a community like Boca Raton or Vero beach with strict zoning so the city eventually becomes a very attractive high quality, high priced, community
114680788831	Sep 04 2024 12:25 PM	Change is always inevitable, but please keep Ormond Beach the quaint, safe, clean, Beachtown, that it has always been. Be cognizant of overpopulation with housing.
114680585408	Sep 04 2024 08:53 AM	Try to keep it a small town.
114680005115	Sep 03 2024 03:00 PM	All that is done is build,build and build some more.ever think of running out of good water some day
		.
114678254396	Aug 31 2024 02:16 PM	Safe and Friendly place to live.
114678165469	Aug 31 2024 10:39 AM	Safe small town with economic development
114677355981	Aug 30 2024 07:33 AM	Keep the character of the city. Economic development is important but retaining Ormond's unique quality of life and neighborhood character will continue to increase property values.
114677063608	Aug 29 2024 09:34 PM	Limit development and preserve our quality of life.
114677000430	Aug 29 2024 07:43 PM	More user-friendly for walkers, bicycle riders, more pedestrian safety
114676819599	Aug 29 2024 03:59 PM	Better traffic flow Beachside Granada. Develop historical homes, buildings. No high rises.
114676418248	Aug 29 2024 09:48 AM	A city with few democrat representatives and citizens to screw things up. A city free of Agenda 2030 blow smoke up my skirt meaningless buzzwords meant to enact leftist socialistic ideas and a sustainable environment that somehow the city was able to thrive without for 100+ years.
114674970353	Aug 27 2024 03:42 PM	Just like any other central Florida city with a river running through it and an ocean on its doorstep.(Sorry)
114674966047	Aug 27 2024 03:37 PM	A city where visitors and locals enjoy all of the amenities...parks, biking, restaurants, entertainment etc.
114674798008	Aug 27 2024 12:26 PM	Like I remember it was in the 1960's and 1970's
114674746857	Aug 27 2024 11:30 AM	The most fun/vibrant, well planned, easily navigable, clean/safe & memorable beach community in Florida.
114674710537	Aug 27 2024 10:53 AM	a wonderful community for quality living
114674706645	Aug 27 2024 10:49 AM	preserve the small town
114674703589	Aug 27 2024 10:45 AM	Keep the beautiful trees
114674694926	Aug 27 2024 10:36 AM	A community in which residents really do help make decisions, not ignored by City Comms.
114674680256	Aug 27 2024 10:22 AM	Keep it attractive with green spaces
114674677002	Aug 27 2024 10:18 AM	I would like to see a welcoming community, but keeping in mind the impact of more + more people and cars.
114674676558	Aug 27 2024 10:18 AM	

114674670410	Aug 27 2024 10:11 AM	I find it is a pleasant place to live and a beautiful place.
114674668505	Aug 27 2024 10:09 AM	make sure 2044 has the same charm as 2024
114674664547	Aug 27 2024 10:04 AM	OLD FLORIDA CHARM - I AM A BORN AND RAISED Floridian. Keep Florida Florida!
114674273941	Aug 26 2024 08:47 PM	I want Ormond Beach to be a city where schools, shops, parks, and places to socialize are within a 15 minute walk from my house.
114674060444	Aug 26 2024 03:02 PM	A go to destination whether it be for a day, an extended vacation or a meeting/convention gathering.
114674058488	Aug 26 2024 03:00 PM	Increase and Maintain fishing access with more ramped access
114674041489	Aug 26 2024 02:39 PM	A small residential community that places emphasis on maintaining the natural environment.
114673984829	Aug 26 2024 01:33 PM	Less growth
114673979337	Aug 26 2024 01:27 PM	Remain the small town appeal.
114673902708	Aug 26 2024 11:59 AM	Celebrate & maintain our history as a small town.
114673880068	Aug 26 2024 11:35 AM	To remain a well planned community that integrates environment (nature), housing, and businesses, focusing on local businesses.
114673478848	Aug 25 2024 09:30 PM	Mixed-use zoning, walkability, medium density
114673402419	Aug 25 2024 05:04 PM	As you have done with your entryway on I 95 give people that same vibe that this is a clean community with consistent activities for people to enjoy
114673226667	Aug 25 2024 06:47 AM	keep the small-town feel. Do not over develop it, the water has to go somewhere.
114673100465	Aug 24 2024 08:04 PM	Less buildings and no more Apts. And no more storage facilities
114672740643	Aug 23 2024 11:09 PM	Ormond Beach has really grown up in the 40+ years I've lived here. I think we are on a great path. I see us continuing to maintain our quality of life and character if we make sure we are on top of the growth that is a constant. Somewhere along the lines of a Delray Beach - a prosperous, vibrant yet intimate, bustling Florida seaside town that is appealing to everyone - young people, families, visitors and retirees.
114672549851	Aug 23 2024 04:01 PM	My vision for Ormond Beach is a well maintained, and friendly City, who offers a lot of family-friendly activities.
114672380159	Aug 23 2024 11:53 AM	Invest in the community that is already here. Halt development. More protection for our environment. Glass recycling like Flagler Beach does. More bike lanes and education to share the road.
114672317455	Aug 23 2024 10:33 AM	Regulated expansion with focus on citizen quality of life.
114672273188	Aug 23 2024 09:37 AM	A great place to live and work where most people can live in a vibrant downtown or commercial area, walk to work, bike to see friends, feel safe doing so.
114671883660	Aug 22 2024 06:25 PM	Keep it a quiet, quaint beach town. Don't turn into Daytona
114671419604	Aug 22 2024 07:28 AM	To maintain as a beach town with opportunities to raise children and have a sufficient career, in an affordable environment.
114671220483	Aug 21 2024 11:12 PM	Ormond Beach should be the Overland Park of Florida, implementing a smart growth restructuring plan.
114671162814	Aug 21 2024 08:57 PM	keep the small town vibes
114671161549	Aug 21 2024 08:54 PM	Ormond, as I grew up knowing, has been ruined by developers and would be hard to overcome with the current developer friendly council members, but my vision would be that of a small city with a rural feel.
114671031940	Aug 21 2024 04:45 PM	small town feel. quaint
114670698971	Aug 21 2024 09:51 AM	Balanced development with environmental and green space preservation. Maintain quality of air and water.
114670649490	Aug 21 2024 08:44 AM	It was better 20 years ago.
114670192748	Aug 20 2024 05:10 PM	My vision for Ormond Beach is to preserve its small-town charm with thriving local restaurants and businesses while embracing thoughtful, balanced growth
114669990173	Aug 20 2024 01:05 PM	Ormond Beach is the Crown Jewel of Volusia county and should be a place a our young people want to come back to after college and start a life here.
114669277114	Aug 19 2024 02:55 PM	Clean, safe, family-friendly thriving on outdoor activities & community programs for all ages & abilities.
114669269523	Aug 19 2024 02:44 PM	Maintain the 7 story maximum for beachside high risers. Preserve The Loop which is being trodden upon. Growth with responsibility.
114668641041	Aug 18 2024 02:43 PM	The homes to be built west of 95 will help with housing. Don't widen Granada/SR 40 and turn Ormond Beach into Port Orange. END CLEAR-CUTTING!!!
114668615233	Aug 18 2024 01:10 PM	My "wanta be" vision for Ormond Beach is to look like the Trails and Halifax Plantation on as many areas as possible.
114668546999	Aug 18 2024 09:26 AM	Keep it a nice, conservative, clean, small town with low taxes.
114668198516	Aug 17 2024 10:03 AM	Lush native plants in all public properties and cooperate with all property owners through education and technical assistance
114668175530	Aug 17 2024 08:58 AM	I'd like to see it become a classy tourist location with upscale restaurants and shopping.
114668139144	Aug 17 2024 07:00 AM	Preserve undeveloped land, improve land already developed
114668060353	Aug 17 2024 01:46 AM	Less development. Preservation of the Loop, parks, and green spaces. Controlling over development in the beaches and beach erosion. Keeping the small town community. Controlling population growth.
114667895547	Aug 16 2024 05:31 PM	A beautifully maintained place to live without roads being overcrowded, no over-development that causes massive flooding, preservation of woods and open land.
114667887645	Aug 16 2024 05:16 PM	More options and better quality for the middle class. Stop raising taxes and have the big businesses/development coming in pay for the roads, hospitals, utility improvement. Stop giving them tax breaks.

114667826196	Aug 16 2024 03:35 PM	A place to go to the Beach with Family and Friends.
114667749888	Aug 16 2024 01:39 PM	Stop letting developers destroy our city
114667618395	Aug 16 2024 10:37 AM	Clean, beautiful, well kept without the congestion of growing too fast as the hospitals are at capacity and traffic is getting worse
114667231607	Aug 15 2024 07:56 PM	Improve infrastructure, less development, emergency services
114667157856	Aug 15 2024 05:28 PM	slow/low growth
114667145463	Aug 15 2024 05:07 PM	A great place to raise kids.
114667062207	Aug 15 2024 03:10 PM	Ormond Beach should continue to remain a small city with a small town. feel. we should not only protect our parks and green spaces, but we should expand them. we should make it easier to get around on bikes or on foot with the addition of bike trails and sidewalks. we should also do studies in heavily trafficked side roads to mitigate speeding through the neighborhoods which negatively affects the community feel and the quality of life.
114667059913	Aug 15 2024 03:08 PM	Keep it like it is now
114667038102	Aug 15 2024 02:41 PM	I'd like for Ormond Beach to maintain its unique style and not be over run with strip malls, National franchises and duplicate fast food outlets. Don't over build. Clean up existing buildings on A1A so the approach to Ormond by the Sea isn't so seedy.
114666951199	Aug 15 2024 12:53 PM	A place where people can afford to live and work making a decent wage.
114666937262	Aug 15 2024 12:36 PM	Slow down the growth of new housing development
114666857887	Aug 15 2024 11:00 AM	I would like to see Ormond Beach maintain a balance between being family-friendly, economically stable, environmentally friendly, and an all-round lovely place to live. I would like us to have a plan that does NOT include cutting down every tree in the city and to balance the needs of our community members with that of development. We are inching ourselves towards making the area east of I-95 look like cities down south and that it a less desirable place to be.
114666844491	Aug 15 2024 10:43 AM	Unfortunately my vision of the future here is grim. If we continue to have growth at this rate, I won't want to deal with it. It is already frustrating to just run an errand to the grocery store with the traffic jams.
114666835265	Aug 15 2024 10:32 AM	Clean it up.
114666828954	Aug 15 2024 10:24 AM	this is an agenda 2030 land grab do none of the above ranking
114666810987	Aug 15 2024 10:02 AM	Keep Ormond a small quaint beach town. Encourage local business growth. GET THAT SECANT WALL DONE. WIDEN THE BEACH LIKE FLAGLER DID. Help condos connect to public sewer. Eliminate septic along A1A. Help condos owners with all the demands legislation, insurance, hurricanes, Surfside collas have caused. There are too many condos that are not selling because HOA fees have soared, lowering property values!
114666798187	Aug 15 2024 09:44 AM	Improve infrastructure to support current growth. Improve Mass transit options. Improve utilities for improved support during storms.
114666790823	Aug 15 2024 09:33 AM	I don't want it to change, I love how it is today.
114666783868	Aug 15 2024 09:22 AM	Stay a small town, clean without big box stores on every corner. Low crime rates.
114666772970	Aug 15 2024 09:05 AM	Quaint seaside village perseverance of history
114666771043	Aug 15 2024 09:02 AM	Family centered, environmentally progressive community
114666757938	Aug 15 2024 08:39 AM	Vision is to keep it as a "hometown" environment, excluding bike weeks.
114666755921	Aug 15 2024 08:35 AM	A place where families can gather safely and with much to do
114666751186	Aug 15 2024 08:27 AM	retain the small town feel
114666747414	Aug 15 2024 08:19 AM	I have no vision as it is clouded with the sand, debris, and smoke that I face every day due to overbuilding on Plantation Oaks. No one cares. It is all about the money.
114666740302	Aug 15 2024 08:06 AM	Do not want it to Get over developed
114666736890	Aug 15 2024 07:59 AM	Developers getting creative and using land that is already cleared, repurposing vacant buildings or properties instead of clearing more land. No more big developments like Margaritaville. No more sprawling apartment complexes - there are enough.
114666731152	Aug 15 2024 07:47 AM	A 50,000 person city that has a small town feel
114666725633	Aug 15 2024 07:35 AM	A city my kids will want to raise their kids in.
114666720961	Aug 15 2024 07:25 AM	Keep it quaint, stop overbuilding which has already been done. Beachside has become overpopulated causing so many accidents on A1A. The small town vibe has been taken away unfortunately
114666710998	Aug 15 2024 07:04 AM	Everyone to be able to have access to affordable housing and healthcare in a clean proactive environment
114666694522	Aug 15 2024 06:26 AM	To be more community oriented over business development
114666694775	Aug 15 2024 06:26 AM	Community that has enough employees to take care of the city and to keep the taxes low. Replace the city manager to someone that doesn't get paid over 200,000 year for nothing
114666464798	Aug 14 2024 08:02 PM	A city where everyone gets a long
114666362934	Aug 14 2024 04:48 PM	Small town where everybody doesn't worry about being employed or not making enough money to survive. And able to live a good life.
114666349225	Aug 14 2024 04:28 PM	I grew up in Daytona my neighborhood was a "mini" city,could get 90% of what you needed within those 4-5 blocks(except school and Doctors and major dept stores).Had grocery,hairdressers/barber,Movie theater,church,pharmacy,gas,diner,post office,camera , park ,shop,tv shop,bakery,bar and motel (when family visited).
114665329861	Aug 13 2024 01:11 PM	Keep ormond from becoming port orange
114665286072	Aug 13 2024 12:15 PM	Keeping it a small beachie town. Stop all the residential communities. Attract larger companies, with high salary workers, which would help the city with taxes.

114665110565	Aug 13 2024 08:24 AM	Family friendly, historic community that preserves it's natural spaces
114664817062	Aug 12 2024 09:06 PM	A family friendly town that has a small town feel, since of community.
114664604293	Aug 12 2024 03:14 PM	A small town with beautiful beaches, waterways, and locally owned dining/retail/services.
114664436526	Aug 12 2024 11:44 AM	Work hard to keep that home-town feel. Can't call it "quaint" any longer. Let's be careful about progress. I know I said more big box stores but other than that, forget too much growth.
114663461010	Aug 10 2024 07:47 AM	Don't try to make it MORE popular and ruin what we love.
114663107390	Aug 09 2024 02:44 PM	High quality of life with a variety of things to do. An environment where a person can build a life where they can work and play with a focus on walkability or bike transport. Less focus on the car.
114663094365	Aug 09 2024 02:23 PM	More use of green space. In town. No more housing in inner city
114663012183	Aug 09 2024 12:16 PM	Sleepy beach town that offers a wonderful quality of life and great jobs
114662811289	Aug 09 2024 07:00 AM	We need a development moratorium so that we don't cause flooding and traffic issues. It will lose its small town charm in favor of developers, big business and to the detriment of long time residents.
114662808933	Aug 09 2024 06:55 AM	There's other places along the coast to start new small towns.
114662582347	Aug 08 2024 08:41 PM	HOME!
114662346395	Aug 08 2024 02:03 PM	Keep our beachside a sleepy little beach town, don't sellout!
114662219137	Aug 08 2024 11:28 AM	Responsible growth that does sacrifice our quality or life and minimizes density
114662087204	Aug 08 2024 08:44 AM	A better place to live
114661990725	Aug 08 2024 05:32 AM	Smart sustainable growth that creatively embraces and adapts new buildings to population trends, adopts new technology for multi-modal transportation options, and creates a housing environment enticing to families and the younger generation.
114661810666	Aug 07 2024 10:18 PM	Safe environment where we can work and play
114661789054	Aug 07 2024 09:32 PM	Local feel, slower pace, hospitality, great local businesses
114661668445	Aug 07 2024 05:37 PM	Keep what we have. What you and/or Volusia have already approved for developments is adequate.
114661642825	Aug 07 2024 04:59 PM	Stay small and friendly
114661622289	Aug 07 2024 04:33 PM	Keeping the same population and facilities we have now by not developing any more land
114661463161	Aug 07 2024 01:08 PM	A government that is honest, less traffic.
114661432126	Aug 07 2024 12:28 PM	A city that leverages long term planning to foster intermodal transportation to heighten the equitability of living for those aging in place as well as children
114661405401	Aug 07 2024 11:58 AM	Historic community with thriving commerce and abundant public parks and natural spaces
114661400920	Aug 07 2024 11:53 AM	Maintain growth and preserve the beautiful beach and over population, keeping crime at a minimum
114661356794	Aug 07 2024 11:02 AM	To keep its' small-town feel; keep it clean and beautiful; keep the beach clean; keep it safe from crime
114661348995	Aug 07 2024 10:53 AM	Try to keep it as a small city
114661329132	Aug 07 2024 10:29 AM	Small town vibe without the big box stores and storage buildings. Making the town very family friendly.
114661237761	Aug 07 2024 08:27 AM	Keep it green and stop the over building.
114661230607	Aug 07 2024 08:15 AM	A community that cared about environmental impact and Greenspace with limited well planned development .
114661224319	Aug 07 2024 08:04 AM	preserve it as it is
114661215165	Aug 07 2024 07:48 AM	More people that have lived here long periods to moving to other places
114661165417	Aug 07 2024 06:08 AM	We continue to be the quieter, prettier, friendlier and safer city in this area.
114661061001	Aug 07 2024 02:24 AM	For it to be more of a beach / coastal community
114660979273	Aug 06 2024 10:55 PM	Return to a more quant town.
114660966685	Aug 06 2024 10:26 PM	Please don't loss the small town feel by overbuilding cookie cutter homes, more apartments, car washes or storage units.
114660919281	Aug 06 2024 08:45 PM	No fuel farm, more green spaces, safer for my kids, community unity around what's best for the kids instead of what's going to make someone richer.
114660880782	Aug 06 2024 07:27 PM	My vision is for OB to stay small, quaint, clean
114660864064	Aug 06 2024 06:54 PM	Stay small
114660827057	Aug 06 2024 05:52 PM	Keep it clean and beautiful
114660786151	Aug 06 2024 04:52 PM	It's small town and we need to keep it that way or we will have the same issues as Daytona
114660785104	Aug 06 2024 04:50 PM	Unique small town beach feel
114660764770	Aug 06 2024 04:26 PM	I would like for Ormond Beach to stay the same quaint little town and have the same characteristics of the charm it has now.
114660722238	Aug 06 2024 03:37 PM	Would like to see OB remain green with less congestion and overbuilding
114660696241	Aug 06 2024 03:09 PM	I want Ormond to be a small city, like it was eight years ago before all of the apartments and condos went up. I want roads, utilities to be enough for our population. I want green spaces preserved for other generations and not torn up.
114660685176	Aug 06 2024 02:57 PM	Although I feel it's already been lost - could try to regain the small town feel. Do not try to build more and more when we do not have the space or support for them.
		A beautiful environmental community that is safe for residents from the proposed fuel farm, w/ improved traffic management, controlled growth and expansion of affordable housing.

114660684138	Aug 06 2024 02:56 PM	Be the area leader in preserving and enhancing residents' quality of life with balanced growth and development. Infrastructure that keeps up with growth and development instead of being an afterthought and not having to play 'catch up'. Cooperation and communication with our neighboring cities and Volusia County governments.
114660663180	Aug 06 2024 02:29 PM	A safe place where you can get anywhere on a bike, scooter, roller skates or foot. Free public beach access and great free recreation options.
114660591292	Aug 06 2024 01:05 PM	Small family town
114660565162	Aug 06 2024 12:34 PM	Affordable but beautiful community
114660555099	Aug 06 2024 12:22 PM	Family community with smart growth
114660548241	Aug 06 2024 12:14 PM	Remain a family oriented community, no fuel farm, no more clear cutting and over-development.
114660542884	Aug 06 2024 12:08 PM	The city is nearly built out. Improve the infrastructure and provide more housing opportunities for seniors on fixed income. Maintaining the character of the community and quality of life should be the focus.
114660539317	Aug 06 2024 12:04 PM	Quality lifestyle, and criminals are prosecuted to the full extent. In other words a judicial system that looks out for the victims not the other way around. "Commit a crime in Ormond" you will pay dearly "Kill an Ormond Resident Intentionally" The death penalty is the first resort. No drawn out trials or implementation either!
114660503935	Aug 06 2024 11:24 AM	Maintain the historic, old town feel. Provide opportunities for walking. Support current infrastructure.
114660497660	Aug 06 2024 11:16 AM	Nice safe neighborhoods with good roads and infrastructure. Access to the beach. So beautiful. Fun stuff for seniors and kids. Beautifying what's in place. Need more bike lanes and sidewalks for walkers and strollers etc.
114660496826	Aug 06 2024 11:15 AM	Safe place to raise families; no crime; good schools; beautiful parks
114660490029	Aug 06 2024 11:08 AM	A place with high quality of life.
114660489603	Aug 06 2024 11:07 AM	To stay as a friendly beach town. I don't want it turned into an heavy industrial town, or turn into a overcrowded/overbuilt city.
114660482090	Aug 06 2024 10:59 AM	I would like to see the City limit the growth in the area. Every vacant lot and plot of land does not need to be developed! Let's keep our city, the Tree City!
114660452468	Aug 06 2024 10:24 AM	What it was 10 years ago
114660450767	Aug 06 2024 10:22 AM	Slow down building growth. Growth
114660444357	Aug 06 2024 10:15 AM	To enhance what we have for the current citizens, encourage use of existing buildings vs new development.
114660443069	Aug 06 2024 10:13 AM	A place where diverse people want to live, raise their families and visit. A place that provides a high quality of life to it's residents in an environment that is and will continue to be inclusive and accessible.
114660403902	Aug 06 2024 09:26 AM	less growth
114659871859	Aug 05 2024 03:46 PM	Allow growth while also putting measures in place that will preserve the charm and character that the city is known for

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

What are the biggest challenges you believe that Ormond Beach currently experiences, or you believe the city will face over the next 20 years?

Answered	186	
Skipped	10	
Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	Limited land = limited growth = higher taxes at some point
114691156008	Sep 17 2024 04:45 PM	Effectively managing growth in the busy corridors
		Maintaining / improving tax base to support services and growth while being landlocked.
114684819763	Sep 09 2024 08:25 PM	Hurricane preparedness / stormwater improvements.
114684784685	Sep 09 2024 07:21 PM	Keep Belvedere away, save our green space what is left of it. SAVE TOMOKA OAKS golf course if we have a willing seller.
114684358420	Sep 09 2024 10:53 AM	Overdevelopment will lead to more traffic congestion, less availability of emergency and daily medical personnel, and compromise education which is already facing budget and staff cuts.
114684290117	Sep 09 2024 09:40 AM	Controlling growth. Keeping the small, historic town feel and function and keeping quality of maintenance, etc.
114683429922	Sep 07 2024 03:58 PM	Too much development.
114683429070	Sep 07 2024 03:55 PM	Over the 30 years I have lived here, overcrowded roads and stormwater issues seem to have increased.
114683418154	Sep 07 2024 03:18 PM	Over building housing
114680788831	Sep 04 2024 12:25 PM	managing all the new people moving into the new city on RT 40, and in all the new, but nearby, Daytona apartments
114680585408	Sep 04 2024 08:53 AM	Overpopulation, do not want to turn Ormond Beach into a big city with tons of traffic.
114680215191	Sep 03 2024 08:15 PM	Over crowded, lack of trees, busy roads
114680005115	Sep 03 2024 03:00 PM	Pressure from developers. Managing the infrastructure to deal with the population explosion that has already taken place.
114678254396	Aug 31 2024 02:16 PM	For too much growth.
114678165469	Aug 31 2024 10:39 AM	Controlling development and having enough healthcare in our area.
114677355981	Aug 30 2024 07:33 AM	Housing development west of I-95 connecting to Granada Avenue
114677063608	Aug 29 2024 09:34 PM	Overgrowth at the expense natural areas that create the unique character and make OB the place people want to call home.
114677000430	Aug 29 2024 07:43 PM	Destruction of the environment and losing the town's identity.
114676819599	Aug 29 2024 03:59 PM	halting over-development
114676418248	Aug 29 2024 09:48 AM	More population
114674970353	Aug 27 2024 03:42 PM	Illegal immigrant crime, increasing taxes, Agenda 2030 false narratives and promises, Green New Scams that the city will fall for, stormwater, over development, poor budgeting and fiscal management, and the worst by far is the desire by many on John Anderson to build "affordable housing" and stick it in someone else neighborhood and all the problems that will soon follow, like they always do.
114674966047	Aug 27 2024 03:37 PM	Obviously traffic, too many people and not enough emergency response to handle it.
114674798008	Aug 27 2024 12:26 PM	Locals who want things to stay as they always have been)-:
114674746857	Aug 27 2024 11:30 AM	Growth from surrounding areas impacting the city, with respect to traffic and potable water and storm water runoff
114674710537	Aug 27 2024 10:53 AM	Roads, sewers & septic that are insufficient to handle the growth beachside.
114674706645	Aug 27 2024 10:49 AM	too rapid growth (in nearby cities) that impact our roadways
114674703589	Aug 27 2024 10:45 AM	Daytona Beach dense housing over development
114674694926	Aug 27 2024 10:36 AM	Overgrowth
114674680256	Aug 27 2024 10:22 AM	FLOODING
114674676558	Aug 27 2024 10:18 AM	clogged roads.
114674677002	Aug 27 2024 10:18 AM	Overdevelopment
114674670410	Aug 27 2024 10:11 AM	Increase in traffic
114674668505	Aug 27 2024 10:09 AM	Daytona Beach expansion impacting SR 40
114674663398	Aug 27 2024 10:03 AM	Building more than roads and medical care can handle.
114674273941	Aug 26 2024 08:47 PM	Stronger hurricanes are certainly an existential challenge to the future of Ormond Beach and has to be addressed now before it is too late.

114674060444	Aug 26 2024 03:02 PM	Overdevelopment. This is not the quaint, quiet town is was 20 years ago. We need to slow down. We don't want to become Port Orange or turn Granada into Dunlawton. Our area is unique and our businesses and our services should be as well. How many Dollar Stores do we need? Chain businesses and restaurants - not good for our area. Keep Ormond Beach unique - we don't want to be like every other FI destination.
114674058488	Aug 26 2024 03:00 PM	Development without appropriate drainage planning leading to increased flooding issues
114674041489	Aug 26 2024 02:39 PM	Keeping growth from obliterating the natural landscape.
114673984829	Aug 26 2024 01:33 PM	Too much growth
114673979337	Aug 26 2024 01:27 PM	Traffic. Not enough law enforcement to enforce traffic laws. Replacing long-term politicians who lack the ability to manage change in today's world.
114673902708	Aug 26 2024 11:59 AM	Over expansion westward leaving the inner Ormond Beach corridor to fall into decline.
114673880068	Aug 26 2024 11:35 AM	Over development which will turn older businesses and housing into discarded messes and run down that will encourage homeless and druggies. And not surveying and updating zoning laws that allow dangerous and inappropriate business to build and operate in areas close to homes, schools, and sport facilities like the proposed Full Farm
114673817030	Aug 26 2024 10:30 AM	Balancing growth with infrastructure
114673478848	Aug 25 2024 09:30 PM	Urban sprawl, environmental degradation, car dependency
114673402419	Aug 25 2024 05:04 PM	Stormwater
114673226667	Aug 25 2024 06:47 AM	the pressure to build to many homes.
114673100465	Aug 24 2024 08:04 PM	Overcrowded and traffic jams
114672740643	Aug 23 2024 11:09 PM	Over the next 20 years, we need to be proactive and constantly plan for the growth that will continue in our city so that we may maintain our quality of life. We will need more housing, schools, hospitals, roads, utilities, etc. We should also look to attract more manufacturing with high paying jobs, especially in the space sector. As our entire region adapts to support the space industry in a bigger way, Ormond Beach should be ready to welcome those new employees and executives.
114672549851	Aug 23 2024 04:01 PM	Traffic Congestion along Granada Blvd as the only primary East/West thoroughfare in Ormond Beach.
114672380159	Aug 23 2024 11:53 AM	Too much growth and development.
114672317455	Aug 23 2024 10:33 AM	Quality of life vs. big money expansionism.
114671883660	Aug 22 2024 06:25 PM	Planning and implementation of viable master plans
114671419604	Aug 22 2024 07:28 AM	Over building of new homes
		Overdevelopment
114671220483	Aug 21 2024 11:12 PM	Ormond Beach has been completely over-run by apartment buildings and storage units, and it's a reflection of decades of weak leadership in planning and zoning. This forces us into an infrastructure expansion mindset when we need the opposite, shrinking the community to make it an exclusive community.
114671162814	Aug 21 2024 08:57 PM	na
114671161549	Aug 21 2024 08:54 PM	Land being overdeveloped causing traffic nightmares like larger cities.
114671031940	Aug 21 2024 04:45 PM	overcrowding in schools due to increase population
114670765308	Aug 21 2024 11:11 AM	traffic for commuters from other cities coming into OB for work Also for local residents traffic
114670698971	Aug 21 2024 09:51 AM	Overdevelopment, Stress of water utilization, Inattention Of city commissioners to these issues As they may lean towards appeasing developers, and not the citizens of this beautiful city
114670649490	Aug 21 2024 08:44 AM	corrupt developers. Snowbirds.
114670192748	Aug 20 2024 05:10 PM	I believe the surge in apartment developments is a temporary trend. If we continue allowing so many to be built, we must consider what they will look like in 10 to 15 years. Will they still serve the community effectively, or will they become burdensome
114669990173	Aug 20 2024 01:05 PM	growing population and a community that doesn't want to change to accommodate the growth.
114669277114	Aug 19 2024 02:55 PM	Infrastructure/traffic. Keeping our city clean. Safe place for homeless people who want to get off the streets to live & learn how to transition. (Salty Family Services is a great model to review & revamp for the overall homeless population) and looking at our youth & how to engage them at every age to keep them off the streets out of trouble and no longer at risk. Healthcare, especially mental healthcare, is seriously lacking for the country as a whole.
114669269523	Aug 19 2024 02:44 PM	Future Overdevelopment.
114668641041	Aug 18 2024 02:43 PM	Over-development and not enough green space and the flooding that will continue to worsen as a result of it
114668615233	Aug 18 2024 01:10 PM	Airport being self-sustaining and smart development
114668546999	Aug 18 2024 09:26 AM	Too much traffic and too many crummy apartments popping up all over the place.

114668198516	Aug 17 2024 10:03 AM	Loss of natural areas such as golf courses, wetlands, trees, and vegetation
114668175530	Aug 17 2024 08:58 AM	Traffic, especially beachside. Lack of places to ride bicycle, especially beachside.
114668139144	Aug 17 2024 07:00 AM	Over population and traffic
114668060353	Aug 17 2024 01:46 AM	Over development on the beach and beach erosion
114667895547	Aug 16 2024 05:31 PM	I know big developers will continue to fund elected officials so they can enjoy land use and zoning changes. Getting enough voters interested so the above can be prevented.
114667887645	Aug 16 2024 05:16 PM	Over development without planning for the future (roads, hospitals, good jobs, quality of life) Taxes will be too high, in combination with insurance and cost of living. High taxes, high insurance, high cost of living. I don't want to see any more increase in school taxes. I don't want to see any more strip malls or lousy fast food places. Support small businesses more.
114667826196	Aug 16 2024 03:35 PM	Lack of Restaurant options near the beach. Lack of Public Parking with Showers and Bathrooms
114667749888	Aug 16 2024 01:39 PM	Traffic, overdevelopment
114667618395	Aug 16 2024 10:37 AM	Overcrowding
114667231607	Aug 15 2024 07:56 PM	Over development, lack of infrastructure
114667157856	Aug 15 2024 05:28 PM	traffic and growth
114667145463	Aug 15 2024 05:07 PM	Population migration West of I-95 will create a second town center, diluting the current downtown and as a side effect, it'll reduce the sense of community.
114667062207	Aug 15 2024 03:10 PM	I think the city will be affected over the next 20 years by climate change, stronger storms and higher temperatures. The current stormwater system can't handle heavy storms. we also need to get a handle on development, and not approve things like massive apartment complexes such as the ones we see on Williamson and on LPGA in Daytona Beach. we need to keep Ormond small so that it remains the wonderful city that we all love.
114667059913	Aug 15 2024 03:08 PM	Stopping more development
114667038102	Aug 15 2024 02:41 PM	Possible increases in taxes, crime and less attractive properties should we have a continued economic downturn.
114666951199	Aug 15 2024 12:53 PM	Development of low income, senior housing. Water availability. Septic tank conversion.
114666937262	Aug 15 2024 12:36 PM	Water supply for increasing population
114666857887	Aug 15 2024 11:00 AM	Pressure and money from developers overwhelming the needs and wishes of community members.
114666844491	Aug 15 2024 10:43 AM	Too much growth too fast. Unfortunately, we can't control what Daytona (on our border at Granada) and Flagler (Hunter's Ridge and north) do to add to the strain, but growth for the sake of growth will lead to the destruction of the atmosphere of Ormond Beach. As a friend of mine says as they watch the new developments and businesses clear cutting huge lots of land, "If I had wanted to live in South Florida I would have stayed there. At this pace, I will be ready to leave Ormond in a year or two."
114666835265	Aug 15 2024 10:32 AM	Traffic and Crime.
114666828954	Aug 15 2024 10:24 AM	City Hall itself is the biggest problem
114666810987	Aug 15 2024 10:02 AM	Growth demands on infrastructure. Further demands on HOAs causing too many people to not be able to afford HOA dues and trying to sell. Too many condos on the market & soaring HOA dues are causing units not to sell and lowering property values.
114666798187	Aug 15 2024 09:44 AM	Growth without adequate infrastructure.
114666790823	Aug 15 2024 09:33 AM	The excess building of fast foods, storage units, and car washes.
114666783868	Aug 15 2024 09:22 AM	Increase in population.
114666778725	Aug 15 2024 09:14 AM	1) Overdevelopment, more concrete, more traffic 2) Sea level rise & flooding as storms become more frequent and virulent. 3) Affordability
114666772970	Aug 15 2024 09:05 AM	Flooding
114666771043	Aug 15 2024 09:02 AM	Unrestricted grown and the potential for corruption/graft of developers and politicians.
114666757938	Aug 15 2024 08:39 AM	Fuel tanks and expansion of business. Overpopulation.
114666755921	Aug 15 2024 08:35 AM	Traffic congestion, overuse of utilities, affordable housing, over development now and in the future
114666751186	Aug 15 2024 08:27 AM	Overcrowding. Developers can get away with destroying green space without regard for gopher tortoises and other animals. Burning with diesel oil without regard for rules/regs because Volusia County covers them. The practices are disgraceful.
114666747414	Aug 15 2024 08:19 AM	Over growth of people and housing
114666740302	Aug 15 2024 08:06 AM	Over growth of people and housing
114666736890	Aug 15 2024 07:59 AM	Too many people drawing on resources, crowding roads
114666731152	Aug 15 2024 07:47 AM	Traffic and over development

114666725633	Aug 15 2024 07:35 AM	Is the city prepared for the growth around us and within us? Plans should be thought out long term on traffic needs, not just what is needed today. Same for commerce and parks. Don't just look at what the population is now, look at where it will be 20 years from now and ask what we can do to stay on pace.
114666720961	Aug 15 2024 07:25 AM	Traffic and roads
114666720810	Aug 15 2024 07:25 AM	Taxes crime
114666716833	Aug 15 2024 07:17 AM	Building homes BEFORE infrastructure. OB is famous for doing that
114666710998	Aug 15 2024 07:04 AM	Infrastructure/roads
114666696016	Aug 15 2024 06:29 AM	Traffic due to housing construction outside the city.
114666694775	Aug 15 2024 06:26 AM	Traffic congestion and city facilities
114666694522	Aug 15 2024 06:26 AM	Slowing down commercial development, traffic congestion. High cost housing
114666464798	Aug 14 2024 08:02 PM	I feel like traffic may be getting worse
114666362934	Aug 14 2024 04:48 PM	Younger lazy people who burden the system. And are a hendrance more than a helper.
114666349225	Aug 14 2024 04:28 PM	Too much money going into politicians pockets to get projects done,that are NOT always for the whole communities best interest. People in office now,probably won't be in office when items come to fruition .
114665329861	Aug 13 2024 01:11 PM	I fear the complete development of Avalon park will put a strain on all of ormonds facilities and it will be a problem that we will have to deal with after the fact.
114665286072	Aug 13 2024 12:15 PM	Affordable housing and employment pay scale. Attracting big business to offset taxes.
114665110565	Aug 13 2024 08:24 AM	Over-development, over- commercialization
114664817062	Aug 12 2024 09:06 PM	Over development and poor infrastructure
114664604293	Aug 12 2024 03:14 PM	The transition from biker/spring break town to a more year round consistency for revenue. Maybe a new annual festival that is related to one of the many things in Ormond Beach that draw people here?
114664436526	Aug 12 2024 11:44 AM	Growth! Traffic! Housing - especially for elderly! (You should have a had a category for that when you asked about housing.)
114663461010	Aug 10 2024 07:47 AM	Traffic and expanding visitor populations. Insurance costs and rising ocean levels.
114663107390	Aug 09 2024 02:44 PM	Age in place housing. There simply are not enough services/options for older people.
114663094365	Aug 09 2024 02:23 PM	Over crowding streets to busy to handle pedestrians and traffic combines
114663012183	Aug 09 2024 12:16 PM	Expansion in a classy way.
114662811289	Aug 09 2024 07:00 AM	Beach erosion.
114662808933	Aug 09 2024 06:55 AM	A fuel farm, over development and taking control of the airport
114662582347	Aug 08 2024 08:41 PM	The push for more housing and overdevelopment. Let's use the open buildings we already have!
114662346395	Aug 08 2024 02:03 PM	Density/developments/growth management
114662219137	Aug 08 2024 11:28 AM	Managing growth from within the city and the impacts caused by the adjacent cities
114662147464	Aug 08 2024 10:01 AM	Climate change and overdevelopment
114662087204	Aug 08 2024 08:44 AM	1. No-growth advocates that want Ormond Beach to return to the 19th century. 2. Height restrictions equals urban sprawl. Soon there will be nowhere to go but up, unfortunately at the expense of virgin land that is used up to the end until there is no choice to go up. 3. Utility capacity and the city's requirement to serve external jurisdictions without just compensation. 4. A baby-boomer definition of affordable housing challenges the development of 21st century definition of affordable housing for starter families, fixed-income elderly, and employees in the leisure/hospitality industry who barely make enough to get by. 5. As a coastal community, will need to adapt and be prepared to adjust for any impact of storms, flooding, and sinkholes.
114661990725	Aug 08 2024 05:32 AM	Impact of growth from people moving in and surrounding areas to ormond. Schools needing updating, having adequate transportation for aging populations. Having places for people to have leisure (Flagler has amazing bike, walking trails)
114661810666	Aug 07 2024 10:18 PM	Growth, limited ability to accommodate traffic and expansion. Corporate sell out. Maintaining local feel.
114661789054	Aug 07 2024 09:32 PM	Traffic, because YOU allowed too many homes, condos, etc. to move in without a feasibility study to accommodate all that. You take impact fees, but don't rectify the roads or add adequate schooling for the new families. STOP DEVELOPING.
114661668445	Aug 07 2024 05:37 PM	Environmental conservation/sustainability
114661642825	Aug 07 2024 04:59 PM	The increase in population and the government that will be needed to control it
114661622289	Aug 07 2024 04:33 PM	Crooked current city commissioners, more green space
114661463161	Aug 07 2024 01:08 PM	Vision
114661432126	Aug 07 2024 12:28 PM	Attracting and keeping high quality businesses. I'd like to see fewer smoke and vape shops and massage businesses and more produce and higher quality grocery stores.
114661405401	Aug 07 2024 11:58 AM	Over build of housing projects.

114661400920	Aug 07 2024 11:53 AM	Too much growth- Granada Blvd is too busy now. Need emergency services on beachside; only one bridge from beachside to mainland
114661356794	Aug 07 2024 11:02 AM	Population growth
114661348995	Aug 07 2024 10:53 AM	Over growth and use of roads/water resources
114661329132	Aug 07 2024 10:29 AM	Overcrowding
114661237761	Aug 07 2024 08:27 AM	Overcrowded schools . Less green space .More traffic .
114661230607	Aug 07 2024 08:15 AM	too much affordable housing, impact of unrestrained development and higher density
114661224319	Aug 07 2024 08:04 AM	Debt. Airport, roads insufficient for the amount of vehicles and smaller town being run by people who are not really business minded.
114661215165	Aug 07 2024 07:48 AM	Overdevelopment causing flooding and increased heat from lack of trees
114661165417	Aug 07 2024 06:08 AM	Over growth
114661061001	Aug 07 2024 02:24 AM	Traffic.
114660979273	Aug 06 2024 10:55 PM	Homeless
114660966685	Aug 06 2024 10:26 PM	Fuel farm, corrupt politicians, substance abuse, homelessness, lack of focus on current action's impact on long term goals.
114660919281	Aug 06 2024 08:45 PM	Traffic and danger if fuel farm is allowed. Stop so much building. We don't need more car washes, nail salons, and dollar stores.
114660880782	Aug 06 2024 07:27 PM	Traffic increasing, too much commercial buildings, school overcrowding
114660871571	Aug 06 2024 07:08 PM	Growth!
114660864064	Aug 06 2024 06:54 PM	Belvedere Terminals is a nightmare scenario and must be stopped. Traffic is becoming ridiculous due to all the development.
114660827057	Aug 06 2024 05:52 PM	Too much traffic on the few main streets we have and no way to expand for all the apartments that keep going in.
114660786151	Aug 06 2024 04:52 PM	Limited restaurants/entertainment that is open after 7 pm
114660785104	Aug 06 2024 04:50 PM	Traffic congestion, overcrowding, stormwater management
114660764770	Aug 06 2024 04:26 PM	Overbuilding
114660759645	Aug 06 2024 04:20 PM	Too much development, eroding the environment, frequent flooding due to deforestation.
114660722238	Aug 06 2024 03:37 PM	If we continue to expand, our biggest problem will be environmental. We will experience flooding, loss of trees, pollution, toxic air and noise.
114660696241	Aug 06 2024 03:09 PM	Overbuilding and expanding. Stop!
114660685176	Aug 06 2024 02:57 PM	Over development and the proposed fuel farm.
114660684138	Aug 06 2024 02:56 PM	Controlling our destiny as it relates to growth and development going on around us.
114660663180	Aug 06 2024 02:29 PM	Traffic congestion, panhandling, lack of self transportation without motorized vehicle.
114660591292	Aug 06 2024 01:05 PM	Over population
114660565162	Aug 06 2024 12:34 PM	The homeless population and drugs especially southern end, Nova rd area.
114660555099	Aug 06 2024 12:22 PM	Traffic and lack of infrastructure on Granada.
114660542884	Aug 06 2024 12:08 PM	Increases in taxes for wants and not needs. The city should be run like a business. The city needs tax base to take the burden off the residents.
114660539317	Aug 06 2024 12:04 PM	Remaining a quality place to live, Daytona and Holly Hill overflow into Ormond is already happening, look at the crime in Volusia County. If Ormond Beach adopts a strong Justice system criminals will be afraid to hurt Ormond residents when Daytona and Holly Hill has plenty of opportunities. Just look at Ridgewood between LPGA and Orange Ave!
114660512359	Aug 06 2024 11:33 AM	Overcrowding, roadways ill equipped to handle the traffic.
114660503935	Aug 06 2024 11:24 AM	Outside interests want to over-develop the area. Need to improve local entertainment amenities and parks. Support infrastructure that protects the citizens against flooding or hurricane damage.
114660501792	Aug 06 2024 11:21 AM	Grow too quick too fast and not have great infrastructure.
		Infrastructure, too many people for Ormond Beach, utilities and preservation of what land is left.
114660497660	Aug 06 2024 11:16 AM	Smart planning and smart design & development and smart roads.
114660496826	Aug 06 2024 11:15 AM	Stopping the Belvedere fuel farm and containing heavy industrial. Preventing an increase in crime. Improving the quality of schools and education.
114660492419	Aug 06 2024 11:10 AM	Traffic on Granada and Beach erosion
114660490029	Aug 06 2024 11:08 AM	Traffic congestion on Granada Boulevard
114660489603	Aug 06 2024 11:07 AM	Keeping development to a minimum.
114660482090	Aug 06 2024 10:59 AM	Traffic, traffic, traffic! There's too much development going on! The roads aren't designed for the number of people that have moved to the area and that are doing business in the area.
114660465442	Aug 06 2024 10:39 AM	We are being priced out of our home due to outrageous insurance and taxes.

114660452468	Aug 06 2024 10:24 AM	Too many people
		Growth
		Big time investors
114660450767	Aug 06 2024 10:22 AM	Traffic
114660444357	Aug 06 2024 10:15 AM	Overgrowth
114660443069	Aug 06 2024 10:13 AM	storm water, environmental/water quality issues, traffic congestion
114660403902	Aug 06 2024 09:26 AM	growth
114659871859	Aug 05 2024 03:46 PM	To much development and not enough preservation

City of Ormond Beach Comprehensive Plan 2045 Update - Final Survey Worksheet 9.30.2024

Please provide any other comments, thoughts, or issues you feel should be discussed in the Comprehensive Plan 2045 update.

Answered	115	
Skipped	81	
Respondent ID	Response Date	Responses
114692044833	Sep 18 2024 02:36 PM	we need to prioritize maintaining the facilities and infrastructure we have and promote redevelopment/property improvement in areas that APPEAR blighted as many areas are looking old and run down.
114684819763	Sep 09 2024 08:25 PM	Annexation of Ormond by the Sea and other communities adjacent to Ormond Beach.
114684784685	Sep 09 2024 07:21 PM	I will only be voting for politicians who want to stop the over-building on our last available green space.
114684358420	Sep 09 2024 10:53 AM	Medical infrastructure needs to be added to criteria.
		1) Improvements to the Granada Bridge. Needs a refresh, artistic update. Paint, some decorations, something. 2) Really focusing on function and aesthetics of the Downtown Dining area. 3) Codes/ Ordinances to keep quality on Granada, such as keeping out Vape shops / Tattoo parlors on the main drag. 4) Enforcing the Codes / Ordinances / Laws, building into the Police budget enough money to enforce the speed limits with PEOPLE not speed tables. We have to get back to personal code enforcement. 5) Burying the utilities for hurricanes. 6) Preserving Parks / Land / The Loop / Trees / Green Spaces / and limiting growth to keep our small town SMALL.
114684290117	Sep 09 2024 09:40 AM	1- community appearance board
114680788831	Sep 04 2024 12:25 PM	2- negligible approvals for development outside the zoning plan
114680585408	Sep 04 2024 08:53 AM	Thank you for caring with the residence think. I truly hope that you all can manage/limit the growth, to keep Ormond Beach the lovely town that it is.
		Loewer home and car insurance.
114678254396	Aug 31 2024 02:16 PM	
114677355981	Aug 30 2024 07:33 AM	Hardening utilities for hurricanes
114677000430	Aug 29 2024 07:43 PM	Growth is inevitable but you have an opportunity to manage that growth so that it does not impact our quality of life or destroy the environment. The support that has been shown to the residents of Tomoka Oaks against overdevelopment of the golf course is a shining example of how government can indeed support their residents if they choose to.
114676418248	Aug 29 2024 09:48 AM	I live Beachside so most of my comments are referred to this area.
		Anybody using meaningless undefined words is a huge problem...It's just left leaning NGOs and word salad designed to create solutions to problems that don't exist at the citizens' detriment. Buzzwords like, Consensus, Community Development, Land Use and Environment, Collaborative Approaches, Purchase of Development Rights (PRD), Maintaining a strong, diversified local economy, Preserve open space, Preserving our heritage, Heritage corridors, Heritage area, Historic preservation, Quality growth, Smart Growth, Innovative new development, Regional governments, Regional planning boards, Urban forest, Conservation easements, Climate change, Sustainable farming, Comprehensive planning, Growth management, are undefined and intentionally designed to persuade the masses, to benefit a few, at the expense of many. The message of sustainable living and the people pushing that agenda are the very people that screwed up other cities and are now trying to bring the very same failed policies to Ormond Beach.
114674970353	Aug 27 2024 03:42 PM	Will provide a detailed follow up on policies that I noted in the 2025/2045 Comp plan.
114674966047	Aug 27 2024 03:37 PM	
114674746857	Aug 27 2024 11:30 AM	I believe in landowner's rights to do with their properties what they wish, if it is legal. Zoning needs to be better, in some cases, to prevent problems like the Belvedere fuel depot. I believe that area is in the county.
114674710537	Aug 27 2024 10:53 AM	Parking from the intersection of Granada & A1A to the intersection of Granada & Yonge. As an example, I'm not sure how the future operator of Billy's Tap Room & Grill will be able to survive based on parking alone.
114674694926	Aug 27 2024 10:36 AM	Stop Clearcutting
		"Man plans and God laughs."
114674680256	Aug 27 2024 10:22 AM	Please inquire of Him in making decisions.
		What about a few more areas to take our dogs & perhaps some "pocket parks" for dogs. More bike paths would be nice. We love living in Ormond Beach. The City government has been exceptional for years. Than you for this.
114674676558	Aug 27 2024 10:18 AM	And thank you for hosting this. I hope it was beneficial.
114674664547	Aug 27 2024 10:04 AM	Ormond Beach is a treasure. Try to keep its beach side fell and beauty.
114674273941	Aug 26 2024 08:47 PM	Walkable communities and mixed-use zoning have proven to provide not only many economic benefits, but a more connected and happy community. Ormond Beach deserves this future.
114674058488	Aug 26 2024 03:00 PM	Code enforcement as revenue generator and improved quality of life
114674041489	Aug 26 2024 02:39 PM	Please keep state parks, city parks, and the beaches natural and free from development and car traffic.

114673979337	Aug 26 2024 01:27 PM	I want to hear what has been done and what is planned to be done beachside (32176). Once you get over the Granada bridge (walking or by vehicle), the road to the beach is deplorable. An embarrassment. Obnoxious drivers, driving obnoxious "loud" vehicles with complete disregard for anyone but themselves. Go north on Halifax, which is a residential neighborhood, you would think you're at the speedway. Votran speeds, the mail carriers speed, the vendors speed. Current and previous leadership has missed the mark completely.
114673902708	Aug 26 2024 11:59 AM	Please look for ways to maintain the city's character. Too much growth in big box establishments and apartments actually cheapens the integrity and character of a small town. Make smart economic growth for professional business ventures, not just service oriented jobs.
114673880068	Aug 26 2024 11:35 AM	Plann as if you children and grandchildren are going to grow up here and it will be beautiful and safe.
114673402419	Aug 25 2024 05:04 PM	Waterways access
114673226667	Aug 25 2024 06:47 AM	limit the building. encourage small buisnesses and keep it affordable
114673100465	Aug 24 2024 08:04 PM	Tell the politicians who run NYC CA MI WI and other cities who ran the people our for bD policies overcrowding high taxes not to bring them to Florida and ruin our beautiful city like they ruined theirs.
114672317455	Aug 23 2024 10:33 AM	Greater financial responsibility by developers, city land acquisition for green space, recreation and safe pathways for pedestrians and bicyclists.
114671883660	Aug 22 2024 06:25 PM	Great town...keep it that way
114671419604	Aug 22 2024 07:28 AM	Updating as necessary to maintain the integrity of Ormond Beach long term, we don't want to turn into Daytona Beach because of our inability to manage growth responsibly.
114671220483	Aug 21 2024 11:12 PM	Growth is not a positive goal. That is very hard for an elected official or city staff member to agree with because it is a threat to their positions. I challenge you to rethink the way you think, and make it a goal to shrink out community as a way of making it exclusive and restoring its character.
114671162814	Aug 21 2024 08:57 PM	na
114671161549	Aug 21 2024 08:54 PM	Reverting back to the original rules for wetland management before SJWMD rules were adopted
114671031940	Aug 21 2024 04:45 PM	N US Hwy 1 looks like one giant junk yard. I know it was annexed from the county, but it would be nice if it could be held to the same standards as the rest of Ormond Beach. When family and friends come to visit, I take them the scenic route and bypass US 1 because it is not how I describe Ormond Beach to be.
114670698971	Aug 21 2024 09:51 AM	Please balance all decisions regarding development with environmental and quality of life impacts on our citizens and our city
114670649490	Aug 21 2024 08:44 AM	No to the fuel farm
114669990173	Aug 20 2024 01:05 PM	Parking for the Downtown area, we can build an Attractive Parking Garage centrally located. we have to manage our growth to accommodate businesses and people moving to our area.
114669277114	Aug 19 2024 02:55 PM	I would personally love to see a program initiative where any and all local businesses (I wish) would institute a program with the schools and local shelters or even the veterans hospital to allow employees to have 1 day a month to volunteer where they still get paid but have accountability for where the serve/volunteer. Maybe in the schools helping kids learn to read, help at pickup/drop off for traffic, help file, answer phones, copying for teachers, help with homework during school or immediately after school. Maybe they volunteer with veterans. Serve meals in shelters/soup kitchens. Do laundry? So many non-profits & schools need help & that would be businesses & citizens getting involved in our community to see the issues first hand and get directly involved in being a part of the solution without feeling the pain in your pocket or your family schedule. It would depend on background checks & obviously skill set, but it could really make a difference in our community & to our children & families & teachers & veterans, etc etc etc. community involvement is just not an easy initiative to tackle. I wish had all the answers, but I don't. I have ideas, but no proof that they will work. Better than sitting on our hands.
114669269523	Aug 19 2024 02:44 PM	Research communities that have expanded responsibly and follow steps taken to do so.
114668687484	Aug 18 2024 05:35 PM	Please consider not allowing developers to remove so many of the trees and plants. I've seen one development on Clyde Morris that kept a lot of trees and planted even more. It screens the development from the passerby's and vice versa. It probably absorbs auto pollution as a plus.
114668641041	Aug 18 2024 02:43 PM	We live in Tymber Creek and it's sad that Ormond Beach didn't continue with Tymber Creek and the Trails type of developments and build around the natural environment rather than clear-cutting and then sticking in a few trees
114668615233	Aug 18 2024 01:10 PM	Perhaps the police department should have some new facilities within the next 6-7 years. Daytona, Port Orange has really nice new facilities, why not our Ormond Police.
114668198516	Aug 17 2024 10:03 AM	Change department names from abstractions such as "state of mind" i.e. Leisure Services to concrete concepts such as parks and recreation.
114668139144	Aug 17 2024 07:00 AM	Revisit the concepts of Open space and vacant land. Redefine a new park classification, to add an overlay park.
114667895547	Aug 16 2024 05:31 PM	Name City Hall to Ormond Beach Civic Park.
114667887645	Aug 16 2024 05:16 PM	Encourage use of empty businesses instead of building new ones
114667826196	Aug 16 2024 03:35 PM	Council must present a clear picture of the impacts of over-development on traffic, water, police, fire, schools, etc.
114667749888	Aug 16 2024 01:39 PM	We need economic development that isn't building ugly townhomes everywhere. LPGA is a blight and I avoid driving and shopping there. How about bringing in jobs and small business development?
114667618395	Aug 16 2024 10:37 AM	Public Parking with Showers and Bathrooms
114667231607	Aug 15 2024 07:56 PM	City leaders need to listen to the citizens more, and less then the special interest groups
		Less apartments to slow the growth. Let us catch up with the infrastructure.
		Be smarter with the taxation monies, in regards to spending.

114667145463	Aug 15 2024 05:07 PM	Ormond downtown is an amazing, under utilized resource. If expanded north and south (New Briton and Tomoka Avenue), it can be a destination like Sanford and Daytona. For now, the narrow strip of Granada segregated by the huge bridge is stunting Ormond's growth potential.
114667062207	Aug 15 2024 03:10 PM	I live in an area of Ormond Beach that borders Holly Hill. The cooperation between both cities on maintaining the street and the stormwater is non-existent. there needs to be a partnership or attention paid to areas abutting of the jurisdictions. I often feel like we are in the wilderness here, not part of the city that we pay taxes to and we are proud to live in. it's a wonderful City and a wonderful place to live, keeping it small and keeping it well managed. will ensure a wonderful future for everyone.
114667038102	Aug 15 2024 02:41 PM	Granada Blvd. is overbuilt which is causing major traffic congestion. AIA is seedy and the landlords who own those properties like the tattoo parlor and the auto body shop should be encouraged to make those buildings more attractive.
114666951199	Aug 15 2024 12:53 PM	We need to do things for our infra structure, I.e., road enlarging & paving, utilities underground, maybe another bridge to get over to the Mainland for hurricanes.
114666835265	Aug 15 2024 10:32 AM	City input tin encouraging economic competition at the airport.
114666828954	Aug 15 2024 10:24 AM	THE CITY OF ORMOND BEACH DOES NOT NEED TO FOLLOW ADAPTE TO THE AGENDA 2030 MODEL AND THIS IS ALL BAD. I HAVE SEEN FIRST HAND WHAT THIS TYPE OF LEADING CAN DO
114666810987	Aug 15 2024 10:02 AM	Really, the impact of all the recent legislation, soaring insurance cost and HOA dues are putting undue duress on retired beach communities. There is o gluten of condos on the market because retirees can't afford the rising cost of insurance, cost of repairs insurance companies find an excuse to not cover, and the demands of recent legislation. We need help here. Aging septic tanks are next. We need some sort of grant to address this or else properties on the market will soar, and property values will tank.
114666790823	Aug 15 2024 09:33 AM	How to stop corporations from building in our community!!
114666783868	Aug 15 2024 09:22 AM	Don't keep building apartments, build single family homes.
114666778725	Aug 15 2024 09:14 AM	The last time a community wide survey about recreational needs was completed in order to create a master plan (just 2 years ago), mixed use trails and paths was CLEARLY the top need. YET.....no significant plans are being made to add more paths and trails in the MAIN part of the city. Yes, there are some plans for west of 95, but A1A is sorely in need of better & safer paths. More sidewalks are needed to keep pedestrians and bicyclists away from motor vehicles.
114666772970	Aug 15 2024 09:05 AM	Do not allow the government to be overrun by political goals as opposed to community preservation.
114666771043	Aug 15 2024 09:02 AM	We don't want to be responsible for the erosion of this city's environment and culture through mismanagement of resources.
114666757938	Aug 15 2024 08:39 AM	Please find and secure a variety of green spaces.
114666751186	Aug 15 2024 08:27 AM	it is bordering on criminal to approve clear cutting land on Granada for development and then it sits empty for years (parcel where only Wawa and car wash). What is the plan?
114666747414	Aug 15 2024 08:19 AM	Ormond Beach has gone downhill in the three years that I have been here. I cannot imagine what it will look like in 2045.
114666740302	Aug 15 2024 08:06 AM	No fuel farm, less land development, return nature
114666731152	Aug 15 2024 07:47 AM	Overall I believe the city is well run.
114666720961	Aug 15 2024 07:25 AM	I know and believe change is good but not when quality is taken away. Improve our beautiful town by enhancing roads, parks, land, keeping the beaches clean and dog free in OBS area and not just building more and more unaffordable communities. We moved here because of the quiet beachside vibe and that has been slowly taken away. Life isn't always just about money and development
114666710998	Aug 15 2024 07:04 AM	N/a
114666697578	Aug 15 2024 06:33 AM	Preserving the natural areas.
114666694775	Aug 15 2024 06:26 AM	Traffic congestion , the amount frivolous spending , the payroll for the most senior positions another access point for beachside residents Granada bridge getting way to busy
114666464798	Aug 14 2024 08:02 PM	Just please look at the basketball courts.
114666362934	Aug 14 2024 04:48 PM	Bring jobs and investment to Ormond Beach. Curb homelessness. If you can't afford to live here, move away.
114666349225	Aug 14 2024 04:28 PM	More affordable or free Summer programs for kids...I think Ormond needs a pool...other than the YWCA one..kids need to learn how to swim. Require stronger building codes for buildings to withstand climate challenges such as heat,storms. Need more Firestations /EMS further out West. Expand Hand Av. to West side of town for evacuation if needed...Granada US1 won't be sufficient. Plus I would like if people/groups buying LARGE parcels of land,give city a USE,even if down the road.Like the petroleum storage debate going on right now..oking a sale without knowing what "possible" use would be is like oking a tract of land ,without knowing it would be a "grow" farm for marijuana (before passing the bill).
114665329861	Aug 13 2024 01:11 PM	Improving public transportation within the city
114665286072	Aug 13 2024 12:15 PM	No oil tanks within 10 miles of a residential property!
114665110565	Aug 13 2024 08:24 AM	School overcrowding is a concern. Ormond needs it's own high school.
114664817062	Aug 12 2024 09:06 PM	Would like to see a true downtown area, not just a block of overpriced restaurants owned by the same person. Would like to see art festivals (Deland has one) would like some redevelopment of US1
114664604293	Aug 12 2024 03:14 PM	Please keep Ormond Beach small. Size isn't everything.
114664436526	Aug 12 2024 11:44 AM	Safety - to let Ormond be known that ppl/criminals will be prosecuted fully and that Ormond's ppl will be protected well.
114663461010	Aug 10 2024 07:47 AM	Another bridge?
114663107390	Aug 09 2024 02:44 PM	There should be more focus on aging in place and creating spaces where people can live work and play. Need to start thinking more about diversity and meeting a variety of needs.

		Don't turn this into a Smart City or 15 minute city. We don't need more density of businesses or homes.
114662811289	Aug 09 2024 07:00 AM	Avalon was the worst idea for this area. The one in Orlando is very ugly and awful. Large houses with tiny yards, limited driveway space and you can practically touch house to house. It's what you'd expect in Orlando, not here. It's not up to par with the existing Breakaway/Tymer Creek/Hunter's Ridge communities.
114662808933	Aug 09 2024 06:55 AM	Moving the police station from current location and extending Hand Ave over I95 and Code Enforcement
114662582347	Aug 08 2024 08:41 PM	Please install push button light up signs and built into the crosswalks to the beaches for high visibility to motorists to stop.
114662219137	Aug 08 2024 11:28 AM	Tightening up the Comp Plan and following it.
114662087204	Aug 08 2024 08:44 AM	Affordable housing should be discussed. It needs to be addressed. Mixed-use developments so the city can grow-up.
114661810666	Aug 07 2024 10:18 PM	Do not sell out for money. Do not sell us out for overdevelopment and commercialization.
114661789054	Aug 07 2024 09:32 PM	Stop Over developing our landscape. It's hideous what has happened in that back of Halifax Plantation and along Plantation Pines. You Have ruined why we moved here
114661642825	Aug 07 2024 04:59 PM	If a developer or individual purchases a piece of property, the zoning should not be changed from what exists when purchased to suit the buyer
114661405401	Aug 07 2024 11:58 AM	I hope officials are taking appropriate actions to save our beach.
114661400920	Aug 07 2024 11:53 AM	Pedestrian safety; traffic congestion; walkability; public art
114661237761	Aug 07 2024 08:27 AM	A moratorium on development. Greater concern about Green Space. Addressing the horrendous traffic situation that is only getting worse with the overdevelopment.
114661224319	Aug 07 2024 08:04 AM	Ormond Beach, going downhill like a snowball.
114661215165	Aug 07 2024 07:48 AM	Better use of the vacant OB Municipal golfcourse. Radial zones around densely populated areas to eliminate specific heavy industrial use.
114661165417	Aug 07 2024 06:08 AM	Leaving a police sub station on the east side , when the main station is moved. To not forget the older established east side , as people move west.
114660979273	Aug 06 2024 10:55 PM	We need more speed bumps through the city. Too many speeders and not enough police.
114660966685	Aug 06 2024 10:26 PM	Stop developing everything! Your community needs you to focus on improving what's here instead of building more. You are chasing away good families that contribute to the community for businesses that don't even attempt to fill existing open storefronts so we will just continue to look more and more like Holly Hill.
114660919281	Aug 06 2024 08:45 PM	We are happy to be living in this pretty community. Let's keep it that way
114660864064	Aug 06 2024 06:54 PM	STOP BELVEDERE TERMINALS!
114660764770	Aug 06 2024 04:26 PM	Overbuilding and traffic congestion
114660722238	Aug 06 2024 03:37 PM	We need to ensure that areas around schools, residential
114660696241	Aug 06 2024 03:09 PM	Save the open spaces we have and add more recreation.
114660685176	Aug 06 2024 02:57 PM	Control growth to maintain small town status, fight dangerous fuel farm, limit traffic, address flooding.
114660663180	Aug 06 2024 02:29 PM	Golf Course, SAFE bike and footpaths or extra wide shoulders for any new or updated streets.
114660548241	Aug 06 2024 12:14 PM	Rezone Hull Road. Deny services for fuel farm.
114660542884	Aug 06 2024 12:08 PM	It would be nice to redevelop the downtown area. Do something about the traffic on Granada Blvd. Finish Timber Creek to LPGA Blvd. Finish Hand Ave. to Timber Creek.
114660539317	Aug 06 2024 12:04 PM	Please keep Ormond Beach residents safe, Sheriff Chitwood needs better support with the local judicial system. It makes no difference if the law enforcement arrests bad people if the courts let the drug dealers and murderers out with a slap on the hand. Can your tax payer money support keeping criminals in jail that should have received the death penalty at \$100K cost per year for incarceration? I am tired of it!
114660497660	Aug 06 2024 11:16 AM	Don't make this another Miami. People want to live where it's nice looking and clean. Don't overcrowd everything in the city by over building.
114660496826	Aug 06 2024 11:15 AM	Definitely focus on improving school education. Please help improve home values by maintaining roads and removing crime. We are all very concerned about the increase in rental apartments in Daytona beach right along the Ormond Beach border and how that will impact crime and safety.
114660490029	Aug 06 2024 11:08 AM	Stop increasing densities of developments, focus on the existing residents quality of life and stop giving money away for economic development.
114660452468	Aug 06 2024 10:24 AM	I believe I've made myself clear. Y'all are ruining the area!
114660450767	Aug 06 2024 10:22 AM	Establishment of an OB community center run by the city.
114660444357	Aug 06 2024 10:15 AM	We are losing the Ormond Beach charm.

Community Engagement Meeting

(August 26, 2024)

Comments and Input



Comprehensive Plan 2045 Update Comment Card

Element: Recreation & Open Spaces

Comments: _____

My comment applies to all elements, How
much funding is planned for beachside
Growth is obviously west, but beachside is dd.
rweldon22@gmail.com



Comprehensive Plan 2045 Update Comment Card

Element: Bocce Ball Courts

Comments: I would like three (3) or more
Bocce BALL Courts for playing competitive
Bocce BALL Games.

I am ready, willing and able to volunteer
on a Committee to assist in getting
Bocce Ball Courts. And other volunteer areas

Linda Ward 305-872-2334 (ward2230@bellsouth.net)
52 Byron Ellwood Dr.
Ormond Beach



Comprehensive Plan 2045 Update Comment Card

Element: Golf

Comments: We need a golf course in Ormond Beach that the average guy/gal can use. Most cities our size have 1-3 public golf courses.



Comprehensive Plan 2045 Update Comment Card

Element: Recreation (Parks + Rec)

Comments: Need to add "Waterfront or Waterways Access" so city can acquire grants/funding



Comprehensive Plan 2045 Update Comment Card

Element:

Housing Element

Comments:

WHERE IS THE NEW HIGH SCHOOL, MIDDLE,
ELEMENTARY GOING? DO WE HAVE LAND SET
ASIDE FOR THOSE WITH LOGISTICS THAT TIE
INTO CURRENT DENSITY & STUDENT NEEDS?



Comprehensive Plan 2045 Update Comment Card

Element:

Housing

Comments:

Concerns about low income & mid-income
housing. Brings in crime, residential property downgrades.

How will the standards of low or med income
be calculated? Who determines low income?



Comprehensive Plan 2045 Update Comment Card

Element: Housing

Comments: Develop partnerships so that all
citizens have a safe, decent place to live.

Look at current zoning & building
regulations to ensure that projects ~~that~~
address this issue. ~~and~~ Think about
form based zoning etc. ADU -



Comprehensive Plan 2045 Update Comment Card

Element: Housing

Comments: policy 4.1.5

No low income housing to be dictated
By the City



Comprehensive Plan 2045 Update Comment Card

Element: _____

Comments: _____

WALKABLE VOLUSIA. ORG

More mixed-use

More multifamily zoning

More in-fill



Comprehensive Plan 2045 Update Comment Card

Element: _____

Parking

Comments: _____

encourage

shared parking of

compatible / off hour

uses



Comprehensive Plan 2045 Update Comment Card

Element: For Cassen Park Plan:

Comments: Encourage signage that leads
Boating visitors to walk to different
local sites.

Example :

Rose Villa → .1 miles

31 Club → .1 miles

Billy's Taproom
← .5 miles



Comprehensive Plan 2045 Update Comment Card

Element: Parks

Comments: what is going on with
Cassen Park - are they selling it?
Upgrading? or ?



Comprehensive Plan 2045 Update Comment Card

Element: _____

Comments: _____

REGROW

THE

LOOP

STATE/COUNTY



Comprehensive Plan 2045 Update Comment Card

Element: _____

Comments: _____

Bob Adoman — 676-7433

asking about using drones

@ Nova Cemetery

Between Trailers + Nova Rec.

Can it be opened for drone



Comprehensive Plan 2045 Update Comment Card

Element:

Code Enforcement

Comments:

DO WE HAVE ANY??



Comprehensive Plan 2045 Update Comment Card

Element:

Transportation

Comments:

Make "multi-modal" more than a buzzword! Also don't solve traffic problems by building more roads! Does not work.



Comprehensive Plan 2045 Update Comment Card

Element: _____

Comments: _____

Name: Andrea Meneses

ydnameneses@gmail.com

Interested in advisory board, volunteer work for the city

email advisory board Clerk office



Comprehensive Plan 2045 Update Comment Card

Element: Public School

Comments: - assignment of students to
local schools

Connie Colby 386-871-2757

conniecolby2@gmail.com



Comprehensive Plan 2045 Update Comment Card

Coastal Management

Element: BEACH ACCESS - Public access to the Beach

Comments: (Goal 6)

Beautification of landscaping along side entrances.

Paintings of fish, shells, beach life, turtles
ON Concrete Boundaries, walls, etc.

Linda Ward 305-872-2334, ward2230@bellsouth.net
(ELLINOR VILLAGES)



Comprehensive Plan 2045 Update Comment Card

Element: _____

Comments: _____

Belief in green
facade



Comprehensive Plan 2045 Update Comment Card

Element: Utilities

Comments: City should (must?) install more
underground utilities, especially beachside.
Cost recouped after 3 hurricane events!
Not to mention loss of life.



Comprehensive Plan 2045 Update Comment Card

Element: utilities

Comments: Please look into removing fluoride from our
drinking water.



Comprehensive Plan 2045 Update Comment Card

Element: Expand Re used water

Comments: _____

Expand to Grandd to Central
Parks area.

Housing Element

TRANSFER ALL PARK LAND NOW!
'IT'S BEEN 30 YEARS'

In certain areas allow ADUs

REMOVE STIGMA OF MULTIFAMILY ATTAINABLE HOUSING!

Affordable Housing is needed if
our children want to stay in the area!

SERVICE
ALLOW CONTRACTS BETWEEN CITY of OB +
PROPERTY OWNERS TO:

PLAY
PLANT
PAR
PROGRAM



COMMUNITY FOREST.

Bocce Ball Courts

Pickle Ball Courts

1. Billy's Taproom & grill. Street facing facade is an eyesore. Needs a repair: Policy 2.2.2
2. Public Art should be included in this Element.
3. Special events at Casements - parking is a Real issue. what can be done?

PROTECT ROADWAYS WITH BEST PRACTICES FOR COMMUNITY FOREST: THE LOOP

* Put sidewalk on John Anderson!
more roundabouts

TREES ARE CAPITAL
IMPROVEMENTS - COMMUNITY
FOREST.

TREES TO BE INCLUDED IN THE
ANNUAL CIP 1 2 3 4 5

* Put a sidewalk on John Anderson!

1. Not Sure if this is the right place ... Create an ordinance that does not allow "Smoke"- Vape Shops in the Downtown - Mainstreet area
2. I totally agree w/ the above concerns. - Devalues property.
3. Ditto above!
4. Ditto... Please come up with an ordinance to prevent any more Smoke/Vape/CBD shops on main street of Ormond (Granada)
5. FDOT, Volusia County, Ormond Beach and Florida State Park system working together, PARTNERING, to protect the natural resources, educate our residents in good gardening practices and care for THE LOOP.
Ormond Scenic Loop and Trail National Scenic Byway.
6. Enforce codes in neighborhood! Proactive - trailers, sheds, overnight street parking, boats parking on lawns - Don't let neighborhoods turn into slums.

Future Land Use Element

1. Clear cutting of land.
2. Concern with density
3. VACANT LAND WETLAND OVERLAY
4. INCLUDE ReGrow Volusia w THE LOOP MAP
5. DELETE "OPEN SPACE" ADD PARKS
6. Concern for 58 E Granada - Vacant for years - needs follow up & owners need to take care of declining street facing facade.
7. Traffic Concerns ?
8. Existing services - medical, can they keep up with demands ?
9. MORE MIXED-USE / LESS SPRAWL
10. Entertainment destinations
11. ^{quit} Mowing all the trees down, bringing in mounds of dirt/fill, flooding neighbors that have been here for years, AND City/Mayor Sending ^{current} ~~previous~~ owners letters to get flood insurance

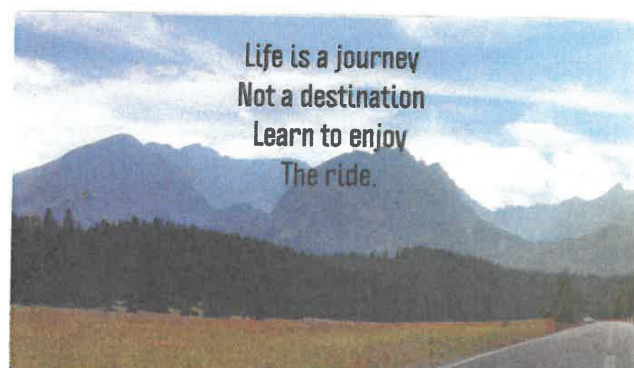
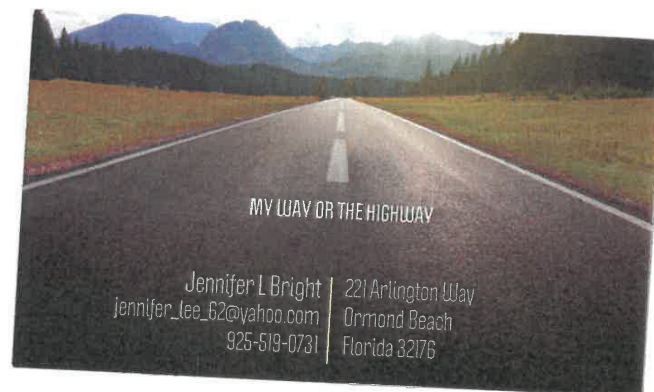
SMART GROWTH

Most people, when observing the use of the word SMART in reference to community planning, or as an attached label to power meters and home appliances, believe it refers to “intelligent,” “Unique,” or “Scientific” new ideas for protecting the environment and cutting our carbon footprint. In fact, the use of the word SMART is actually engineering lingo meaning:

S- Specific
M- Measurable
A- Achievable
R - Relevant
T- Time Oriented

In other words, use of the acronym SMART means a controlled outcome in a specific period of time.

Agenda 21. Agenda 2030. Green New Deal = S.M.A.R.T.!



UTILITIES ELEMENT GOALS, OBJECTIVES AND POLICIES

Page 1 - Areas that are not presently served with potable water and sanitary sewer trunk lines shall be assessed a differential impact fee.

If forced to connect, why should they pay?

The city just issued bonds for water and sewer projects (13 million new, 25plus million in 6 other bonds), so Everyone has to pay?

Page 4 - Property owners shall be principally responsible for paying the capital costs related to connecting to the City's central sewer system.

LDC that governs the appropriateness of phasing out septic tank systems in favor of connecting to publicly owned treatment systems.

City shall continually enforce policies that require existing homes located on lots smaller than one acre and that have septic tank systems to connect to the City central sewer system

The City appears to go after individual property owners to pay for connecting to water and sewer, but bonds are taken out to pay for the big developments. Why the disparity ?

Page 8 - Stormwater Utility Fee shall be chief funding source for stormwater implementation.

Who determines the Fee? How often and what are the rules around them? Why is this not a ballot initiative to see if folks what to pay for it?

Page 17 - The City will participate in the "Keep Volusia Beautiful" program to control the problem of littering and illegal dumping.

What is the Cost? Why cant we just enforce current laws to control the problem?

Page 20 - City shall continue to administer an emergency water shortage plan.

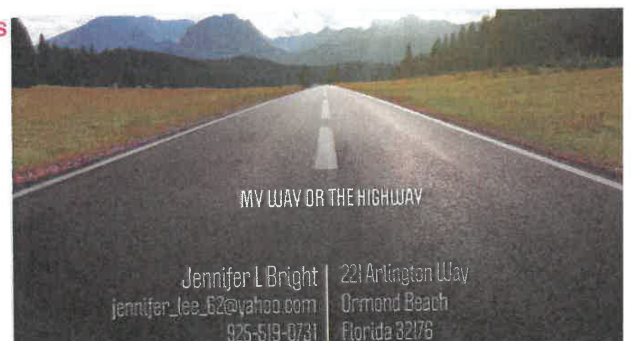
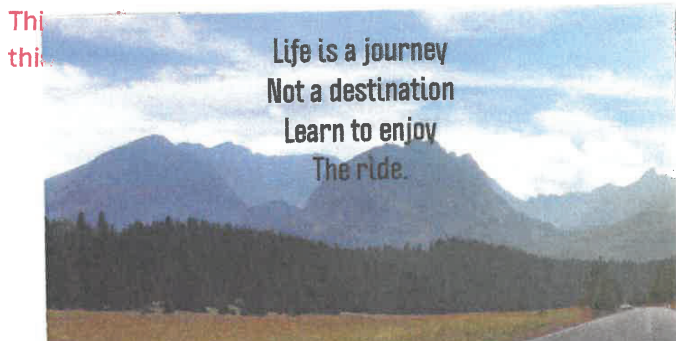
What is our emergency water shortage plan? Where is it located?

Page 22 - The City shall determine water supply levels-of-service in conjunction with the St. John River Water Management District.

Do we get our water from the St. John River Water Management District? If yes where is the LOSS located. If No why do we have a LOS with them?

Page 23 - The City shall work through the Water Authority of Volusia (WAV) to incentivize water conservation

WAV after existing four years, spending \$5.37 million and producing not a single drop of water, the **Water Authority of Volusia** was **stripped** of its power to be the county...article date Mar 2007.



CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

Page 2 - central wastewater system is not available, on-site sewage treatment and disposal systems shall not be allowed on lots less than one acre in size.

Are you going to guarantee connection to public sewer being you are not allowing septic tanks ?

Page 5 - Site Plan Review Committee

Who makes up the Site Plan Review Committee? Is it Staff? NGO? Citizens?

aesthetic qualities of the community.

Who determines the aesthetic qualities of the community.

Page 6 - In cases where land development regulations and land use classifications will eliminate any reasonable use of real upland property, consideration will be given to public acquisition.

Why does the city feel eminent domain is the best way to go? I see this as a land grab/

Page 9 - The City shall continue to develop and enforce a floodplain management program that balances the public interest in regulating the use of private property against the interests of private landowners.

The city has the obligation to the private property landowners, why does the city feel it can regulate use on private land?

Page 13 - the City should discourage the use of individual non-potable wells.

Once again why is the city working against the private landowner?

Page 16 - The City shall encourage the implementation of a combined effluent reuse system, with adjacent utility providers, including Holly Hill, Daytona Beach and Volusia County.

Why would the city think drinking sewer water would be good. NO SEWER TO TAP!

Page 17 – expand its FLUCCS inventory and make such information available to land developers.

Where is the FLUCCS inventory now located? Is it only available to land developers?

Page 18 – habitat corridors and buffers of sufficient length and width

What are the buffers and definitions of habitat corridors ? what is the equation to come up with?

Page 21 Site Plan Review Committee

Who are they ?Staff? NGO? Citizens

Page 24- The City will protect wetland systems through public acquisition or purchase of development rights, environmental conservation easements, cluster zoning, land banking and mitigation.

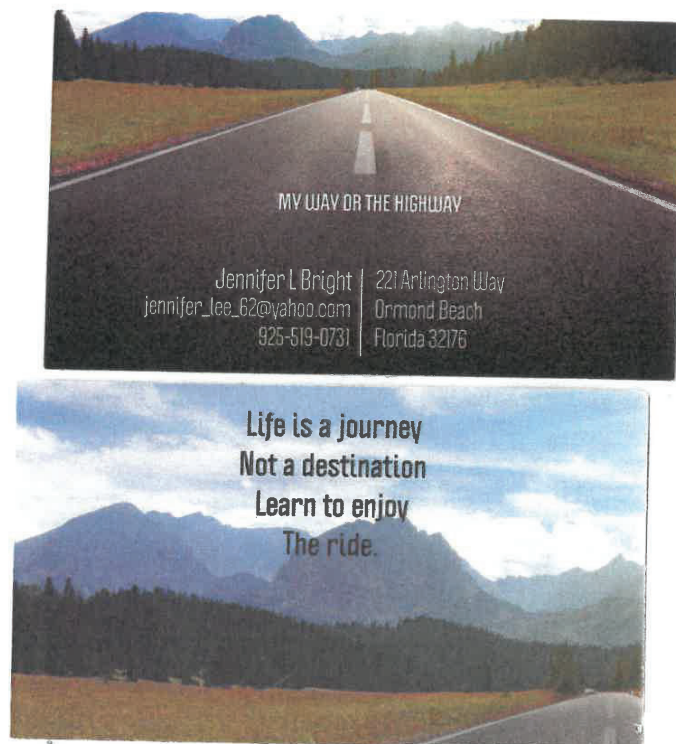
What right does the city have to use eminent domain to acquire land?

Page 35 - City shall require developments along the Tomoka River and its tributaries with individual properties of five acres or larger to include all wetlands in a conservation easement to the City. tracts of less than 5 acres, shall put those wetlands in either public or semipublic (e.g., homeowner's association) control; properties with multiple riparian ownership of less than 5 acres which are under homeowner association control shall grant a conservation easement to the City.

Who does the city think they are to mandate a land conservation easement ? This is theft by the City.

the City shall consider acquisition of vacant lands abutting the Tomoka River, its tributaries, Dodson Creek and the Halifax River.

Why does the city need to buy all this land? This is a land grab to keep honest folks from purchasing property



TRANSPORTATION ELEMENT GOALS, OBJECTIVES AND POLICIES

Page 2 – Privately Organized Transportation Management Initiative (TMI) Operated thru the Chamber of Commerce or Economic Development Organization, and host TDM (Transportation demand management) initiatives.

NGO's running government functions. This not how a transparent government works

preserving future ROW corridors.

How do you preserve something that does not exist?

Page 6 - Prepare engineering plans for future transportation improvements in advance of funding commitments for construction in order to clarify and secure right-of-way requirements and to develop improved cost estimates.

To far in advance is a waste of money. How many times has this been done for Ormond Crossings? Over 20 years in the making.

Page 7 - said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs): a) A1A from SR 40 south to the city line; to support intensified mix use development and redevelopment

So not only are you going to push low income housing you are going to support intensive mix use development. This is not good for the residents that live there

Page 8 - City shall enter into an Interlocal Agreement with Volusia County for development of a transit option as an alternative to the current road mitigation policy contained in the Volusia County's Traffic Impact Assessment Guidelines which is applicable to the City's TCEAs.

YES or NO have you entered into interlocal agreements

Page 11 - The City shall adopt a redevelopment plan for the A1A CRA Corridor by December 2014. After the redevelopment plan is adopted, it shall be incorporated into the comprehensive plan through an amendment to the comprehensive plan

Was this incorporated into the comprehensive plan and if so where?

Page 12 - Amendments shall be included in the annual update of the Capital Improvements Element and in the non-motorized fee calculation.

Where do we find this information?

City shall permit a payment in lieu of sidewalk construction for development if it is determined that the need for sidewalk is much greater in other areas of the city.

When payment was taken in lieu of sidewalks how much money was taken and where were the sidewalks put in and what was the cost?

prepared by the VTPO

Who is VTPO have searched for in whole document this is the only time this abbreviation was used?

The City shall educate the public as to the benefits of bicycling, walking and other non-motorized transportation

Why does the city think they are qualified to educate the public about walking

reducing the need for new or expanded automobile and automobile parking facilities.

With the growth in population the city wants to reduce parking. This is beyond stupid

Page 13 - on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by 20% for all development and redevelopment along a recognized Multi-Modal Corridor.

Once again the city plans to reduce parking. I think you mistitled the Plan, it should say Ormond Beach 2045 Agneda 2030/The Green New Deal

Page 14 - All new developments that may be considered significant traffic generators shall provide a traffic impact assessment

What constitutes a significant traffic impact?

Page 15 - Constrained roadways may be improved through road reconstruction or efficiency improvements.

What Constitutes a Constrained roadway?

Are efficiency improvements Bike Lanes? If not, what are they?

Page 16 - Irrigation systems shall be installed in the landscaped medians and maintained in perpetuity by property owner associations.

Who is the city to dictate how a property owner association takes care of their landscaping?

The City shall assist the Corridor Management Entity to implement the vision statement

Who is the Corridor Management Entity and what are they made up of ? NGOs?

Page 17 - Work with the Chamber of Commerce or similar entity dedicated to economic development and business prosperity to establish a Transportation Management Initiative (TMI)

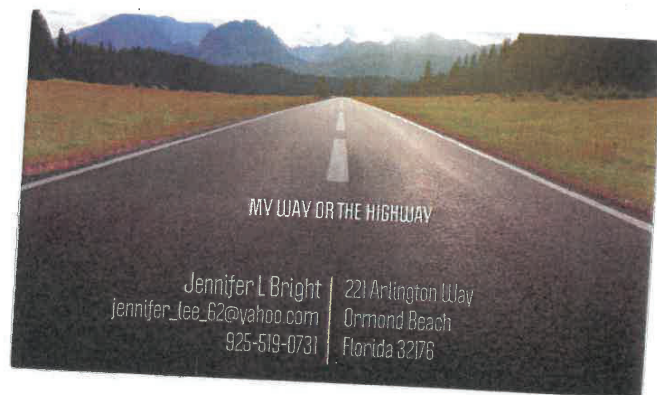
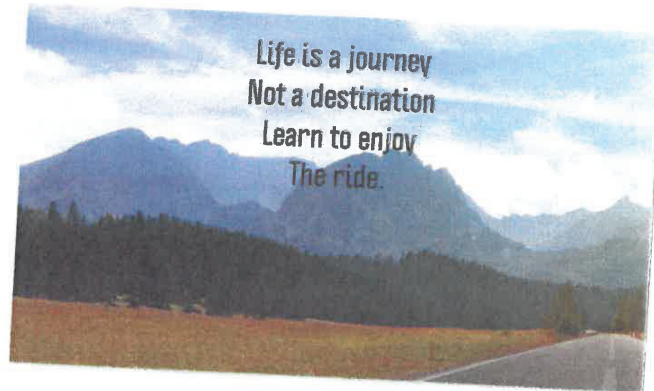
Why are we working with NGO's?

Page 18 - Require all development and (re) development to incorporate bicycle facilities such as bike racks and require all developments to also incorporate lockers and showers to support employees to walk or bicycle to and from work.

The city is overreaching their role, why do they think they can tell employers to add expense to their business?

Page 19-25 All to do with Ormond Crossings

Once again pages just as in the FUTURE LAND USE ELEMENT section on an area of the city that does not exist. The 20 plus year push for the development of a 15 min city by Ormond Beach is scary.



RESOLUTION 2006-263

A RESOLUTION SUPPORTING THE DESIGNATION OF THE ORMOND SCENIC LOOP & TRAIL AS A FLORIDA SCENIC HIGHWAY AND NATIONAL SCENIC HIGHWAY; SUPPORTING THE ORMOND SCENIC LOOP AND TRAIL CORRIDOR MANAGEMENT PLAN (CMP); AUTHORIZING TRANSMITTAL OF SAID DOCUMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, a Corridor Advocacy Group, known as the Ormond Scenic Loop & Trail Corridor Advocacy Group, has been formed for the purpose of advocating the proposed Ormond Scenic Loop & Trail, as provided by section 335.093, *Florida Statutes* and 23 U.S.C. §162 for the designation and implementation of a Florida Scenic Highway and National Scenic Byway, respectively; and

WHEREAS, the proposed Florida Scenic Highway and National Scenic Byway advocated the Ormond Scenic Loop & Trail begin at the Volusia County line on SR A1A extending southward to Granada Boulevard, proceeding west to North Beach Street, also referred to as Old Dixie Highway, with an extension westward along Pine Tree Drive to the Tomoka State Park boundary, continuing north along Old Dixie Highway to the intersection with Walter Boardman Lane, extending east along Walter Boardman Lane to Highbridge Road through to SR A1A and continuing south along John Anderson Drive until the corridor terminates at Granada Boulevard.

WHEREAS, the purpose of the scenic highway and byway designations is to protect, enhance, preserve and maintain the intrinsic resources of the designated corridor, while utilizing these resources for appropriate economic development, recreation, and tourism; and

-1-



Ormond Scenic Loop & Trail
Annual Work Plan - 2024

The Woods of Ormond Beach

Ormond Beach, Florida • Volusia County

One of the largest landowners in the nation, Weyerhaeuser NR Company, has placed five large timber tracts on the market.

Now called The Woods of Ormond Beach, this is a rare opportunity to purchase more than 7,000 acres of land that is forested and loaded with merchantable timber.

***Timber cruise
available
upon request.***

The Woods of Ormond Beach is a 7,086 acre forested tract located in Ormond Beach, Florida in Volusia County. Large portions of the property's north border are contiguous to the Flagler County line. Located just 10 miles west of I-95, Ormond Beach, and the East coast, the property is a prime location for future development. Close to beaches, dining, entertainment, shopping, and entertainment, all are but a minutes drive. In addition, the property is only an hour's drive to Orlando and Daytona.

Ormond Beach is known as "a small town with a big city flair and old-fashioned comfort" and draws people to it's quaint southern charm.

Historically, it became the "birthplace of speed" in 1903 and gained worldwide fame by attracting daring drivers who chased speed records on its wide, hard-packed, sandy beach.

The Woods of Ormond Beach is included in the Deltona-Daytona Beach-Ormond Beach MSA, which has a population of 600,756. It is only five miles from new construction and upscale residential areas, where the emerging housing market is growing.

The Woods of Ormond Beach tracts are contiguous except for 828 acres, which are located one mile west of the main property. Running through the center of the main property is three miles of frontage on SR 40, a main highway which runs east to west across the state.

The western 828 acres tract encompasses almost two miles of "Little Haw Creek" that bisects that tract from north to south, offering a serene paddle way through an old Florida cypress swamp that leads to Lake Disston.

Development potential is perfect for large planned communities. The property has an approved Planned Unit Development (PUD) that allows 355 equestrian housing units. The PUD can be modified by using the Subdivision Conservation land use category. This use allows additional residential units and some commercial use.

Heavily wooded, the property has merchantable timber available. A timber cruise was recently completed that resulted in site indexes above normal in many areas. The property's timber stand information is available.

Currently, the land is being used as a large industrial timber tract with potential commercial or residential use.

The Woods of Ormond Beach is a developer's dream! An excellent investment property with a great location, population, and much potential; perfect for commercial or residential development.

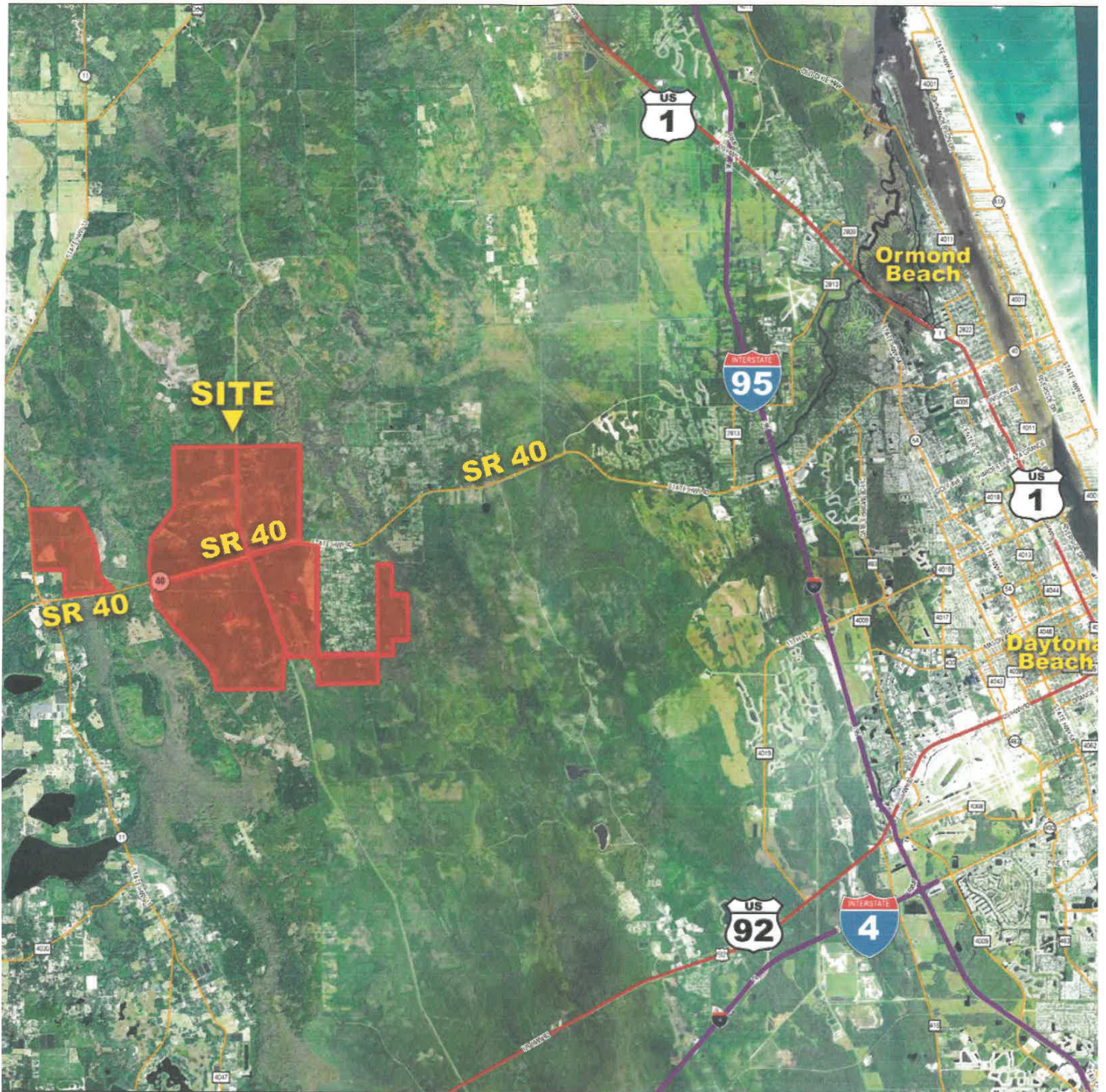
SREland.com/OrmondBeach

**Approved PUD
Merchantable Timber
Potential Commercial or Residential Use**

The Woods of Ormond Beach

Ormond Beach, Florida • Volusia County

7,086 +/- Acres



**Approved PUD
Merchantable Timber
Potential Commercial or Residential Use**

PARK

RECREATION AND ~~OPEN SPACE~~ ELEMENT
GOALS, OBJECTIVES AND POLICIES

GOAL 1.	RECREATION AREAS AND FACILITIES	1
OBJECTIVE 1.1.	LEVEL OF SERVICE STANDARDS	1
OBJECTIVE 1.2.	MAINTENANCE	2
OBJECTIVE 1.3.	LAND USE COMPATIBILITY	3
OBJECTIVE 1.4.	ACCESS AND DEVELOPMENT	3
OBJECTIVE 1.5.	FUNDING	4
OBJECTIVE 1.6.	BEACH ACCESS	5
OBJECTIVE 1.7.	BICYCLING OPPORTUNITIES	5
OBJECTIVE 1.8.	CONSERVATION	6
OBJECTIVE 1.9.	ADA STANDARDS	7
OBJECTIVE 1.10.	INTERGOVERNMENTAL COORDINATION	8
OBJECTIVE 1.11.	DEVELOPMENT ACTIVITIES	9
OBJECTIVE 1.12.	LAND ACQUISITION	10
OBJECTIVE 1.13.	SCENIC HIGHWAYS AND CORRIDOR CONNECTIVITY	11
OBJECTIVE 1.14.	ORMOND CROSSINGS ACTIVITY CENTER	12

PARK
RECREATION AND ~~OPEN SPACE~~ ELEMENT
GOALS, OBJECTIVES AND POLICIES

~~PARK~~

RECREATION AND OPEN SPACE ELEMENT GOALS, OBJECTIVES AND POLICIES
--

GOAL 1. RECREATION AREAS AND FACILITIES

PROVIDE AN ACCEPTABLE QUALITY, QUANTITY, AND VARIETY OF ACTIVE AND PASSIVE RECREATION AREAS AND FACILITIES NECESSARY TO MEET THE EXISTING AND FUTURE RECREATIONAL NEEDS OF ALL THE CITY'S RESIDENTS AND OF ITS VISITORS.

OBJECTIVE 1.1. LEVEL OF SERVICE STANDARDS

The City shall require of new development activities concurrency with the adopted level-of service standards according to the adopted Parks and Recreation Master Plan Study, as amended.

POLICY 1.1.1.

The City shall apply level-of-service standards park categories and facilities in accordance with the adopted Parks and Recreation Master Plan Study as amended and listed in the Capital Improvements Element of the Comprehensive Plan.

POLICY 1.1.2.

Parks and recreational facilities shall be located throughout the City to allow access opportunities to all segments of the population.

POLICY 1.1.3.

The City shall continue to provide sufficient lighting where needed at any active recreation facilities existing at that time.

POLICY 1.1.4.

The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.

POLICY 1.1.5.

Alligator Island shall be maintained under the ~~Open Space~~/Conservation land use designation.

POLICY 1.1.6.

The City's facility needs and program planning shall be determined through a continuous assessment of facility capacities and community needs, thorough surveys, citizen responses, civic

RECREATION AND ~~OPEN SPACE~~ ELEMENT GOALS, OBJECTIVES AND POLICIES

interaction, and population growth. Surveys shall be completed by April of each year by the Leisure Services and Planning Departments. The following criteria shall be applied in implementation of this policy.

- a. Coordination with other City departments and civic groups of studio (e.g., continuing education) programs, special events and referral services. Such programs shall be available for all ages and not limited to any level of proficiency.
- b. Coordination of or liaison to the development of other community enhancement projects (e.g., Santaland Art in the Park, and Easter Egg Hunt).
- c. Develop an outreach strategy that provides recreation activities and programs on a neighborhood basis.
- d. Determine the need for additional multi-diversified leisure facilities to better accommodate existing and future needs.
- e. Survey of the use of recreation facilities by developmentally disabled and physically handicapped people. The plan shall further contain specific recommendations for correcting existing deficiencies and meeting future needs.
- f. Assess the special population needs and provide structured activities for youth and adults that would interface with mainstream youth programs.

OBJECTIVE 1.2. MAINTENANCE

To maximize the responsible use of existing public lands and facilities, City parks and recreation facilities shall be maintained by the City's ~~Leisure Services~~ Department in order to promote public use and community pride, and discourage vandalism.

POLICY 1.2.1.

The City shall manage undeveloped City-owned land for the long-term public interest, doing so in a manner by which the City sets an example for others to follow.

POLICY 1.2.2.

The City shall maintain its boat ramps, piers, docks, and other water-access facilities in a safe and operable condition.

POLICY 1.2.3.

By 2025, the City shall develop a facility at Central Park to support after school programs and other activities.

POLICY 1.2.4.

The City shall actively maintain any saltmarsh areas adjacent to City property to be free of litter and/or other garbage. ~~REDUCE INVASIVE SPECIES~~

**RECREATION AND ~~OPEN SPACE~~ ELEMENT
GOALS, OBJECTIVES AND POLICIES**

POLICY 1.2.5.

The City shall continue to provide information and interpretive signs at all City-operated boat ramps to alert users of the endangered manatees, the Tomoka River Manatee Sanctuary, and the City personal watercraft ordinance.

OBJECTIVE 1.3. LAND USE COMPATIBILITY

Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.

POLICY 1.3.1.

Use park systems ~~or open space~~ to buffer incompatible land uses, where parks ~~or open spaces~~ are compatible with these land uses.

POLICY 1.3.2.

To the extent practical based on available funding, the City shall acquire or preserve lands with unique environmental assets, as well as provide community access and/or recreation opportunities/value to the community.

POLICY 1.3.3.

To the maximum extent consistent with Federal, State, and City objectives, policies, and responsibilities, multiple uses of public lands shall be considered, to reduce the cost of and expedite the acquisition of additional needed public lands.

OBJECTIVE 1.4. ACCESS AND DEVELOPMENT

The City shall maintain and improve access to its parks, recreation, and ~~open space areas~~, facilities, programs, and events and encourage development of facilities, programs, and events of state and regional excellence.

POLICY 1.4.1.

The ~~Leisure Services~~ Department shall develop and distribute literature and maps listing the parks, ~~leisure service~~ sites, and historic sites located within the City, their facilities, location, and operating hours.

POLICY 1.4.2.

The ~~Leisure Services~~ Department shall, prepare an annual report that in general describes the status of for presentation to the City Commission that department's functions in the City; assess the general needs of the population; describes event which affect or are affected by that department; and assesses interdepartmental and intergovernmental areas of concern and proposed solutions to these areas of concern.

RECREATION AND ~~OPEN SPACE~~ ELEMENT GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.5. FUNDING

The City shall develop a fiscally sound public parks recreation facilities program.

POLICY 1.5.1.

The City shall continue to pursue outside funding sources by monitoring on an on-going basis, the availability of parks and recreation grants and funds. The applications shall be submitted in a timely manner to ensure procurement and proper outside review.

POLICY 1.5.2.

A user fee system shall continue to be an integral and vital component of the overall funding mechanism for recreation programs and events. The following criteria shall apply in implementation of this policy:

- a. The fee shall be reasonably established and shall not restrict access on the basis of affordability.
- b. The City shall periodically review the fee structures of other local government jurisdictions and per capita operating expenses and recurring capital expenses as a basis for determining the equity of the fee structure.
- c. Reasonable fees shall be established for use of all City facilities based on the type of event, the particular facility and the expected number of people attending.
- d. The fee schedule shall be reviewed and updated on an annual basis.

E

POLICY 1.5.3.

The City shall continue to financially support the activities, events, and programs offered by the Leisure Services Department, in order to maintain programs at their current level-of-service in accordance with the adopted Parks and Recreation Master Plan as amended.

POLICY 1.5.4.

The City shall continue to assess a Recreational Impact Fee per the City Land Development Code in order to provide for the acquisition and development of additional recreational space and facilities needed by the occupants of such new residential dwelling units.

POLICY 1.5.5.

New development shall be encouraged to provide land for accessible and usable public parks in accordance with the adopted Parks and Recreation Master Plan Study as amended and the City Land Development Code.

**RECREATION AND ~~OPEN SPACE~~ ELEMENT
GOALS, OBJECTIVES AND POLICIES**

POLICY 1.5.6.

The City shall continue to charge a non-residents fee determined by the Leisure Services Department and the City Commission for the use of City recreation facilities.

POLICY 1.5.7.

The City shall continue to utilize user fee charges for services and facilities to help offset costs at recreation sites.

POLICY 1.5.8 — THE CITY SHALL UTILIZE DONATIONS & GIFTS

OBJECTIVE 1.6. BEACH ACCESS

The City shall recommend policies and programs to Volusia County that maintain and improve public access to beach recreational opportunities.

POLICY 1.6.1.

Participate in and encourage State, Regional, and County programs to provide on and off-site beach parking.

OBJECTIVE 1.7. BICYCLING OPPORTUNITIES

Safe bicycling opportunities, for both recreation and transportation, shall be provided within the city where possible.

POLICY 1.7.1.

Bicycle facilities shall be incorporated into arterial and collector roadway construction widening, and reconstruction plans and programs as provided by the Land Development Code.

POLICY 1.7.2.

The City shall cooperate with bicycle organizations, law enforcement agencies, and the FDOT to promote a bicycle safety program; this shall include a program in the schools and a media information program.

POLICY 1.7.3.

Bicycle facilities connecting schools with nearby active recreation areas shall be a priority of the City.

POLICY 1.7.4.

The City shall continue to provide bicycle facilities at all City-owned buildings or facilities that are open to the public.

RECREATION AND ~~OPEN SPACE~~ ELEMENT GOALS, OBJECTIVES AND POLICIES

POLICY 1.7.5.

When providing bicycle and pedestrian pathways the City shall determine, through its traffic consultant, upon which streets or roads bicycle traffic would constitute an unacceptable hazard. This shall also determine the time of day when this hazard would exist.

POLICY 1.7.6.

The City shall maintain regulations requiring new developments to incorporate bicycle and pedestrian paths as an integral part of their transportation plans.

POLICY 1.7.7

To the extent practical, utility easements (^{+ROW}overhead transmission lines, gas and water) shall be considered in the development of trails to provide for connections and linkages to neighborhoods, and recreation and ~~open space~~ facilities. ^{PARK}

POLICY 1.7.8

The following criteria shall be used in prioritizing bicycle facility improvements:

- a. Beach access points and crossings;
- b. Proximity to major public parks, cultural facilities, public schools, high-density residential and commercial areas.
- c. Lack of alternative routes;
- d. Streets serving important transit stops;
- e. Areas exhibiting high incidence of vehicle accidents with bicycles; and
- f. Arterial and collector streets.

^{G. COMMUNITY FOREST}

POLICY 1.7.9

The City, in cooperation with the County and FDOT, shall encourage the installation of bicycle detection devices at traffic activated signals on arterial and collector streets, subject to the availability of funding.

OBJECTIVE 1.8. CONSERVATION

Active and passive recreation facilities shall be designed and used in a manner that protects the quality of the natural systems including, but not limited to, the surface waters, significant wildlife habitats, designated species habitats, and wetlands. The permitting criteria of Federal, State, and regional agencies shall be met during the design and construction of active and passive recreation facilities. ^{COMMUNITY FOREST}

RECREATION AND ~~OPEN SPACE~~ ELEMENT GOALS, OBJECTIVES AND POLICIES

POLICY 1.8.1.

The use of off-road recreational vehicles in wetland or upland habitats shall be limited to the maximum extent allowed by law.

POLICY 1.8.2.

New proposed land development adjacent to parks, recreation, and conservation areas shall be compatible with both natural systems and the intended function of the park, recreation, or conservation area.

POLICY 1.8.3.

The City shall acquire sensitive lands to meet ~~open space~~ ^{PARK} objectives and/or adopt regulations to protect and enhance the functional values of such lands. ^{+ TREES +}

OBJECTIVE 1.9. ADA STANDARDS

Public recreation facilities shall both accommodate and integrate handicapped and disabled persons consistent with Federal and State standards.

POLICY 1.9.1.

The City shall provide physical programs for the handicapped and disabled of all ages, based upon demand.

POLICY 1.9.2.

Recreation facility construction or renovation shall be designed to accommodate and integrate the handicapped and disabled consistent with Federal and State ADA standards.

POLICY 1.9.3.

When possible, handicap access to the beach shall be improved by the process of handicap parking spaces and pedestrian beach access ramps.

POLICY 1.9.4.

Playgrounds shall include handicap and disability accessible and usable facilities, to integrate handicapped children into the mainstream.

POLICY 1.9.5.

The City shall construct playgrounds oriented towards handicapped children.

RECREATION AND ~~OPEN SPACE~~ ELEMENT GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.10. INTERGOVERNMENTAL COORDINATION

The provision of recreation programs and facilities shall be coordinated among adjacent local government jurisdictions and private sector providers to develop the most cost-effective services to the public.

POLICY 1.10.1.

The City shall notify in a timely manner, for review and comment, the Tomoka State Park management and provide information regarding any development activities and ordinances that may significantly affect the park environment and operations.

POLICY 1.10.2.

The City shall continue to actively participate in the Volusia County land acquisition program and request utilization of such funds for open space land purchases within the City as appropriate and to the maximum extent feasible.

POLICY 1.10.3.

The City shall submit when appropriate and applicable, grant applications to local, state and federal grant programs for the acquisition, planning and development/management of City-owned lands. Programs include, but are not limited to:

Florida Recreation and Development Assistance Program;

Land and Water Conservation Fund Program;

Florida Forever;

Florida Boating Improvement Program;

Save our Rivers Program (SJRWMD);

Ponce DeLeon Port Authority;

Florida Inland Navigation District;

Florida Communities Trust Program; and

ECHO.

REGROW VOLUSIA

POLICY 1.10.4.

The City shall continue to submit applications for grants under programs sponsored by various State and regional governments including the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, and the Florida Inland Navigation District.

RECREATION AND ~~OPEN SPACE~~ ELEMENT GOALS, OBJECTIVES AND POLICIES

POLICY 1.10.5.

The City shall enter into agreements, as appropriate, with private institutional recreation organizations to provide services and programs including joint use of facilities and personnel.

POLICY 1.10.6

Wherever possible, Ormond Beach Recreational trail corridors shall be coordinated with other national level trails such as the East Coast Greenway, as well as other state trail systems.

OSLT

OBJECTIVE 1.11. DEVELOPMENT ACTIVITIES

The City shall periodically review and amend the Land Development Code relative to current open space definitions and standards to implement the Recreation and ~~Open Space~~ **PARK** Element. The following policies shall apply to the review of development activities and the conduct of public activity.

POLICY 1.11.1.

The following shall be applied by the City to protect and provide buffers, greenbelts, and recreation within the open space system:

- a. Regulate the use of land and water consistent with the Future Land Use, Conservation, and Coastal Management Elements.
- b. Ensure the protection of natural vegetation and unique land features. **NATIVE TREES + PLANTS**
- c. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management.
- d. Maintain and protect major environmental areas, **TREES**, parks, preserves, wildlife management areas and refuges.
- e. Provide mechanisms for the on-site transfer of development rights as per the Future Land Use Element.
- f. Develop performance standards for protecting lands with historic, scenic, recreational or environmental significance.
- g. Protect against significant adverse impacts to wildlife, wildlife habitats/corridors.

POLICY 1.11.2.

Innovative techniques shall be utilized to protect identified open space areas. Such techniques could include overlay districts, flood zones, performance standards, or other incentive-based methods.

POLICY 1.11.3.

Designated ~~open space areas~~ **PARKS** encompassing natural resource areas, significant environmental features, marine and wildlife habitats, conservation or potential recreation areas shall, at minimum, be protected, by buffer zones, deed restrictions, limiting density and intensity of

RECREATION AND ~~OPEN SPACE~~ ELEMENT GOALS, OBJECTIVES AND POLICIES

development, conservation easements, acquisition, transfer of development rights, and purchase of development rights or land exchanges.

POLICY 1.11.4.

Criteria and standards to be used for reviewing development proposals within existing and proposed open space areas shall be maintained in the Land Development Code. Upon adoption of the plan, site specific analysis shall include an Environmental Assessment Report as per the criteria of the Conservation Element to be submitted, reviewed and approved prior to the issuance of a development order.

POLICY 1.11.5.

Coordinate with local governments, State and other public agencies in developing consistent standards, criteria and land development regulations for the protection of open space areas.

OBJECTIVE 1.12. LAND ACQUISITION

The City shall continue to increase the public provision, protection and enhancement of open space by utilizing the Volusia County Land Acquisition Program with the cooperation of the Florida Forever, Save Our Rivers, Land and Water Conservation Fund, County Port Authority, St. Johns River Water Management District land acquisition programs, and similar programs to acquire by purchase or donation those lands identified by the City Commission. Provision of open space by private enterprise shall be accomplished through donation or requirements for dedication of open and common space as specified in the Land Development Code.

POLICY 1.12.1.

Land or easements suitable for the provision of open space shall be encouraged as donations from public agencies and private enterprises. The location, shape, size and character shall be evaluated for applicability to City land development regulations. The City is not obligated to accept donations of ~~open space~~ areas from public ~~areas~~ and private enterprises.

POLICY 1.12.2.

~~Open Space areas~~ **PARKS** shall be preserved for the following types of development:

- a. Residential development required to provide park needs and open space areas as required by the Land Development Code.
- b. Planned overlay districts required to ~~provide open space and common open space~~ **PARK** per the Land Development Code.
- c. Development plans encompassing valuable resource habitats such as, but not limited to, environmental corridors as identified in the Conservation and Future Land Use Elements.
- d. Non-residential development required to provide ~~open space~~ **PARK** areas as required by the Land Development Code.

RECREATION AND ~~OPEN SPACE~~ ELEMENT GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.13. SCENIC HIGHWAYS AND CORRIDOR CONNECTIVITY

Provide for recreational corridors to link the City-owned parks as well as ~~other open space~~ ^{community for}/conservation areas.

POLICY 1.13.1.

^{W5LT+} The City shall designate scenic roadways in accordance with State and Federal programs, as provided for by the Coastal Management Element and the Land Development Code.

POLICY 1.13.2.

The City's standards designed to ensure preservation of the scenic value of designated routes shall be maintained in the Land Development Code.

POLICY 1.13.3.

^{PARK} The City shall continue to coordinate with utility companies the potential multi-use concept for ~~open space~~ ^{+ ROW} and recreation uses within utility easements.

POLICY 1.13.4.

^{+ ROW} To the extent practical, utility easements (overhead transmission lines, gas and water, sewer and drainage) shall be made available for bike path, nature, jogging, and horse trail development. This off-road corridor system shall be designed and developed to connect neighborhoods and communities to recreation and open facilities.

POLICY 1.13.5.

^{PARK} ~~Open space~~ systems or conservation areas identified for potential outdoor classroom sites or nature study facilities shall be provided with the appropriate access facilities. Facilities shall include, but are not limited to: on-site circulation system elements, natural trails, ^{TREES} above ground boardwalks and limited passive areas designated for picnicking.

POLICY 1.13.6.

Public access to the beach and waterways shall be provided in accordance with the policies under Goal 7 of the Coastal Management Element.

RECREATION AND OPEN SPACE ELEMENT GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.14. ORMOND CROSSINGS ACTIVITY CENTER

The City working with the Developer of the Ormond Crossings Activity Center shall develop a comprehensive approach to address existing and projected deficiencies so that there are adequate facilities to serve the residents of Ormond Crossings.

POLICY 1.14.1.

Within 90 days of the effective date of the comprehensive plan amendments establishing the Activity Center land use category and applying it to the Ormond Crossings Activity Center, the Developer shall deed to the City the title to a 17-acre parcel that is located immediately north of the Airport Sports Complex and fronts on Harmony Trail.

POLICY 1.14.2.

The Developer shall deed to the City a total of 45-acres of land to be used for parks and recreation purposes. The land may be divided up to 5 separate park sites within the Ormond Crossings Activity Center subject to the approval of the City, if it is determined that providing multiple parks sites minimizes automobile traffic and encourages pedestrian and bicycle access to the park facilities.

POLICY 1.14.3.

Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the certificate of occupancy for the 1,000th dwelling unit within the Ormond Crossings Activity Center.

- a. A public community center with a minimum of 6,000 square feet of building area;
- b. A trail system, including a minimum of .75 miles of hard surface walkway;
- c. 1 Picnic shelter with restrooms;
- d. 1 soccer/football field;
- e. 1 baseball/softball field;
- f. 2 outside basketball courts with lights;
- g. 2 shuffle board courts;
- h. 1 bocce ball court;
- i. 1 tennis court; and
- j. 1 racquetball court.

Based on the projected population associated with this proposed amendment, the Developer of the property shall be responsible for the following improvements. These improvements shall be completed prior to the issuance of the certificate of occupancy for the 2,000th dwelling unit.

- a. 1 community center that can be either public or private with a total minimum building area of 4,000 square feet;
- b. A trail system, including a minimum of .525 miles of hard surface walkways;
- c. Passive park area of 36.5 acres;
- d. 1 off-leash dog park;
- e. 1 covered playground area;

**RECREATION AND ~~OPEN SPACE~~ ELEMENT
GOALS, OBJECTIVES AND POLICIES**

- f. 1 baseball/softball field;
- g. 2 outside basketball courts with lights;
- h. 2 shuffle board courts;
- i. 1 bocce ball court;
- j. 2 tennis courts; and
- k. 1 racquetball court.

The City acknowledges that the need for recreational facilities is a function of the population therefore adjustments to these requirements can be expected to occur as the project proceeds. The City also reserves the right to request cash in lieu of improvements when it proves that funding will provide the City with a greater benefit and compliance with the minimum level of service standards.

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES
--

GOAL 1.	WATERSHEDS, LAKES AND RIVERS	1
OBJECTIVE 1.1.	SPECIES DIVERSITY	1
OBJECTIVE 1.2.	SURFACE WATER QUALITY	2
OBJECTIVE 1.3.	INTERGOVERNMENTAL COORDINATION.....	4
OBJECTIVE 1.4.	ECOLOGICAL BALANCE	4
OBJECTIVE 1.5.	ARTIFICIAL LAKES	5
OBJECTIVE 1.6.	REZONING	5
GOAL 2.	FLOODPLAINS	7
OBJECTIVE 2.1.	FLOOD DAMAGE	7
OBJECTIVE 2.2.	FLOODPLAIN MANAGEMENT	8
GOAL 3.	GROUNDWATER	11
OBJECTIVE 3.1.	SALT WATER INTRUSION AND RECHARGE	11
OBJECTIVE 3.2.	INTERGOVERNMENTAL COORDINATION.....	11
OBJECTIVE 3.3.	AQUIFER PROTECTION	12
OBJECTIVE 3.4.	GROUND WATER CONTAMINATION	12
OBJECTIVE 3.5.	DEVELOPMENT	13
GOAL 4.	POTABLE WATER	15
OBJECTIVE 4.1.	POTABLE WATER SERVICES	15
OBJECTIVE 4.2.	INTERGOVERNMENTAL COORDINATION	15
OBJECTIVE 4.3.	WATER CONSERVATION	16
GOAL 5.	VEGETATION	17
OBJECTIVE 5.1.	ECOLOGICAL COMMUNITIES	17
OBJECTIVE 5.2.	HABITAT AND DEVELOPMENT	18
OBJECTIVE 5.3.	NATIVE LANDSCAPING	20
OBJECTIVE 5.4.	WETLAND PRESERVATION	21
GOAL 6.	FISH AND WILDLIFE	29
OBJECTIVE 6.1.	CONSERVATION	29
GOAL 7.	USES OF NATURAL RESOURCES	35
OBJECTIVE 7.1.	LAND ACQUISITION	35

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 1. WATERSHEDS, LAKES AND RIVERS

THE CITY SHALL MAINTAIN AND, TO THE MAXIMUM EXTENT FEASIBLE, PROMOTE PROGRAMS TO ENHANCE THE FUNCTIONAL, AESTHETIC AND QUALITATIVE VALUE OF THE HALIFAX RIVER, THE TOMOKA RIVER, THEIR MAJOR TRIBUTARIES, AND ARTIFICIALLY CONSTRUCTED LAKES.

OBJECTIVE 1.1. SPECIES DIVERSITY

The City shall maintain the native aquatic and wetland floral and faunal species diversity of the upper Halifax River and Tomoka River.

POLICY 1.1.1.

The City shall continue to cooperate with State and regional agencies and adjacent local governments in a comprehensive study and inventory of invertebrates and seagrasses in the portions of the Halifax River and the Tomoka Marsh Aquatic Preserve which are located within the City.

POLICY 1.1.2.

The City shall continually identify and prohibit activities that would have a significantly adverse effect on existing eelgrass or seagrass beds. When specific activities are identified, provisions to prohibit and mitigate adverse impacts from said activities shall be incorporated into the Land Development Code.

POLICY 1.1.3.

The City shall continue to request that the State adopt an effective management plan with appropriate funding and personnel to provide meaningful management for the Tomoka Marsh Aquatic Preserve.

POLICY 1.1.4.

The City, in cooperation with State, regional, and local agencies, shall participate in a program to enhance the aesthetic, recreational, botanical, fish, and wildlife values, of spoil islands. *BY USE & NATIVE VEGETATION*

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

OBJECTIVE 1.3. INTERGOVERNMENTAL COORDINATION

The City shall continue to promote intergovernmental coordination to maintain or improve the water quality, water quantity, recreational, fish, and wildlife resource values of the Halifax River, the Tomoka River, and their tributaries.

POLICY 1.3.1.

On a continuous basis, the City shall support and promote programs to improve natural tidal flushing action for the Halifax River to restore ambient water quality.

POLICY 1.3.2.

The City shall coordinate its water quality testing program with appropriate State, regional and local government testing programs to ensure efficient use of resources and to eliminate duplication of effort, *OF POINT SOURCE & WATER TO THE HALIFAX INTRUSION*

POLICY 1.3.3.

In cooperation with State, regional, and local agencies, including the Volusia County Sheriff's Department, the City shall participate where possible in a river safety program that utilizes to the maximum extent possible miscellaneous media sources, newspaper advertising, signs, and literature to prevent surface water pollution, to protect manatees and other wildlife, and to promote proper boating safety standards.

OBJECTIVE 1.4. ECOLOGICAL BALANCE

The City shall continue to review development proposals and establish programs to balance the functioning values of the Halifax River and the Tomoka River in order to maintain an optimum combination of aesthetic, ecological, recreational, and historical resources. *PARK*

POLICY 1.4.1.

On a continuing basis, the City shall coordinate the identification and protection of significant archaeological, ecological, historical, and paleontological sites under and along the Tomoka River with other agencies and private organizations. This shall include promoting studies by colleges, universities, and researchers and requiring archaeological studies by developers for projects in areas that may contain significant resources.

POLICY 1.4.2.

On a continuous basis, the City shall encourage college and university studies of the Halifax and Tomoka Rivers.

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

POLICY 1.6.1.

All rezoning shall be compatible with the objective of protecting wildlife and the environment consistent with the Comprehensive Plan.

POLICY 1.6.2.

The City shall maintain the zoning district entitled “Special Environmental District” (SE). The following criteria shall apply to the implementation of this policy:

- A. The SE district applies to all Department of Environmental Protection or Army Corps of Engineers jurisdictional wetland lines:
 - 1. not protected preserved by a conservation easement; and
 - 2. or part of an approved Master Land Use Plan for a Planned Residential Development.

This area includes mosquito impoundment districts.

- B. The SE district applies to environmentally sensitive areas designated for public acquisition and protection or areas currently in public ownership which should be subject to open space and conservation type land uses.

C. THE O S A T.

POLICY 1.6.3.

In cases where land development regulations and land use classifications will eliminate any reasonable use of real upland property, consideration will be given to public acquisition.

**CONSERVATION ELEMENT
GOALS, OBJECTIVES AND POLICIES**

POLICY 3.5.8.

The use of air/water heat pumps shall be consistent with the requirements of the Land Development Code.

*POLICY 3.5.9
THE USE OF ATMOSPHERIC WATER GENERATION SHALL
BE CONSIDERED WHENEVER WHEREVER POSSIBLE*

GOAL 4. POTABLE WATER

THE CITY SHALL PROVIDE AN ADEQUATE QUANTITY AND QUALITY OF POTABLE WATER TO ACCOMMODATE EXISTING AND FUTURE DEMANDS WITHOUT HARMING GROUNDWATER RESOURCES.

OBJECTIVE 4.1. POTABLE WATER SERVICES

Provision of potable water services shall be extended where needed, economically feasible, and environmentally acceptable.

POLICY 4.1.1.

The City shall provide potable water service to existing or platted subdivisions throughout its service area.

POLICY 4.1.2.

The availability of groundwater supplies which may effectively be extracted, treated, and delivered in a cost-effective manner shall be a contingency for development approval.

4.1.3 AWG WHEN POSSIBLE

OBJECTIVE 4.2. INTERGOVERNMENTAL COORDINATION

The City shall cooperate and coordinate the provision of water supplies with State, regional, and local governments.

POLICY 4.2.1.

The City shall cooperate with Volusia County through County grants or County established assessment districts to retrofit subdivisions approved by the County that were developed with individual wells, and are in need of central water service.

POLICY 4.2.2.

The City shall maintain a combined and connected series of finished water interconnects with adjoining utilities' water systems.

POLICY 4.2.3.

The City shall continue to cooperate with the St. Johns River Water Management District in dealing with water shortages and enforcing water use restrictions. Implementation of this policy shall include the following:

- a. Interpret District procedures associated with declaring and rescinding a water shortage;

GOAL 5. VEGETATION

THE CITY SHALL PROVIDE FOR THE PROTECTION, ENHANCEMENT, AND MANAGEMENT OF SIGNIFICANT NATURAL VEGETATIVE COMMUNITIES IN ORDER TO MAINTAIN THEIR ECOLOGICAL, AESTHETIC, ECONOMIC AND RECREATIONAL VALUES.

OBJECTIVE 5.1. ECOLOGICAL COMMUNITIES

The City shall maintain and periodically review standards and programs that maintain upland ecological communities to the maximum extent feasible within the City.

POLICY 5.1.1.

An inventory of ^{NATIVE} natural vegetative communities shall be provided by the applicant for all development proposals requiring site plan or plat approval. The applicant shall provide a plan for protection of species which are designated by either State or Federal agencies as endangered, threatened, or of special concern.

POLICY 5.1.2.

The City shall maintain, refine, and expand its FLUCCS inventory and make such information available to ~~land developers~~ ^{ALL RESIDENTS}.

POLICY 5.1.3.

Ecologically viable portions of natural upland plant ^{to} communities including, but not limited to, rare or endangered ecosystems within proposed urban development sites, should be preserved and maintained in their original state, to the greatest extent practicable. ^{FORESTS}

POLICY 5.1.4.

The City shall maintain and periodically review provisions in the Land Development Code to preserve the upland buffers of native vegetation; significant habitat area (including wildlife corridors); scenic vistas; areas where native vegetation is important to impede erosion, and other areas where the public interest is best served by preserving native vegetation.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES

POLICY 5.1.5.

The City shall maintain and ^{ANNUALLY} periodically review standards that preserve the present forested tree cover to the maximum extent practical. ^{ESPECIALLY THE OSLT}

POLICY 5.1.6.

^{PLANT, PLANT, PLANT + PROGRAM +}
The City shall preserve designated canopy roads and Greenbelts as implemented by the Land Development Code.

POLICY 5.1.7.

^{EXPAND REGROWTH OF TREES}
The City shall minimize the clearing of trees for rights-of-way, to protect existing habitats as implemented by the Land Development Code.

POLICY 5.1.8.

^{NATIVE}
Significant mesic or xeric communities shall not be disturbed or affected by water detention, retention, or reuse activities or structures as implemented by the Land Development Code.

OBJECTIVE 5.2. HABITAT AND DEVELOPMENT ^{+ REGROW}

Balance the combination of aesthetic, ecological, recreational and utilitarian qualities of the land for the long-term public interest.

POLICY 5.2.1.

Require habitat corridors and buffers of sufficient length and width to protect the long-term viability of significant habitat areas, for designated plant and animal species.

POLICY 5.2.2.

The development plan review process shall consider the overall impact of a project on adjoining ecosystems.

POLICY 5.2.3.

Require property owners to protect wetland systems in accordance with the criteria and standards for each wetland classification as noted under Objective 5.4 of this Element and in the City Wetlands Protection section of the Land Development Code, Chapter 3, Article II.

POLICY 5.2.4.

In cooperation with adjacent governmental entities, ensure the survival of significant habitat areas, habitat corridors and specimen trees. ^{+ COMMUNITY FOREST}

**CONSERVATION ELEMENT
GOALS, OBJECTIVES AND POLICIES**

POLICY 5.2.5.

Work with adjacent governmental entities to ensure that planned wildlife corridors are contiguous and provide for unimpeded movement of wildlife.

POLICY 5.2.6.

NATIVE

Manage undeveloped City-owned lands for the long-term public interest, doing so in a manner by which the City sets an example for private development to follow. For example, the City should follow Ecosystems Management Practices as defined by the Department of Environmental Protection when applicable.

TO PHA

POLICY 5.2.7.

Development may incorporate isolated wetlands into effective stormwater management systems, provided that the stormwater runoff is treated prior to entering any wetland system, so that the wetland is used for nutrient and volume attenuation.

POLICY 5.2.8.

Make land use decisions in conjunction with the carrying capacity of the land and its ecosystems.

POLICY 5.2.9.

On a continuous basis, the City shall study and upgrade as necessary its buffer width requirements for projects abutting waterways and wetlands.

POLICY 5.2.10.

On a continuous basis, the City shall coordinate and cooperate with contiguous governmental entities to protect environmentally sensitive vegetative habitats which extend into contiguous jurisdictions.

NATIVE TREES + PLANTS

POLICY 5.2.11.

The area of land disturbed by development shall be as small as practicable. Those areas which are not to be disturbed shall be protected by an adequate barrier from construction activity. Whenever possible, natural vegetation shall be retained and protected.

POLICY 5.2.12.

Land that has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to revegetate the area.

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

POLICY 5.2.13.

Wherever feasible, site design shall accommodate any ~~designated~~ ^{NATIVE} plant species with protected status which are in the path of development; where this is not feasible, these plants will be relocated to protected sites having appropriate growing conditions, whenever possible.

POLICY 5.2.14.

To preserve wetlands, the lateral distance of groundwater drawdown influence shall not adversely affect protected wetlands or their functions. The applicant shall demonstrate to the City Engineer through a series of borings or field permeability tests that the subsurface, groundwater, and permeability conditions shall not receive a significant negative impact. The applicant shall provide a calculation of the maximum horizontal or vertical drawdown that can be anticipated beyond the maximum perimeters of any borrow pit, detention, or retention area.

POLICY 5.2.15.

The City of Ormond Beach shall cooperate with Volusia County in the development of an interpretive/educational signage program along the Ormond Scenic Loop & Trail. The program shall include a requirement for signage and information that highlight the flora, fauna, land forms, water bodies and historical/archeological resources allocated along the corridor.

POLICY 5.2.16.

The City and Volusia County, in conjunction with the Ormond Scenic Loop & Trail Corridor Management Entity shall develop and implement a plan for safe, public parking to allow the safe enjoyment of the natural and scenic resources.

OBJECTIVE 5.3. NATIVE LANDSCAPING

The City shall promote the use of native ~~drought-resistant~~ ^{TREES +} vegetation in landscaping. The maximum amount of protection possible shall be provided for existing trees and other vegetation in order to assist in the control of flooding, soil erosion, dust, heat, air, and noise pollution and to improve the appearance, environmental character, and value of the total urban area and to protect nearby properties.

POLICY 5.3.1.

The City shall continue to promote and encourage xeriscape design concepts for landscaping single-family homes by providing builders, landscape designers, homeowners, and the general public with informational brochures ~~describing xeriscape.~~ ^{NATIVE PLANT} ^{NATIVE PLANTS}

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

POLICY 5.3.2.

The City shall require that at least ¹⁵~~50%~~ of the landscape vegetation used on a project reviewed by the Site Plan Review Committee be comprised of ~~drought-resistant~~ native vegetation in harmony with site specific conditions.

POLICY 5.3.3.

Vegetation on new City landscaping projects shall be comprised of at least ⁷⁵~~50%~~ native ~~drought resistant~~ vegetation.

POLICY 5.3.4.

All new development and expansions of existing development, except for single-family homes in an existing subdivision, shall provide for the protection of native vegetation on the site. Existing developments should utilize native plants in common areas (entranceways, pavilions) in instances where replanting or relandscaping becomes necessary.

POLICY 5.3.5.

Native vegetation shall be used to the maximum extent possible to meet landscaping and ~~open-space~~ requirements.

POLICY 5.3.6.

Exotic plant species, as listed as exempt species in Chapter 3, Article II of the Land Development Code, shall be removed from development sites during the time of construction.

POLICY 5.3.7.

Development shall preserve fifty (⁷⁵~~50%~~) percent of ecologically viable portions of natural upland plant communities, including rare or endangered ecosystems, present on-site.

5.3.8 REDUCE AND OR REMOVE INVASIVE PLANTS

OBJECTIVE 5.4. WETLAND PRESERVATION

Wetland areas within the City shall be preserved in accordance with a City that incorporates the need for wetlands preservation; directs incompatible uses away from wetland areas; promotes economic development that creates long-term jobs by establishing a means to allow wetland impacts for industrial land uses in platted industrial parks; inventories existing wetlands within the City; sets performance criteria to maintain wetland functions; establishes transition zones; and establishes land use policies for transition zones; and establishes standards for mitigation based on a policy of no-net-loss of wetland functions as a last resort.

GOAL 6. FISH AND WILDLIFE

MAINTAIN, PROTECT, PRESERVE, OR INCREASE EXISTING NATIVE FISH AND WILDLIFE SPECIES ~~IN TERMS OF~~ ^{FOR} OVERALL POPULATION AND DIVERSITY.

OBJECTIVE 6.1. CONSERVATION

The City and any development activity shall ensure that viable sized tracts of unique and significant natural habitat areas and wildlife corridors are preserved and protected with adequate buffers of native vegetation and an effective management plan in order to minimize the adverse effect of development or recreation activity on fish and wildlife. Fisheries, fishes, wildlife, and wildlife or marine life habitats shall be conserved, appropriately used, and protected, particularly those which are threatened, endangered, or of special concern.

POLICY 6.1.1.

The City shall maintain the provisions of the Land Development Code that incorporate 1) the creation of viable wildlife habitats and corridors and 2) the preservation of sustainable vegetative mosaics of significant native faunal and floral habitat and wildlife corridors into the development review process to ensure that natural habitat areas are protected to the maximum extent feasible on both site-specific and macro levels from the cumulative effects of growth and development.

POLICY 6.1.2.

If it is presumed that a designated species may be present on the basis of general characteristics including the number and types of plant communities, the linear amount of “edge” such as the boundaries between woods and grasslands, the presence of water, and the presence of movement corridors between habitat areas, the City shall require applicants for development to assess the impact of development on designated species. Designated species shall include those classified, by either the Florida Game and Freshwater Fish Commission or the U.S. Fish and Wildlife Service, as endangered, threatened, or species of special concern, or those species actively being considered for designation. When estimating the impact of proposed development, the applicant may be required to conduct an inventory of existing wildlife and vegetation on the site.

POLICY 6.1.3.

No more than 20% of the habitat area for designated species may be disturbed, whether cleared, filled or otherwise altered. Any development which disturbs designated species habitat areas shall prepare a workable management plan for those affected species. Such management plan shall be reviewed and approved by the respective State agencies.

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

POLICY 6.1.27.

Land use activities adjacent to the following areas:

- Open space/conservation areas and recreation/open space areas designated in the Future Land Use and Recreation/Open Space Elements;
- Tomoka Marsh Aquatic Preserve;
- Tomoka River Manatee Sanctuary;
- Tomoka River OFW;
- Tomoka State Park; and
- Wetlands,

shall be limited to non-intensive uses such as Environmental Systems Corridors, Agriculture, rural, or low density residential and office/professional or neighborhood commercial. All proposed land use activities must ensure that such activities will not degrade the natural physical, biological, aesthetic, or recreational functions of such lands and shall provide for the preservation and protection of such areas in accordance with the appropriate standards including, but not limited to, setback requirements, buffers, wetland and floodplain policies.

POLICY 6.1.28.

Planning and approval of development projects shall avoid adverse impacts to species listed as endangered, threatened or species of special concern to the greatest extent practicable. Where suitable habitat on a project site is utilized by a listed species, a management plan designed to minimize harm to the species and its habitat should be prepared by the developer and adherence to the plan made a condition of development approval. Management plans shall be reviewed and approved by the appropriate State agency (FGFWFC or FDEP) and the U.S. Fish & Wildlife Service prior to their approval by the City.

POLICY 6.1.29.

The City shall support the protection of critical habitat for endangered and threatened species to the maximum extent feasible. "Critical habitat" shall include those habitat types, or specific geographical locations, which are designated as such by the USFWS, NMFS, FGFWFC, FDEP, FDACS, or the RPC.

GOAL 7. USES OF NATURAL RESOURCES

THE CITY SHALL PROVIDE FOR THE PROTECTION AND SENSITIVE USE OF NATURAL RESOURCES THROUGH DEVELOPMENT REGULATIONS AND PUBLIC PROGRAMS.

OBJECTIVE 7.1. LAND ACQUISITION

The City shall support the acquisition of unique or environmentally significant properties for public conservation reservations and maintain its proposed level-of-service for passive parks.

POLICY 7.1.1.

Upon adoption of the Comprehensive Plan, the City shall require developments along the Tomoka River and its tributaries with individual properties of five acres or larger to include all wetlands in a conservation easement to the City. The easement shall not prohibit the construction of an elevated wooded catwalk to the waterway, provided the construction is done in the most environmentally sound manner. Developments, when property along a waterway or wetland is divided into tracts of less than 5 acres, shall put those wetlands in either public or semipublic (e.g., homeowner's association) control; properties with multiple riparian ownership of less than 5 acres which are under homeowner association control shall grant a conservation easement to the City. For lots of less than 5 acres, if part of a subdivision project, only one community dock shall be allowed.

POLICY 7.1.2.

On a continuous basis, the City shall consider acquisition of vacant lands abutting the Tomoka River, its tributaries, Dodson Creek and the Halifax River.

POLICY 7.1.3.

The City shall, in coordination with local and State agencies, participate in a strategy to acquire environmentally sensitive lands.

OBJECTIVE 7.2 IMPACT ASSESSMENT

All development activities shall properly assess impacts on the environment and provide an effective mitigation plan as required.

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

POLICY 7.2.1.

The City shall require Environmental Assessment Reports for all planned unit developments, subdivisions, and other development that must comply with the special requirements of the residential suburban zoning district and that must prepare a water management plan in accordance with the provisions of the Land Development Code.

OBJECTIVE 7.3. ~~SUSTAINABILITY~~ WISE USE OF LAND

Promote energy conservation techniques such as the use of alternative and renewable energy sources thereby increasing energy efficiency.

POLICY 7.3.1

Encourage the production and use of energy generated from renewable resources.

POLICY 7.3.3

The built environment and urban design should maximize natural areas and assets and incorporate Florida Friendly landscaping to reduce energy and water consumption.

POLICY 7.3.4

~~FLA. PLANT, PART PROGRAM~~
Create, protect and manage systems of green infrastructure (i.e., urban forests, parks and ~~open spaces~~, green roofs, natural drainage systems). ~~COMMITMENT FOR~~

POLICY 7.3.5

Protect and enhance ~~green spaces to provide natural carbon sinks in soils, vegetation, and streambeds to mitigate carbon emissions.~~ TREES

POLICY 7.3.6

Encourage site design techniques that restore natural “~~green infrastructure~~” (i.e., urban forests, parks and ~~open spaces, natural drainage systems~~) instead of relying solely on ~~engineered systems that require higher energy and carbon inputs.~~

CONSERVATION ELEMENT GOALS, OBJECTIVES AND POLICIES

- b. Homes and employment centers
- c. Homes and neighborhood commercial centers.

POLICY 8.1.7.

External bicycle systems which provide for bicycle traffic to adjacent residential, employment, and educational centers shall be connected by development and the provision for facilitating the movement of bicycle traffic to nearby external residential, employment and educational centers shall be considered during the site plan review process.

POLICY 8.1.8.

Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities.

POLICY 8.1.9.

The City shall continue to require all buildings scheduled for demolition or renovation be surveyed by the applicant for the presence of asbestos. Asbestos shall be removed prior to demolition. Any asbestos removal and disposal shall be performed by a contractor licensed by the Florida Department of Professional Regulation.

POLICY 8.1.10.

The City shall enforce Section 104.1.10 of the currently adopted Florida Building Code in regard to asbestos removal during demolition or construction activities.

8.1.11 TREE HELP REDUCE CO₂ + INCREASE O₂ & CLEAN AIR.

OBJECTIVE 8.2. SITE PLAN REVIEW

The City shall review through the site plan review process the change in levels of air pollutants considered hazardous to health or damaging to property (including but not limited to carbon monoxide, sulfur oxides, hydrocarbons, particulates, nitrogen oxides, photochemical oxides); the effective or visual aesthetics, in terms of opacity and shade of emitted smoke plumes.

POLICY 8.2.1.

The City shall require all ^{*PUBLIC*} industrial and certain commercial development and residential development to prepare an Environmental Assessment Report to analyze and estimate the net change in levels and distribution of pollution caused by the development activity.

GOAL 10. HAZARDOUS WASTES

THE CITY SHALL ENSURE THAT THE GENERATION, USE, STORAGE, TRANSPORTATION, AND COLLECTION OF HAZARDOUS OR TOXIC CHEMICALS, MATERIALS, OR SUBSTANCES WITHIN THE CITY SHALL CONSTITUTE NO SIGNIFICANT THREAT TO THE GENERAL HEALTH, SAFETY, AND WELFARE.

OBJECTIVE 10.1. SARA TITLE III COMPLIANCE

The City shall ensure compliance with SARA Title III provisions and shall ensure the proper management of hazardous materials to protect the public health, safety, and welfare and to protect natural resources.

POLICY 10.1.1.

The City shall continue to identify all industries and businesses within its boundaries which generate, use, or store hazardous or toxic chemicals, materials, or wastes.

POLICY 10.1.2.

The Fire Department shall maintain the information from Policy 10.1.1 (above) in its computer database.

POLICY 10.1.3.

The City shall continue a public information campaign oriented to industries, businesses, and homes to educate people about safe use and disposal of hazardous or toxic substances.

POLICY 10.1.4.

The City, in conjunction with the Central Florida Local Emergency Planning Committee (LEPC) shall regulate and manage hazardous waste to protect the public health, safety and welfare and to protect natural resources as per the standards and guidelines established under Goal 3.2 in the Utilities Element.

OBJECTIVE 10.2. EMERGENCY PREPAREDNESS

The City shall be fully prepared for a hazardous or toxic accident or incident, with up-to-date plans, training, and equipment.

POLICY 10.2.1.

On a continuous basis, the appropriate personnel shall be kept abreast of the appropriate accident/incident response training.

**CONSERVATION ELEMENT
GOALS, OBJECTIVES AND POLICIES**

POLICY 11.1.6.

Septic tanks shall not be located in areas designated by the U.S. Soil Conservation Service as having severe or moderate limitations for septic tank development.

POLICY 11.1.7.

In connection with development, all swales, retention, and detention areas shall be sodded or vegetated to help prevent erosion and facilitate efficient maintenance.

11.1.8

TREES HELP REDUCE SOIL EROSION

COMPREHENSIVE PLAN 2045

CITY OF
ORMOND BEACH, FLORIDA



ATTACHMENT 9:
MEETING MINUTES, FEBRUARY
CITY COMMISSION WORKSHOP AND
PLANNING BOARD

Comprehensive Plan Update, Community Engagement Meeting, January 16, 2025 Meeting Notes

City staff in attendance:

Shawn Finley, Assistant City Manager
Robert Carolin, Leisure Services Director
Steven Spraker, Planning Director
Sarah Motes, Senior Planner
Noel Eaton, Senior Planner
Mike Stephenson, Utilities Engineer

The meeting began at 5:30 pm with a presentation by Steven Spraker, Sarah Motes, and Noel Eaton summarizing the Comprehensive Plan update, survey results, development trends and key updates of the individual Elements. Citizens in attendance were provided opportunities to ask questions throughout the meeting. Questions and comments included:

- “The Regrow Volusia or Regrow The Loop” should be included in the Conservation Element as part of the preservation, protection and enhancement efforts.
- Why is the city pursuing properties to annex? The city does not proactively pursue properties to annex. However, if a property owner wants city water and sewer, they must annex. If the city is going to provide infrastructure, the property needs to be in the city jurisdiction or sign an annexation agreement.
- Are the other master plans being updated consistent with the Comprehensive Plan? The response was “yes”. In addition, the Comprehensive Plan is updated as needed and another update review would be required in seven years.
- Did the boundary of the Downtown Development District change? The answer was “no” and has been the same since 1986.
- When discussing open space, it seems this is not correct terminology. Maybe, the City Commission should consider using the term “real estate” as it relates to properties that are developed and may have flooded but are not considered stormwater. Staff was not in favor of replacing the term “Open Space”. Another citizen thought that Open Space was the correct terminology to use.
- Positive comments included how the Comprehensive Plan update has been processed and the parks are well used and one of the best things about the city.

Next steps and the website link was provided as to where all of the Comprehensive Plan Update information could be found. The meeting ended at 6:25 pm with additional opportunity to ask staff more questions.

**MINUTES
CITY OF ORMOND BEACH
COMPREHENSIVE PLAN 2045 UPDATE WORKSHOP**

February 4, 2025

5:30 p.m.

City Commission Conference Room

I. CALL TO ORDER

Mayor Jason Leslie called the meeting to order at 5:30 p.m.

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Kristin Deaton and Harold Briley, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, Assistant City Manager Claire Whitley, Planning Director Steven Spraker, and Senior Planner Noel Eaton.

II. DISCUSSIONS

Mr. Shawn Finley, Assistant City Manager, stated staff would review the individual elements of the Comprehensive Plan 2045 update.

Mr. Steven Spraker, Planning Director, explained what a Comprehensive Plan was and the state statutes surrounding it. He noted there were 12 Comprehensive Plan Elements to be reviewed. He reviewed the process of preparing the update, the city's advisory boards input, and the public input.

Ms. Noel Eaton, Senior Planner, reviewed the highlights from the public survey, noting there were 196 responses.

Commissioner Briley inquired about the meaning of Community Preservation; whereby, Ms. Eaton stated it was the sense of place within the city. Commissioner Briley stated it could be subjective.

Commissioner Tolland noted the importance of Community Preservation.

Mr. Spraker discussed the city's development trends, including annexations, permitted developments, and projected population. He reviewed the Plan Administration and Future Land Use Element.

Mayor Leslie inquired about the projected population; whereby, Mr. Spraker stated it was determined by general population growth and number of permitted lots.

Mr. Spraker reviewed the Transportation Element.

Commissioner Briley expressed interest in keeping the Community Redevelopment Plans regarding South Atlantic Avenue in the element, and to revisit the idea with Volusia County due to the success of the downtown Community Redevelopment Agency; whereby, Mayor Leslie agreed.

Commissioner Tolland requested the multi-modal be included in Policy 1.7.1 of the Transportation Element.

Mr. Spraker reviewed the Utilities Element.

Commissioner Tolland discussed the Florida League of Cities legislative policy called One Water, and requested for staff to look into and see if it could be incorporated. She inquired if staff could look into all stormwater policies to find if anything could be improved; whereby, Mayor Leslie stated that could be included in the requested stormwater workshop.

Commissioner Briley expressed concerns about Volusia County and privately-owned problem areas. He expressed the importance of providing education to Homeowner Associations (HOA) on dredging retention ponds.

Commissioner Tolland suggested working with legislators to see if some laws could be changed to be able to work with HOA's.

Mr. Finley requested time to gather information for a stormwater workshop.

Commissioner Briley voiced concerns regarding inactive HOA's and stormwater maintenance.

Mayor Leslie indicated state legislators had funding for stormwater projects.

Commissioner Deaton expressed concerns regarding approaching HOA's and the potential for the cost of the HOA fees to rise resulting in financial hardships for residents.

Commissioner Tolland inquired if the city could assist with inactive HOA's retention pond dredging; whereby, Mr. Randy Hayes, City Attorney, explained public funds could not be used on private use.

Mr. Finley noted there were old developments that were not up to the newer stormwater codes.

Mr. Spraker reviewed the Conservation Element.

Commissioner Tolland inquired about policies for purchasing land for conservation; whereby, Mr. Spraker stated there were policies in place.

Mr. Spraker reviewed the Coastal Management Element, Housing Element and residential building permits and plats. He discussed neighboring municipalities residential permits.

Commissioner Briley stated Daytona Beach's residential permits were the reason the city was feeling traffic issues along the roadway corridors.

Commissioner Tolland inquired if there was enough affordable housing; whereby, Mr. Spraker stated there was always a demand for affordable housing.

Commissioner Deaton stated there was always a waitlist for Olive Grove, which provides affordable housing; whereby, Commissioner Briley stated Olive Grove and Fisherman's Landing were both subsidized housing.

Mr. Spraker discussed areas of population growth including Ormond Crossings and Plantation Oaks.

Ms. Eaton reviewed the Recreation and Open Space Element that was proposed to be changed to the Parks and Recreation Element. She noted that there was public comment received to change the name of the Leisure Service Department to the Parks and Recreation Department, noting planning staff was looking for direction from the Commission if they are interested in changing the name.

Commissioner Tolland inquired how the city would change the department name from Leisure Services to Parks and Recreation; whereby, Mr. Spraker stated a resolution confirming the City Commission's intent to change the department name, followed by a Land Development Code and Code of Ordinances amendment.

Commissioner Briley questioned why the name was changed previously; whereby, Mr. Spraker stated it was a broader term to be more encompassing of all services offered.

Commissioner Tolland requested staff look at the 2016 Bike Master Plan and seek collaboration with the Volusia County Bike Trail to incorporate both into the element. She stated she would like to see a policy regarding removing invasive plant species on city property and incorporate the expense in the budget.

Ms. Eaton reviewed the Capital Improvements Element, Intergovernmental Coordination Element and Cultural and Historical Resources Element.

Commissioner Briley inquired where the Birthplace of Speed Museum was located; whereby, Ms. Eaton stated the exhibit was on floor two of The Casements.

Commissioner Briley requested the Birthplace of Speed Museum policy stay in the Cultural and Historical Resources Element and a stand-alone museum was desired; whereby, Mayor Leslie agreed.

Commissioner Tolland requested when the "Friends of the Performing Arts Center" was mentioned, to also mention the "Friends of Recreation."

Ms. Eaton reviewed the Public School Facilities Element and Property Rights Element.

Mr. Spraker reviewed the next steps of the 2045 update and reminded the Commission the document could always be revised.

Commissioner Briley expressed concern regarding flooding with new stormwater requirements in older residential neighborhoods with the building of new homes; whereby Mr. Spraker reviewed the stormwater redevelopment requirements and process.

Mr. Finley suggested looking at the process and requirements at the proposed stormwater workshop.

Commissioner Tolland requested wetlands also be discussed during the stormwater workshop.

III. ADJOURNMENT

The meeting was adjourned at 6:30 p.m.
Prepared by: Taylor Lochert

Board Questions

Mr. Railsback asked if there was any benefit to not being on the list. Ms. Eaton replied that there are no restrictions on expansions.

Mr. Gentry asked if there were any other restrictions that would prohibit action to remove the property from the list. Ms. Eaton responded that there are no criteria for removal and that the criteria is for the LDC amendment.

Mr. Railsback asked if there were any other properties adjacent to or around the property that are on the list. Ms. Eaton answered that there are not.

Chairman Thomas asked if the applicant was interested in addressing the Board and opened it up for any additional Board questions or comments. There were none.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PZ-2024-121 Land Development Code Amendment for Historic Landmark Designation (Removal) of 63 Seville Street, The “Barbie House”. Mr. Gentry seconded it. Vote was called, and the motion was approved (7-0).

Chairman Thomas commented that these requests are managed by the Board occasionally and how it is nice for the houses to be on the historic register list, but how sometimes changes need to be made which affects the eligibility.

VIII. PUBLIC COMMENTS

None.

IX. OTHER BUSINESS

A. PZ-24-84 Comprehensive Plan 2045 Update Review

Mr. Spraker delivered a summary of the Comprehensive Plan 2045 update. He summarized the actions since the issuance of the Planning Board packet that a Community Engagement Meeting was held on January 16, 2025, with approximately ten individuals in attendance. Mr. Spraker continued that on February 4, 2025, there was a City Commission workshop to discuss the Comprehensive Plan update. Mr. Spraker stated key direction points including:

- Recommendation for a policy to perform a bike plan;
- Maintenance of a Policy in the Transportation Element regarding the desire for a Redevelopment Plan along South Yonge Street which is subject to Volusia County approval;
- The change of the name of the Leisure Services Department to the Parks and Recreation Department. He stated that the Quality of Life Board, Historic Landmark Preservation Board, and Leisure Advisory Board recommended approval of the name change. He noted that the City Commission expressed support for the department name change; and
- Recommendation to maintain a Policy regarding the Birthplace of Speed Museum concept.

Mr. Spraker reviewed the discussion at the Leisure Service Advisory Board on February 12, 2025.

Mr. Spraker stated that the Planning Board has seen the PowerPoint within the packet as the Comprehensive Plan 2045 update was reviewed. He stated that he was available for questions.

Mr. Jorczak asked about the portion of the plan that deals with flood control. He referenced that Volusia County is working to address flooding issues. Mr. Spraker stated that the Comprehensive Plan establishes a broad policy for floodplain management and wetlands with the details in the Land Development Code. Separate of these policies there is a Stormwater Master Plan which was adopted in 2023 that has its own Policies. Mr. Spraker stated that the Stormwater Master Plan details existing developed areas that have flooding issues. He restated that the Comprehensive Plan provides broad policies for floodplain management and implementation of the Stormwater Master Plan. Mr. Spraker stated that the City Commission had a similar discussion and provided direction for a workshop regarding stormwater and flooding issues. He stated that through Volusia County funding there are studies underway for the Durrance Acres area, North US1/Ormond Lakes, and microstudy areas.

Mr. Jorczak stated that the City is gathering information to make additional decisions. Mr. Spraker agreed and referred to past Stormwater Master Plan projects such as in the Central Park area. He referenced that a meeting was held after Hurricane Milton for flood structures that desired to seek state and federal grants for home demolition/acquisition and raising of structures.

Mr. Jorczak discussed drainage canals and ditch maintenance by Homeowners' Associations. Mr. Spraker discussed maintenance and enforcement stating that the City cannot go on or repair improvements on private property.

Mr. Gentry asked how the survey for the update was advertised. Mr. Spraker stated that the survey was advertised on the City's website, e-mail distribution lists, Facebook, the Community Engagement Meeting and advertisements in the News-Journal and Ormond Observer.

Ms. Shull discussed the importance of drainage swales and conveyances as part of the flooding issues. She referenced a subdivision next to hers that has caused flooding concern. Ms. Shull encouraged the maintenance of city owned/maintained swales.

Chairman Thomas inquired about the ditch/culvert of the Hunter's Ridge area and if the Homeowner's Association is responsible. Mr. Spraker replied that if the swale/ditch is within the property, then the Homeowners' Association would be responsible as part of the stormwater permit. He continued that the Little Tomoka Village project was at a zoning stage of application. Mr. Spraker stated that Homeowners' Associations have been reporting requirements to the St. John's River Water Management District. He added that investigation of which Homeowners' Association are provided stormwater maintenance, could be part of an overall flooding strategy. Mr. Spraker concluded that Planning staff can inform the Planning Board of the pending City Commission workshop on stormwater.

Mr. Galloway stated that once the swale/ditch is within a state right-of-way, it is the responsibility of the Florida Department of Transportation. The Board discussed the responsibility of maintenance of a culvert within a right-of-way. Chairman Thomas clarified that he was referring to the drainage ditch in the backyards of residents. He

stated that he believes that a Homeowners' Association is responsible for maintenance of that ditch.

Mr. Spraker remarked that staff will provide new packets with the Comprehensive Plan amendment focused on formatting and grammatical changes.

Mr. Jorczak commented that he noticed there was not a lot of information on the airport. He stated that he understood that there was an Airport Master Plan. Mr. Jorczak asked if more information on the airport should be in the Comprehensive Plan. He referenced Flagler County's airport overlay district. Mr. Spraker responded that the airport overlay district is contained within the Land Development Code. The airport is not a required Element of the Comprehensive Plan. He stated that past practice has not included the airport in the Comprehensive Plan but instead use the Airport Master Plan. Mr. Spraker stated that the Airport Master Plan is the more appropriate place for airport related policies with implementation regulations in the Land Development Code.

City Attorney Hayes stated that there may be some reasons under the FAA regulations that airport policies would be more appropriate in the Airport Master Plan. He commented that the Comprehensive Plans are harder to amend.

Mr. Galloway asked if the Ormond Beach Business Park was part of the Comprehensive Plan. Mr. Spraker responded that all properties are included in the Future Land Use Map. He stated that the Business Park was sold from the airport to allow industrial development. Mr. Jorczak concurred that the Business Park was part of the airport and was sold for industrial development.

Mr. Spraker confirmed for Mr. Galloway that Ormond Crossings is part of the Comprehensive Policies.

Ms. Shull asked about traffic and if there is the consideration of trying to get ahead of the traffic needs for roads. Mr. Spraker stated that yes, there are efforts to plan, such as Interstate 95 and U.S. Highway 1. He added that the roadways that are most traveled are Volusia County and state roadways. Mr. Spraker stated while the City can encourage or partner, it is either Volusia County or state work programs that have roadway expansions in their capital projects. He stated these projects are constrained by funding and competing against other roadway projects. Mr. Spraker discussed state law and proportionate fair share regulations. Ms. Shull stated it would be nice to seek to look ahead for future projects such as Ormond Crossings. Mr. Spraker stated within the development orders for Ormond Crossings there are substantial improvements that the development must construct, such as the bridge over the railroad tracks.

Mr. Jorczak asked if there was a timeframe for the completion of the roadway to connect the business park to Pineland Trail. Mr. Spraker stated that it is near completion, and that he will check with the Engineering staff.

X. MEMBER COMMENTS

Ms. Shull asked for an overview of the former Bank of America neighborhood meeting. Mr. Spraker stated that there were 10 to 15 individuals in attendance. He added that the use is a conditional use which is approved by the Site Plan Review Committee. Mr. Spraker detailed items that were discussed which included stormwater, traffic, homeless in the area, and how residents stated that they did not believe the project was appropriate. Mr. Spraker confirmed that the submittal was for

COMPREHENSIVE PLAN 2045

Added with re-adoption

CITY OF
ORMOND BEACH, FLORIDA



**ATTACHMENT 10:
VOLUSIA GROWTH MANAGEMENT
COMMISSION AND FLORIDA COMMERCE
LETTERS**

October 17, 2025

The Honorable Jason Leslie
Mayor, City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Dear Mayor Leslie,

FloridaCommerce has completed its review of the adopted comprehensive plan amendment for the City of Ormond Beach (Amendment No. 25-01ER), which was received on September 2, 2025. FloridaCommerce received the adopted amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.).

FloridaCommerce has identified a conflict with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), and the adopted comprehensive plan amendment. These conflicts render the adopted comprehensive plan amendment null and void ab initio pursuant to Chapter 2025-190, Section 28, L.O.F. Chapter 2025-190 provides:

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

For the reasons outlined herein, the City of Ormond Beach's adopted amendment is more restrictive or burdensome, making it null and void ab initio, pursuant to Section 28 of Chapter 2025-190, L.O.F.

The Honorable Jason Leslie
October 17, 2025
Page Two

If you have any questions concerning this review, please contact me by telephone at (850) 717-8512 or by email at James.Stansbury@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

cc: Steven Spraker, AICP, Planning Director, City of Ormond Beach
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), to provide:

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

The City of Ormond Beach's adopted Amendment 25-01ER makes changes related to the following policy in the Comprehensive Plan that is more restrictive or burdensome and another policy that is potentially more restrictive or burdensome than the City's currently adopted Comprehensive Plan. The following policy is more restrictive or burdensome: Transportation Element Policy 1.6.4. The following policy is potentially more restrictive or burdensome: Housing Element Policy 1.1.9.

September 2, 2025

RESPONSE VIA EMAIL ONLY

Mr. Steven Spraker
AICP, Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, Florida 32174

RE: Ord No. 2025-17

Dear Mr. Spraker:

Thank you for submitting copies of the adopted Comprehensive Plan Amendment for the City of Ormond Beach No. 25-01ER, adopted by Ordinance No. 2025-17 on August 19, 2025, for our review.

We have conducted a preliminary inventory of the plan amendment package to verify the inclusion of all required materials. The submission package appears to be complete, and your adopted plan amendment will be reviewed pursuant to Section 163.3184(4), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. The State Land Planning Agency will conduct a compliance review and issue a Notice of Intent regarding the adopted comprehensive plan amendment on or about October 17, 2025.

Please be advised pursuant to Section 163.3184(4)(e)4., Florida Statutes, the State Land Planning Agency's Notice of Intent shall become effective upon posting on the agency's internet website unless challenged by an Affected Party.

If you have any questions, please contact James Stansbury, Bureau Chief, for region 05, who will be assigning the adopted plan amendment for review at (850)717-8512.

Sincerely,



Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth

DH/ts

cc: External Agencies



CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

August 29, 2025

Donna Harris, Senior Plan Processor
Florida Commerce
Bureau of Comprehensive Planning
107 East Madison Street MSC 160
Tallahassee, FL 32399-4120

Re: Reference number: 25-01ER

**Transmittal of Adopted City of Ormond Beach Comprehensive Plan
Amendment, Evaluation and Appraisal Report – Comprehensive Plan
2045 Update**

Uploaded to: <https://flcom.my.salesforce-sites.com/cp>

Dear Ms. Harris:

Please find enclosed the adopted amendment to the Ormond Beach Comprehensive Plan related to the Evaluation and Appraisal Report – Comprehensive Plan 2045. Details of the Comprehensive Plan amendment are as follows:

1. The adoption package includes Ordinance 2025-17 regarding the proposed amendments. The second reading was conducted on August 19, 2025.
2. The following changes were made based on the state agencies review:

Change 1: Utilities Element, Existing Policy 5.1.19. (to be Policy 5.1.18.)

The first reading of the Ordinance (transmittal draft) had Policy 5.1.19. of the Utilities Element to be deleted. In e-mail communications, St. Johns River Water Management District staff recommended maintaining this policy. St. Johns River Water Management District states that Policy 5.1.19. implements Florida Statute Section 163.3180(2). City staff have no objections to maintaining this Policy.

Utilities Element (Do not delete Policy)

~~POLICY 5.1.19.~~ POLICY 5.1.18.

The City shall issue no development orders or development permits without first consulting appropriate water suppliers to determine whether adequate water supplies to serve the development will be available no later than the anticipated date of issuance by the City of a Certificate of Occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a Certificate of Occupancy or its functional equivalent.

Change 2: Florida Statute Section 163.3177(6)(c)(3) – 2023 House Bill 1379

The Florida Department of Environmental Protection staff provided the comment below:

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169, which revised s. 163.3177, F.S., requiring local government comprehensive plans to address the following:

- Within the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and, for local governments not included within a designated Rural Area of Opportunity, a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage treatment and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.)

Based on the Department's records, the City of Ormond Beach has not addressed the above requirements, specifically the inclusion of the wastewater feasibility analysis described in s. 163.3177(6)(c)3, F.S. If applicable developments exist within the jurisdiction, the City must update their general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include the required information as soon as possible to address the existing noncompliance with s. 163.3177, F.S.

The following two Policies were developed to address the Florida Department of Environmental Protection comment. There is one subdivision, Hidden Hills, which is not connected to city sewer that is more than 50 lots and has a density of less than one unit per acre. The feasibility of connection to a central sewer system was previously reviewed with the Utility Master Plan and deemed financially unfeasible at this time. Future updates to the Utility Master Plan will continue to review the feasible of a central sewer connection. Below are the two proposed Policies based on the Florida Department of Environmental Protection comment.

Utilities Element

POLICY 1.4.7.

Within the City of Ormond Beach's utility service area for any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, the City outlines the feasibility of providing sanitary sewer services within the City's Utility Master Plan. There is one subdivision within the City's limits which is not connected to central sewer that has a density of less than 1 unit per acre. Based upon the findings from the latest Master Plan cost estimate, this subdivision is deemed not feasible to connect to central sewer based on cost. The City will re-evaluate this with future Utility Master Plan updates. An onsite sewage treatment and disposal system is presumed to exist on a developed parcel if sanitary sewer services are not available at or adjacent to the parcel boundary.

POLICY 1.4.8.

Sanitary sewer flows from current developments within the City of Ormond Beach's service area are received at the Water Reclamation Facility (WRF) on Orchard Street. The City of Ormond Beach is currently in the planning process of establishing a new wastewater treatment facility in the western region of the utility's service area. Projected flows from potential developments will be served by both facilities once the new facility has been completed.

The Annual Average Daily Flow (AADF) capacity of the facilities in the City of Ormond Beach's service area and the projected wastewater flow at these facilities for the next 20 years are depicted in Table 1. All values in Table 1 are in millions of gallons per day (MGD). Expected future new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer are currently on a 20-year planning horizon as demonstrated in the Utility Master Plan collection and distribution Systems, as may be amended periodically.

Table 1
Project AADF Wastewater Flow Projection

<u>Year</u>	<u>Total AADF to Orchard WRF*</u>	<u>Total AADF to Western Utility WRF**</u>	<u>Total AADF Wastewater Flow</u>
<u>2025</u>	<u>5.69</u>		<u>5.6</u>
<u>2030</u>	<u>7.5</u>		<u>7.5</u>
<u>2035</u>	<u>6.6</u>	<u>3.0</u>	<u>9.6</u>
<u>2045</u>	<u>7.5</u>	<u>4.0</u>	<u>11.5</u>

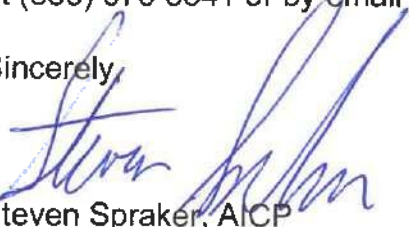
*The current permitted capacity of the Orchard St WRF is 8.0 MGD.

3. State agency comments, Volusia County Growth Management letter, staff amendments from first ordinance reading.
4. Comprehensive Plan newspaper notice.
5. The name, title, telephone, FAX number, and e-mail of the contact person is:

Steven Spraker, AICP
Planning Director
22 South Beach Street, Room 104
Ormond Beach, FL 32174
386.676.3341 (W)
386.676.3361 (FAX)
Steven.Spraker@ormondbeach.org

Should you have any questions regarding the proposed amendments, please contact me at (386) 676-3341 or by email at Steven.Spraker@ormondbeach.org.

Sincerely,



Steven Spraker, AICP
Planning Director

Enclosures

CC: East Central Florida Regional Planning Council
Florida Department of Transportation
Florida Department of State, Bureau of Historic Preservation
Florida Department of Environmental Protection
St. Johns River Water Management District

June 23, 2025

The Honorable Jason Leslie
Mayor, City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Dear Mayor Leslie,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Ormond Beach (Amendment No. 25-01ER), which was received on April 24, 2025. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations and Comments Report outlines our findings concerning the amendment. FloridaCommerce does not identify any objections to the proposed amendment. However, FloridaCommerce is providing a comment. The comment is offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in Section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The City should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to Section 163.3184(4)(e)2., F.S.**

FloridaCommerce staff is available to assist the City to address the comment. If you have any questions related to this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email at Jon.Coulter@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Steven Spraker, AICP, Planning Director, City of Ormond Beach
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
City of Ormond Beach 25-01ER

FloridaCommerce has identified a comment regarding the City of Ormond Beach's proposed comprehensive plan amendment. The comment is provided below, along with recommended actions the City could take to resolve issues of concern. Comments are offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with City staff and is available to assist the City to address the comment.

Comment 1: Septic System Conversion to Central Sanitary Sewer System Service

The proposed Amendment is not consistent with the requirements of section 163.3177(6)(c)3., F.S. Chapter No. 2023-169 amended section 163.3177(6)(c)3., F.S., to require the Infrastructure Element to consider the feasibility of providing sanitary sewer services to any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system (OSTDS) per one acre within a 10-year planning horizon, and to identify the wastewater facility (capacity, projected flows for the next 20 years, and timeline for construction of the sanitary sewer system) that could receive the sanitary sewer flows after connection. Section 163.3177(6)(c)3., F.S., requires that each comprehensive plan must be updated to include the required element by July 1, 2024, and as needed thereafter to account for future applicable developments. The proposed Amendment 25-02ER does not include the information required by section 163.3177(6)(c)3., F.S. In addition, please see the enclosed comments (letter dated May 23, 2025) from the Florida Department of Environmental Protection (FDEP), which addresses this specific element.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fideo.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Florida Department of Commerce identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective. "

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.

Harris, Donna

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Friday, May 23, 2025 4:35 PM
To: DCPexternalagencycomments
Cc: Plan_Review
Subject: [EXTERNAL] - Ormond Beach 25-01ER Proposed

CAUTION - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

To: Donna Harris, Senior Plan Processor, Florida Commerce Bureau of Community Planning and Growth

Re: Ormond Beach 25-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction. However, the Department offers the following technical assistance regarding consistency with s. 163.3177, F.S.:

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169, which revised s. 163.3177, F.S., requiring local government comprehensive plans to address the following:

- Within the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and, for local governments not included within a designated Rural Area of Opportunity, a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage treatment and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.)

Based on the Department's records, the City of Ormond Beach has not addressed the above requirements, specifically the inclusion of the wastewater feasibility analysis described in s. 163.3177(6)(c)3, F.S. If applicable developments exist within the jurisdiction, the City must update their general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include the required information as soon as possible to address the existing noncompliance with s. 163.3177, F.S.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Lindy Hen





Volusia Growth Management Commission

May 27, 2025

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

**RE: VGMC #25-015, City of Ormond Beach
Large Scale Amendment – Comprehensive Plan 2045 Update
Evaluation and Appraisal Report (EAR) Comp Plan Amendments
Certificate of Consistency**

Dear Mr. Spraker,

VGMC Case No. 25-015 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case No. 25-015 is hereby deemed certified as consistent without the need for a public hearing.

The Volusia Growth Management Commission appreciates the efforts of the City of Ormond Beach to further intergovernmental cooperation and coordination in Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Debbie Connors

Debbie Connors
VGMC Chair

Planning Board minutes from November 13, 2025

ITEM:

PZ-2024-084

Comprehensive Plan 2045 Update,
Readoption

Recommended for Approval

- Shall be limited to Sundays from 9:00 a.m. to 3:00 p.m.
- Up to ten (10) pop-up tents allowed, generally six-foot by six-foot tents.
- The outdoor activity shall only be for the existing tenants within the Fountain Square development. No itinerant merchants/vendors allowed.
- No outside cooking or open flame allowed.
- No outdoor live music allowed.

Ms. Eaton concluded that the Ormond Main Street Design Committee and the Site Plan Review Committee recommend approval.

Ms. Eaton reviewed the tent locations in response to a question from Mr. Gentry.

Applicant Presentation

Mr. Herve Rabeaux, property manager of Fountain Square, 142 East Granada Boulevard, thanked Ms. Eaton for her presentation and summary. Mr. Rabeaux stated that the application seeks to provide an interesting attraction for locals to visit on Sundays and help tenants make additional sales.

Board Questions

Chairman Thomas asked if there is a restaurant on site. Mr. Rabeaux confirmed that there is a restaurant, but that it is closed on Sundays.

Chairman Thomas stated that this concept reminds him of Europe and that he cannot believe that no one thought of it earlier. He stated that he thought it was a fabulous idea to help merchants and to be a nice place for people to enjoy their shopping experience.

Mr. Jorczak commented that he agreed with Chairman Thomas that this innovation provides business opportunities for the merchants. He stated that he believes that this would be positive for the area.

Mr. Rabeaux stated that Fountain Square is almost at maximum tenant capacity. He reviewed the investment made in Fountain Square and the fact that they bought the building based on his mother-in-law's memories of coming to Fountain Square as a kid. He concluded that they renovated the inside of the property and plan to renovate the outside of it next year.

Chairman Thomas added that it will have lots of charm.

Ms. Shull concurred and stated that she thinks that it is a great idea.

Vice Chair Shull entertained a motion.

Chairman Thomas motioned to approve PZ-2025-201 and Mr. Jorczak seconded it. The vote was called, and the motion was approved (5-0).

E. PZ-2024-084, Comprehensive Plan 2045 Update, Evaluation and Appraisal Report Re-adoption, Comprehensive Plan Amendments

Mr. Spraker stated that this is a Comprehensive Plan amendment to (1) rescind Ordinance 2025-17 and (2) re-adopt the Comprehensive Plan amendments based upon FloridaCommerce comments. He stated that on August 19, 2025, the City Commission approved Ordinance 2025-17, which adopted the Comprehensive Plan amendments. Mr. Spraker noted that on October 17, 2025, FloridaCommere provided

a letter specifying that the amendments were “null and void”, stating that two policies were more restrictive and burdensome under a review of Senate Bill 180.

Mr. Spraker detailed the two policies that led to FloridaCommerce's objections. He stated that subsection (d) of Policy 1.6.4. of the Transportation Element was to be deleted. Mr. Spraker continued that Policy 1.1.9 of the Housing Element was to be deleted in its entirety. Mr. Spraker summarized the actions of the amendments as follows:

1. Rescind Ordinance 2025-17 in its entirety.
2. Re-adopt Comprehensive Plan amendments without:
 - a. Policy 1.6.4.(d) of the Transportation Element.
 - b. Policy 1.1.9. of the Housing Element.
3. All other Goals, Objectives, Policies remain the same.
4. Data and analysis remain the same.
5. Readopted Ordinance will be transmitted back to FloridaCommerce.

Mr. Spraker stated that the Planning staff recommended approval of the Comprehensive Plan amendments.

Board Questions

Chairman Thomas asked what would happen if the Planning Board and the City Commission denied the application. Mr. Spraker responded that the existing Comprehensive Plan 2025 would remain in effect. Mr. Spraker inquired about what Goals, Objectives, or Policies would lead to the recommendation of denial. Chairman Thomas stated that his point is not to disapprove the amendments, but expressed that it really does not matter because the state is going to tell the city what to do.

Mr. Spraker concurred and stated that the alternative would be to challenge the “null and void” letter or to wait and see what happens with Senate Bill 180. He continued that based on the comments provided, the Planning staff recommends deleting the two policies identified as more restrictive and explained that there are certain legislation, as seen in recent and upcoming Land Development Code amendments, that local governments are required to follow.

Chairman Thomas expressed his point in that the state is tying the hands of local government.

Vice Chair Shull added that she had the same thoughts and concurred. She noted that these changes are state-required.

Chairman Thomas stated that people do not realize that we do not have a whole lot of choices. He continued that the state tells local governments what to do.

Mr. Spraker agreed and stated that focus should not be lost on the positive process and changes that resulted from the review.

Vice Chair Shull entertained a motion.

Mr. Railsback motioned to approve PZ-2024-084 and Mr. Gentry seconded the motion. The vote was called, and the motion was approved, with Chairman Thomas in opposition (4-1).



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF ORMOND BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF ORMOND BEACH IN ITS ENTIRETY PURSUANT TO CHAPTER 163, FLORIDA STATUTES; RESCINDING ORDINANCE 2025-17; ADOPTING COMPREHENSIVE PLAN 2045 AMENDMENTS BASED UPON COMMENTS RECEIVED FROM FLORIDACOMMERCE, INCLUDING AMENDMENTS TO THE PLAN ADMINISTRATION, FUTURE LAND USE ELEMENT, TRANSPORTATION ELEMENT, UTILITIES ELEMENT, CONSERVATION ELEMENT, COASTAL MANAGEMENT ELEMENT, HOUSING ELEMENT, RECREATION AND OPEN SPACE ELEMENT, CAPITAL IMPROVEMENTS ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, CULTURAL AND HISTORICAL RESOURCES ELEMENT, PUBLIC SCHOOLS FACILITIES ELEMENT, AND PROPERTY RIGHTS ELEMENT, AND ALL ASSOCIATED MAPS AND FIGURES; PROVIDING FOR THE TRANSMITTAL OF COPIES OF THE AMENDMENTS TO THE FLORIDACOMMERCE; PROVIDING PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an administrative request for Comprehensive Plan amendments related to the Evaluation and Appraisal Report, also known as the Comprehensive Plan 2045 update. This ordinance seeks to rescind ordinance 2025-17 and readopt Comprehensive Plan amendments to the following Elements: Plan Administration, Future Land Use, Transportation, Utilities, Conservation, Coastal Management, Housing, Recreation and Open Space, Capital Improvements, Intergovernmental Coordination, Cultural and Historical Resources, Public School Facilities, and Property Rights based upon comments from FloridaCommerce.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is an ordinance regarding the update of the Comprehensive Plan.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is an ordinance regarding the update of the Comprehensive Plan.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an ordinance regarding the update of the Comprehensive Plan.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an ordinance regarding the update of the Comprehensive Plan.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach
City Commission Agenda
Staff Report

Agenda Date	December 2, 2025	Item No	8.D.
Section	PUBLIC HEARINGS	Category	Public Hearing - Ordinances
Subject	Land Development Code Amendments, Certified Recovery Residences		
Recommended Action	The Planning Board recommended APPROVAL of amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application for administrative Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954.

On June 25, 2025, the Florida Governor signed Senate Bill 954 into law, requiring local governments to adopt an ordinance to establish procedures for the review and approval of certified recovery residences by January 1, 2026. Senate Bill 954 amends Section 397.487, Florida Statutes. The Land Development Code amendments established definitions for certified recovery residences, business tax receipt requirements, a process for requesting reasonable accommodation requests, criteria for review, and an appeal mechanism.

The Planning Board reviewed the proposed Land Development Code amendments and recommended approval to the City Commission.

Financial Impact

None

Citizen Impact

The amendments are based upon Senate Bill 954 and required by Florida Statutes to be implemented by local governments.

Attachments

1. 25-38 Planning- LDC Amendments, Sections 1-22 and 2-57, Certified Recovery Residences (P25-0168G)
2. 11.13.2025, CRR, LDC Amendment PB Staff Report
3. 11.13.2025, Draft Planning Board minutes, CRR
4. Ordinance BIE, LDC Amendment, CRR

ORDINANCE NO. 2025-38

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO CREATE DEFINITIONS, ESTABLISH PROCEDURES, AND DEFINE A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTE SECTION 397.487; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words of the Land Development Code and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to create definitions, establish procedures, and establish a process for the review of reasonable accommodation requests for certified recovery residences as required by Senate Bill 954, codified in Florida Statute Section 397.487; and

WHEREAS, Senate Bill 954 was enacted on July 1, 2025 and requires local governments to adopt an ordinance establishing procedures for the review of certified recovery

residences and a process for the review of reasonable accommodation requests by January 1, 2026;
and

WHEREAS, Senate Bill 954 requires the ordinance establish a process for requesting reasonable accommodations from any local land use regulation that prohibits the establishment of certified recovery residences; and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on November 13, 2025 on the requested amendment and has made recommendations thereon to the City Commission; and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with; and

WHEREAS, for the purposes of this Ordinance, underlined type constitute additions to the original text and ~~striketrough~~ shall constitute deletions to the original text; and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-22, Definition of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code*, is hereby amended to the following:

Certificate of use ... (No change in existing text) ...

Certified recovery residence means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

- (a) A Level I certified recovery residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
- (b) A Level II certified recovery residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
- (c) A Level III certified recovery residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
- (d) A Level IV certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

Certified recovery residence administrator means a recovery residence administrator who holds a valid certificate of compliance.

Change of use ... (No change in existing text)...

SECTION TWO. Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2,

District and General Regulations of the City of Ormond Beach *Land Development Code*, is hereby amended to the following:

(13) *Cemetery*. ...(No change in existing text)...

(14) *Certified Recovery Residences*.

- (a) *Florida Statue requirements*. Certified Recovery Residences are defined within Section 397.311 Florida Statutes, as amended, and provide the regulations for review and approval of applications for reasonable accommodations in applying the city's ordinances, rules, policies, and procedures consistent with the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA").
- (b) *Establishment of a certified recovery residence*. A certified recovery residence may be established in zoning districts that allow multi-family use and must comply with Section 2-57 of this Code for that zoning district and all other applicable land development regulations, except that reasonable accommodation(s) may be requested pursuant to this section. The city may not regulate the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district.
- (c) *Business Tax Receipt required*. All certified recovery residences are required to obtain a Business Tax Receipt.
- (d) *Filing a reasonable accommodation request to establish a certified recovery residence*. A request for a reasonable accommodation under this section from the land development regulations, rules, policies, and procedures of the City that may hinder the establishment of a certified recovery residence shall be made through the city electronic permitting system and shall at a minimum provide the following information:
 - 1. Name and contact information of the applicant.
 - 2. If the applicant is not the certified recovery residence administrator who will be actively managing the recovery residence, the administrator's name, and contact information.
 - 3. Copy of recovery residence administrator certification.
 - 4. Florida Association of Recovery Residences, (FARR) location certification.
 - 5. The location where reasonable accommodation is requested including the address and parcel identification number.

6. A description of the facility operations, including the number of beds and services provided.
 7. A description of the accommodation needed, identifying the ordinances, rules, or policies for which the applicant needs reasonable accommodation, and why it is necessary.
 8. Any additional information or documentation the applicant feels is necessary to support the request for reasonable accommodation.
 9. No fees or costs may be imposed for applications submitted under this section or an appeal of a decision for such application.
- (e) Review process. The following review process shall apply to applications for reasonable accommodation request(s) to establish a certified recovery residence:
1. The application shall be date-stamped when received.
 2. The applicant shall be notified in writing within the first 30 days of the submittal if additional information or documents are required. The applicant shall have 30 days to respond and provide the additional information or additional documents that have been requested.
 3. The review process shall not require public hearings beyond the minimum required by law to grant the requested accommodation.
 4. Within 60 days of receiving the completed application, the Planning Director shall review the request for reasonable accommodation based on the criteria of subsection (f) and make a determination.
 - a. Approve the accommodation request as submitted;
 - b. Approve a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request, or approve a reasonable alternative accommodation; or
 - c. Deny the accommodation request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.
 5. If the final written determination is not issued within 60 days after the receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.
 6. In the event that a reasonable accommodation is granted, the Applicant shall continue to comply with any and all other applicable building and/or site permitting processes required by the city's Land Development Code and all other state and federal laws.

7. A reasonable accommodation is specific to the Applicant and does not run with the subject property.
 8. The application of Florida Statutes 397.487 does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.
- (f) Criteria. The following criteria shall be used in reviewing an application for a reasonable accommodation request for establishing a certified recovery residence:
1. Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.
 2. Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual, an equal opportunity to use and enjoy the property.
 3. Whether the requested accommodation would impose an undue financial or administrative burden on the city.
 4. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the city.
 5. If applicable, whether alternative reasonable accommodations could provide an equivalent level of benefit.
 6. Any other relevant criteria under applicable laws.
 7. That applicant adheres to all applicable state and federal laws relating to Certified Recovery Residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a certified recovery residence.
- (g) Appeal. Whenever the applicant disagrees with the determination of the Planning Director, or any of the conditions imposed as part of the terms under which the reasonable accommodation is approved, they may elect to appeal the application per Section 1-19 of this code.
- (h) Revocation. The approval granted under this Section for a reasonable accommodation may be revoked or modified if the recovery residence fails to maintain certification or licensure required under state law and it is not reinstated within 180 days, or a violation of any provision of the determination granting the reasonable accommodation is found.

- ~~(14)~~ (15) *Child care facility.* ...(No change in existing text)...
- ~~(15)~~ (16) *Clubs and fraternal organizations.* ...(No change in existing text)...
- ~~(16)~~ (17) *Cluster subdivisions.* ...(No change in existing text)...
- ~~(17)~~ (18) *Community residential home.* ...(No change in existing text)...-
- ~~(18)~~ (19) *Convenience food store, type A.* ...(No change in existing text)...
- ~~(19)~~ (20) *Convenience food store, type B.* ...(No change in existing text)...
- ~~(20)~~ (21) *Convenience food store, type C.* ...(No change in existing text)...
- ~~(21)~~ (22) *Dry cleaning plants and systems.* ...(No change in existing text)...
- ~~(22)~~ (23) *Dwelling, multifamily.* ...(No change in existing text)...
- ~~(23)~~ (24) *Dwelling, quadruplex.* ...(No change in existing text)...
- ~~(24)~~ *Reserved.*
- (25) *Farmer's Market.* ...(No change in existing text)...

SECTION THREE All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 2nd day of December 2025.

PASSED UPON at the second and final reading of the City Commission, this 16th day of December 2025.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PLANNING BOARD STAFF REPORT

**Land Development Code (LDC) Amendments
Certified Recovery Residences
Project Number: PZ-2025-204**

PLANNING BOARD DATE:	November 13, 2025
TENTATIVE CITY COMMISSION DATES:	December 2, 2025 (1 st Reading) December 16, 2025 (2 nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ 2025-204
SUBJECT:	Land Development Code amendment, Certified Recovery Residences: Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director Robin Gaweł, Senior Planner

SECTION 1, INTRODUCTION: This is an application for administrative Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954.

SECTION 2, BACKGROUND: On June 25, 2025, the Florida Governor signed Senate Bill 954 into law, requiring local governments to adopt an ordinance to establish procedures for the review and approval of certified recovery residences by January 1, 2026. Senate Bill 954 amends Section 397.487, Florida Statutes. Attachment 1 includes (1) Senate Bill 954, (2) analysis of Senate Bill 954, and (3) amended Section 397.487 Florida Statutes. The proposed Land Development Code would amend:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words.
2. Section 2-57, Criteria for review of specific conditional and special exception.

SECTION 3, ANALYSIS: The purpose of the Land Development Code amendment is to implement the requirements of Senate Bill 954. The proposed Land Development Code amendments are included in Attachment 2. The proposed amendments perform the following actions:

1. Add definitions for certified recovery residences and certified recovery residence administrators. These definitions are copied from Section 397.311(5) and (6), Florida Statutes.
2. Section 2-57 of the Land Development Code is amended as follows:
 - (a) Florida Statutes requirements. Links local regulation to the Florida Statutes and state procedures, which must be consistent with the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA").
 - (b) Establishment of certified recovery residences. This use may be established in any zoning district that allows multifamily residential and would be treated as a residential use. Under Florida Statute, the city may not regulate the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district.
 - (c) Business Tax Receipt. All certified recovery residences must obtain a business tax receipt.
 - (d) Filing a reasonable accommodation request to establish a certified recovery residences. This section specifies the information required to be submitted with a request for a reasonable accommodation under this section, as well as the land development regulations, rules, policies, and procedures of the city that may hinder the establishment of certified recovery residences.
 - (e) Review process. This section establishes the review process for applications for reasonable accommodations. The Land Development Code amendment designates the Planning Director as the reviewer for requests for reasonable accommodations. The review must be completed within 60 days of the application.
 - (f) Criteria. This section establishes review criteria for requests by certified recovery residences for reasonable accommodation.
 - (g) Appeals. Appeals of determinations for reasonable accommodation for certified recovery residences would follow Section 1-19 of the Land Development Code.
 - (h) Revocation. Florida Statutes allow the revocation of approvals granted for a reasonable accommodation if the recovery residences fail to maintain certification or licensure required under state law and are not reinstated within 180 days, or if a violation of any provision of the determination granting the reasonable accommodation is found.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires certain criteria that must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

No development is proposed as part of the proposed amendment. This is an administrative amendment to establish procedures for the review and action of certified recovery residences, consistent with Section 397.487 of the Florida Statutes, based on Senate Bill 954. The analysis of Senate Bill 954 is provided in Attachment 1. The amendment will not create undue crowding beyond the conditions normally permitted in the zoning district, nor will it adversely affect 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 to establish procedures for the review and action of certified recovery residences, consistent with Section 397.487 of the Florida Statutes, based on Senate Bill 954.

- 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 to the regulations to establish procedures for the review and action of certified recovery residences, consistent with Section 397.487 of the Florida Statutes, based on Senate Bill 954. 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.**

No development is proposed as part of the amendment. The application pertains to a Land Development Code amendment.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

No development is proposed as part of the amendment. This is an administrative amendment to the regulations to establish procedures for the review and action of certified recovery residences, consistent with Section 397.487 of the Florida Statutes, based on Senate Bill 954.

- 8. The proposed development provides for the safety of occupants and visitors.**

No development is proposed as part of the amendment. This is an administrative amendment to the regulations to establish procedures for the review and action of certified recovery residences, consistent with Section 397.487 of the Florida Statutes, based on Senate Bill 954.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

No development is proposed as part of the amendment. This is an administrative amendment to the regulations to establish procedures for the review and action of certified recovery residences, consistent with Section 397.487 of the Florida Statutes, based on Senate Bill 954.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954 as shown in Attachment 2.

Attachment 1: Senate Bill 954, Senate Bill 954 analysis, Section 397.487, Florida Statutes
Attachment 2: Proposed Land Development Code amendments

ATTACHMENT 1

- ❖ **Senate Bill 954**
- ❖ **Senate Bill 954 analysis**
- ❖ **Section 397.487, Florida Statutes**

2025954er

1
2 An act relating to certified recovery residences;
3 amending s. 397.487, F.S.; requiring, by a specified
4 date, the governing body of each county or
5 municipality to adopt an ordinance to establish
6 procedures for the review and approval of certified
7 recovery residences; requiring that such ordinance
8 include a process for requesting reasonable
9 accommodations from any local land use regulation that
10 serves to prohibit the establishment of a certified
11 recovery residence; specifying criteria for the
12 ordinance; providing that the ordinance may establish
13 additional requirements for the review and approval of
14 reasonable accommodation requests; requiring that such
15 additional requirements be consistent with federal law
16 and not conflict with the act; prohibiting the
17 ordinance from requiring public hearings beyond the
18 minimum required by law; providing that the ordinance
19 may include provisions for revocation of a granted
20 accommodation for cause, if the accommodation is not
21 reinstated within a specified timeframe; providing
22 construction; amending s. 397.4871, F.S.; providing
23 that the personnel-to-resident ratio for a certified
24 recovery residence must be met only when the residents
25 are at the residence; providing that a certified
26 recovery residence administrator for Level IV
27 certified recovery residences which maintains a
28 specified personnel-to-patient ratio has a limitation
29 on the number of residents it may manage; providing an

2025954er

effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (15) and (16) are added to section 397.487, Florida Statutes, to read:

397.487 Voluntary certification of recovery residences.—

(15) (a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date-stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of

2025954er

59 a completed application. The determination must:

60 a. Approve the request in whole or in part, with or without
61 conditions; or

62 b. Deny the request, stating with specificity the
63 objective, evidence-based reasons for denial and identifying any
64 deficiencies or actions necessary for reconsideration.

65 5. Provide that if a final written determination is not
66 issued within 60 days after receipt of a completed application,
67 the request is deemed approved unless the parties agree in
68 writing to a reasonable extension of time.

69 6. Require that the application include, at a minimum:

70 a. The name and contact information of the applicant or the
71 applicant's authorized representative;

72 b. The property address and parcel identification number;
73 and

74 c. A description of the accommodation requested and the
75 specific regulation or policy from which relief is sought.

76 (c) The ordinance may establish additional requirements for
77 the review or approval of reasonable accommodation requests for
78 establishing a certified recovery residence, provided such
79 requirements are consistent with federal law and do not conflict
80 with this subsection.

81 (d) The ordinance may not require public hearings beyond
82 the minimum required by law to grant the requested
83 accommodation.

84 (e) The ordinance may include provisions for the revocation
85 of a granted accommodation of a certified recovery residence for
86 cause, including, but not limited to, a violation of the
87 conditions of approval or the lapse, revocation, or failure to

2025954er

maintain certification or licensure required under this section,
if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable
accommodation process does not relieve the local government from
its obligations under the Fair Housing Amendments Act of 1988,
42 U.S.C. ss. 3601 et seq., and Title II of the Americans with
Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for
which the applicant is seeking a reasonable accommodation must
not facially discriminate against or otherwise disparately
impact the applicant.

(16) The application of this section does not supersede any
current or future declaration or declaration of condominium
adopted pursuant to chapter 718; any cooperative document
adopted pursuant to chapter 719; or any declaration or
declaration of covenant adopted pursuant to chapter 720.

Section 2. Paragraph (c) of subsection (8) of section
397.4871, Florida Statutes, is amended to read:

397.4871 Recovery residence administrator certification.—

(8)

(c) Notwithstanding paragraph (b), a Level IV certified
recovery residence operating as community housing as defined in
s. 397.311(9), which residence is actively managed by a
certified recovery residence administrator approved for 100
residents under this section and is wholly owned or controlled
by a licensed service provider, may:

1. Actively manage up to 150 residents so long as the
licensed service provider maintains a service provider
personnel-to-patient ratio of 1 to 8 and maintains onsite
supervision at the residence during times when residents are at

2025954er

the residence ~~24 hours a day, 7 days a week,~~ with a personnel-
to-resident ratio of 1 to 10.

2. Actively manage up to 300 residents, so long as the
licensed service provider maintains a service provider
personnel-to-patient ratio of 1 to 8 and maintains onsite
supervision at the residence during times when residents are at
the residence with a personnel-to-resident ratio of 1 to 6.

A certified recovery residence administrator who has been
removed by a certified recovery residence due to termination,
resignation, or any other reason may not continue to actively
manage more than 50 residents for another service provider or
certified recovery residence without being approved by the
credentialing entity.

Section 3. This act shall take effect July 1, 2025.

The Florida Senate
BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Rules

BILL: CS/CS/CS/SB 954

INTRODUCER: Rules Committee; Appropriations Committee on Health and Human Services;
Community Affairs Committee; Senators Gruters and Rouson

SUBJECT: Certified Recovery Residences

DATE: April 22, 2025

REVISED: _____

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	Fav/CS
2.	Sneed	McKnight	AHS	Fav/CS
3.	Hackett	Yeatman	RC	Fav/CS

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/CS/SB 954 requires local governments to adopt an ordinance, subject to certain restrictions, to formalize and streamline the process for applicants seeking reasonable accommodations from land use regulations in order to open a certified recovery residence.

For certain Level IV certified recovery residences, the bill also eliminates staffing requirements when patients are not present, and increases the number of residents that a recovery residence administrator can oversee from 150 to 300 if the operator maintains a minimum 1:6 personnel-to-resident ratio when residents are present.

The bill has no fiscal impact on state revenues or expenditures. **See Section V., Fiscal Impact Statement.**

The bill takes effect July 1, 2025.

II. Present Situation:

Substance abuse is the harmful or hazardous use of psychoactive substances, including alcohol and illicit drugs.¹ According to the Diagnostic and Statistical Manual of Mental Disorders, Fifth

¹ The World Health Organization, *Mental Health and Substance Abuse*, available at <https://www.who.int/westernpacific/about/how-we-work/programmes/mental-health-and-substance-abuse>; (last visited

Edition (DSM-5), a diagnosis of substance use disorder (SUD) is based on evidence of impaired control, social impairment, risky use, and pharmacological criteria.² SUD occurs when an individual chronically uses alcohol or drugs, resulting in significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home.³ Repeated drug use leads to changes in the brain's structure and function that can make a person more susceptible to developing a substance abuse disorder.⁴ Imaging studies of brains belonging to persons with SUD reveal physical changes in areas of the brain critical to judgment, decision making, learning and memory, and behavior control.⁵

In 2021, approximately 46.3 million people aged 12 or older had a SUD related to corresponding use of alcohol or illicit drugs within the previous year.⁶ The most common substance abuse disorders in the United States are from the use of alcohol, tobacco, cannabis, opioids, hallucinogens, and stimulants. Provisional data from the CDC's National Center for Health Statistics indicate there were an estimated 107,622 drug overdose deaths in the United States during 2021 (the last year for which there is complete data), an increase of nearly 15% from the 93,655 deaths estimated in 2020.⁷

Substance Abuse Treatment in Florida

In the early 1970s, the federal government enacted laws creating formula grants for states to develop continuums of care for individuals and families affected by substance abuse. The laws resulted in separate funding streams and requirements for alcoholism and drug abuse. In response to the laws, the Florida Legislature enacted chs. 396 and 397, F.S., relating to alcohol and drug abuse, respectively.⁸ Each of these laws governed different aspects of addiction, and thus had different rules promulgated by the state to fully implement the respective pieces of legislation.⁹ However, because persons with substance abuse issues often do not restrict their misuse to one substance or another, having two separate laws dealing with the prevention and treatment of addiction was cumbersome and did not adequately address Florida's substance abuse problem.¹⁰

March 28, 2025); the National Institute on Drug Abuse (NIDA), *The Science of Drug Use and Addiction: The Basics*, available at <https://www.drugabuse.gov/publications/media-guide/science-drug-use-addiction-basics> (last visited March 28, 2025).

² The National Association of Addiction Treatment Providers, *Substance Use Disorder*, available at <https://www.naatp.org/resources/clinical/substance-use-disorder> (last visited March 28, 2025).

³ Substance Abuse and Mental Health Services Administration (SAMHSA), *Substance Use Disorders*, <http://www.samhsa.gov/disorders/substance-use> (last visited March 28, 2025).

⁴ The NIDA, *Drugs, Brains, and Behavior: The Science of Addiction*, available at <https://www.drugabuse.gov/publications/drugs-brains-behavior-science-addiction/drug-abuse-addiction> (last visited March 28, 2025).

⁵ *Id.*

⁶ SAMHSA, *Highlights for the 2021 National Survey on Drug Use and Health*, p. 2, available at <https://www.samhsa.gov/data/sites/default/files/2022-12/2021NSDUHFFRHighlights092722.pdf> (last visited March 28, 2025).

⁷ The Center for Disease Control and Prevention, National Center for Health Statistics, *U.S. Overdose Deaths In 2021 Increased Half as Much as in 2020 – But Are Still Up 15%*, available at https://www.cdc.gov/nchs/pressroom/nchs_press_releases/2022/202205.htm (last visited March 28, 2025).

⁸ *Id.*

⁹ *Id.*

¹⁰ The Center for Disease Control and Prevention, National Center for Health Statistics, *U.S. Overdose Deaths In 2021 Increased Half as Much as in 2020 – But Are Still Up 15%*, available at https://www.cdc.gov/nchs/pressroom/nchs_press_releases/2022/202205.htm (last visited March 28, 2025).

In 1993, legislation was adopted to combine ch. 396 and 397, F.S., into a single law, the Hal S. Marchman Alcohol and Other Drug Services Act (Marchman Act).¹¹

The Marchman Act encourages individuals to seek services on a voluntary basis within the existing financial and space capacities of a service provider.¹² However, denial of addiction is a prevalent symptom of SUD, creating a barrier to timely intervention and effective treatment.¹³ As a result, treatment typically must stem from a third party providing the intervention needed for SUD treatment.¹⁴

The Department of Children and Families (DCF) administers a statewide system of safety net services for substance abuse and mental health (SAMH) prevention, treatment, and recovery for children and adults who are otherwise unable to obtain these services. Services are provided based upon state and federally established priority populations.¹⁵ The DCF provides treatment for SUD through a community-based provider system offering detoxification, treatment, and recovery support for individuals affected by substance misuse, abuse, or dependence.¹⁶

- **Detoxification Services:** Detoxification services use medical and clinical procedures to assist individuals and adults as they withdraw from the physiological and psychological effects of substance abuse.¹⁷
- **Treatment Services:** Treatment services¹⁸ include a wide array of assessment, counseling, case management, and support that are designed to help individuals who have lost their ability to control their substance use on their own and require formal, structured intervention and support.¹⁹
- **Recovery Support:** Recovery support services, including transitional housing, life skills training, parenting skills, and peer-based individual and group counseling are offered during and following treatment to further assist individuals in their development of the knowledge and skills necessary to maintain their recovery.²⁰

¹¹ Chapter 93-39, s. 2, L.O.F., which codified current ch. 397, F.S.

¹² See s. 397.601(1) and (2), F.S. An individual who wishes to enter treatment may apply to a service provider for voluntary admission. Within the financial and space capabilities of the service provider, the individual must be admitted to treatment when sufficient evidence exists that he or she is impaired by substance abuse and his or her medical and behavioral conditions are not beyond the safe management capabilities of the service provider.

¹³ Darran Duchene and Patrick Lane, *Fundamentals of the Marchman Act*, Risk RX, Vol. 6 No. 2 (Apr. – Jun. 2006) State University System of Florida Self-Insurance Programs, available at <http://flbog.sip.ufl.edu/risk-rx-article/fundamentals-of-the-marchman-act/> (last visited March 28, 2025) (hereinafter cited as “Fundamentals of the Marchman Act”).

¹⁴ *Id.*

¹⁵ See chs. 394 and 397, F.S.

¹⁶ The Department of Children and Families, *Treatment for Substance Abuse*, available at <https://www.myflfamilies.com/services/samh/treatment> (last visited March 28, 2025).

¹⁷ *Id.*

¹⁸ *Id.* Research indicates that persons who successfully complete substance abuse treatment have better post-treatment outcomes related to future abstinence, reduced use, less involvement in the criminal justice system, reduced involvement in the child-protective system, employment, increased earnings, and better health.

¹⁹ *Id.*

²⁰ The Department of Children and Families, *Treatment for Substance Abuse*, available at <https://www.myflfamilies.com/services/samh/treatment> (last visited March 28, 2025).

Day or Night Treatment with Community Housing

The DCF licenses “Day or Night Treatment” facilities both with and without community housing components. Day or night treatment programs provide substance use treatment as a service in a nonresidential environment, with a structured schedule of treatment and rehabilitative services.²¹ Day or night treatment programs with community housing are intended for individuals who can benefit from living independently in peer community housing while participating in treatment services for a minimum of 5 hours a day or 25 hours per week.²²

Day or night treatment with community housing is appropriate for individuals who do not require structured, 24 hours a day, 7 days a week residential treatment.²³ The housing must be provided and managed by the licensed service provider, including room and board and any ancillary services such as supervision, transportation, and meals. Activities for day or night treatment with community housing programs emphasize rehabilitation and treatment services using multidisciplinary teams to provide integration of therapeutic and family services.²⁴ This component allows individuals to live in a supportive, community housing location while participating in treatment. Treatment must not take place in the housing where the individuals live, and the housing must be utilized solely for the purpose of assisting individuals in making a transition to independent living.²⁵ Individuals who are considered appropriate for this level of care:

- Would not have active suicidal or homicidal ideation or present a danger to self or others;
- Are able to demonstrate motivation to work toward independence;
- Are able to demonstrate a willingness to live in supportive community housing;
- Are able to demonstrate commitment to comply with rules established by the provider;
- Are not in need of detoxification or residential treatment; and
- Typically need ancillary services such as transportation, assistance with shopping, or assistance with medical referrals and may need to attend and participate in certain social and recovery oriented activities in addition to other required clinical services.²⁶

Services provided by such programs may include:

- Individual counseling;
- Group counseling;
- Counseling with families or support system;
- Substance-related and recovery-focused education, such as strategies for avoiding substance use or relapse, information regarding health problems related to substance use, motivational enhancement, and strategies for achieving a substance-free lifestyle;
- Life skills training such as anger management, communication skills, employability skills, problem solving, relapse prevention, recovery management, decision-making, relationship skills, symptom management, and food purchase and preparation;

²¹ Section 397.311(26)(a)2., F.S.

²² Section 397.311(26)(a)3., F.S.

²³ Rule 65D-30.0081(1), F.A.C.

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.*

- Expressive therapies, such as recreation therapy, art therapy, music therapy, or dance (movement) therapy to provide the individual with alternative means of self-expression and problem resolution;
- Training or provision of information regarding health and medical issues;
- Employment or educational support services to assist individuals in becoming financially independent;
- Nutrition education; and
- Mental health services for the purpose of:
 - Managing individuals with disorders who are stabilized,
 - Evaluating individuals' needs for in-depth mental health assessment,
 - Training individuals to manage symptoms; and
 - If the provider is not staffed to address primary mental health problems that may arise during treatment, the provider shall initiate a timely referral to an appropriate provider for mental health crises or for the emergence of a primary mental health disorder in accordance with the provider's policies and procedures.²⁷

Each enrolled individual must receive a minimum of 25 hours of service per week, including:

- Counseling;
- Group counseling; or
- Counseling with families or support systems.²⁸

Each provider is required to arrange for or provide transportation services, if needed and as appropriate, to clients who reside in community housing.²⁹ Each provider must have an awake, paid employee on the premises at all times at the treatment location when one or more individuals are present.³⁰ For adults, the provider must have a paid employee on call during the time when individuals are at the community housing location.³¹ In addition, the provider must have an awake, paid employee at the community housing location at all times if individuals under the age of 18 are present.³² No primary counselor may have a caseload that exceeds 15 individuals.³³ For individuals in treatment who are granted privilege to self-administer their own medications, provider staff are not required to be present for the self-administration.³⁴

Recovery Residences

Recovery residences (also known as “sober homes” or “sober living homes”) are alcohol- and drug-free living environments for individuals in recovery who are attempting to maintain abstinence from alcohol and drugs.³⁵ These residences offer no formal treatment and are, in some cases, self-funded through resident fees.

²⁷ Rule 65D-30.0081(2), F.A.C.

²⁸ Rule 65D-30.0081(4), F.A.C.

²⁹ Rule 65D-30.0081(5), F.A.C.

³⁰ Rule 65D-30.0081(6), F.A.C.

³¹ *Id.*

³² *Id.*

³³ Rule 65D-30.0081(7), F.A.C.

³⁴ Rule 65D-30.0081(8), F.A.C.

³⁵ SAMSHA, *Recovery Housing: Best Practices and Suggested Guidelines*, p. 2, available at <https://www.samhsa.gov/sites/default/files/housing-best-practices-100819.pdf> (last visited March 28, 2025).

A recovery residence is defined as “a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment.”³⁶

Staffing Requirements for Certified Recovery Residences

A certified recovery residence administrator (CRAA) may actively manage up to 50 residents at any given time, though may manage up to 100 residents if written justification is provided to, and approved by, the credentialing entity as to how the administrator is able to effectively and appropriately respond to the needs of the residents, maintain residence standards, and meet the residence certification requirements.³⁷ CRRAs at certain Level IV certified recovery residences (those operating as community housing as defined in s. 397.311(9), F.S., which residence is actively managed by a certified recovery residence administrator approved for 100 residents under this section and is wholly owned or controlled by a licensed service provider) are allowed to actively manage up to 150 residents provided certain conditions are met:

- Maintains a personnel-to-patient ratio of 1 to 8;
- Maintains onsite supervision at the residence 24 hours a day, 7 days a week; and
- Has a personnel-to-resident ratio of 1 to 10.³⁸

Recovery Residence Levels of Support

Section 397.311(5), F.S., establishes a four level-classification of certified recovery residences, including:

- Level I—houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
- Level II—encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
- Level III—offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
- Level IV—is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a

³⁶ Section 397.311(38), F.S.

³⁷ Section 397.4871(6)(b), F.S.

³⁸ Section 397.4871(8)(b) and (c), F.S.

recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

Voluntary Certification of Recovery Residences and Administrators in Florida

Florida has a voluntary certification programs for recovery residences and recovery residence administrators, conducted by private credentialing entities.³⁹ Under the voluntary certification program, the DCF has approved two credentialing entities to design the certification programs and issue certificates: the Florida Association of Recovery Residences (FARR) certifies recovery residences and the Florida Certification Board (FCB) certifies recovery residence administrators.⁴⁰ Under the voluntary certification program, recovery residences are classified into four levels of care, with Level IV being the most intense level.⁴¹

Credentialing entities must require prospective recovery residences to submit the following documents with a completed application and fee:

- A policy and procedures manual containing:
 - Job descriptions for all staff positions;
 - Drug-testing procedures and requirements;
 - A prohibition on the premises against alcohol, illegal drugs, and the use of prescribed medications by an individual other than the individual for whom the medication is prescribed;
 - Policies to support a resident's recovery efforts; and
 - A good neighbor policy to address neighborhood concerns and complaints.
- Rules for residents;
- Copies of all forms provided to residents;
- Intake procedures;
- Sexual predator and sexual offender registry compliance policy;
- Relapse policy;
- Fee schedule;
- Refund policy;
- Eviction procedures and policy;
- Code of ethics;
- Proof of insurance;
- Proof of background screening; and
- Proof of satisfactory fire, safety, and health inspections.⁴²

Patient Referrals

While certification is voluntary, Florida law incentivizes certification. Since 2016, Florida has prohibited licensed substance abuse service providers from referring patients to a recovery residence unless the recovery residence holds a valid certificate of compliance and is actively

³⁹ Sections 397.487 through 397.4872, F.S.

⁴⁰ The Department of Children and Families, *Recovery Residence Administrators and Recovery Residences*, available at <https://www.myflfamilies.com/services/samh/recovery-residence-administrators-and-recovery-residences> (last visited March 28, 2025).

⁴¹ Section 397.311, F.S., and sections 397.487 through 397.4873, F.S.

⁴² Section 397.487(3), F.S.

managed by a certified recovery residence administrator (CRRRA).⁴³ There are certain exceptions that allow referrals to or from uncertified recovery residences, including any of the following:

- A licensed service provider under contract with a behavioral health managing entity.
- Referrals by a recovery residence to a licensed service provider when the recovery residence or its owners, directors, operators, or employees do not benefit, directly or indirectly, from the referral.
- Referrals made before July 1, 2018, by a licensed service provider to that licensed service provider's wholly owned subsidiary.
- Referrals to, or accepted referrals from, a recovery residence with no direct or indirect financial or other referral relationship with the licensed service provider, and that is democratically operated by its residents pursuant to a charter from an entity recognized or sanctioned by Congress, and where the residence or any resident of the residence does not receive a benefit, directly or indirectly, for the referral.⁴⁴

Service providers are required to record the name and location of each recovery residence that the provider has referred patients to or received referrals from in the DCF Provider Licensure and Designations System.⁴⁵ Prospective service providers must also include the names and locations of any recovery residences which they plan to refer patients to, or accept patients from, on their application for licensure.⁴⁶

Residences managed by a certified recovery residence administrator approved for up to 100 residents and wholly owned or controlled by a licensed service provider may accommodate up to 150 residents under certain conditions.⁴⁷ These conditions include maintaining a service provider personnel-to-patient ratio of 1 to 8 and providing onsite supervision 24/7 with a personnel-to-resident ratio of 1 to 10. Additionally, administrators overseeing Level IV certified recovery residences with a personnel-to-resident ratio of 1 to 6 are not subject to limitations on the number of residents they may manage.

Zoning and Land Use

The Growth Management Act requires every city and county to create and implement a comprehensive plan to guide future development.⁴⁸ All development, both public and private, and all development orders⁴⁹ approved by local governments must be consistent with the local government's comprehensive plan unless otherwise provided by law.⁵⁰ The Future Land Use Element in a comprehensive plan establishes a range of allowable uses and densities and

⁴³ Section 397.4873(1), F.S.

⁴⁴ Section 397.4873(2)(a)-(d), F.S.

⁴⁵ Section 397.4104(1), F.S.

⁴⁶ Section 397.403(1)(j), F.S.

⁴⁷ Section 397.4871(8)(c), F.S.

⁴⁸ Section 163.3167(2), F.S.

⁴⁹ "Development order" means any order granting, denying, or granting with conditions an application for a development permit. See s. 163.3164(15), F.S. "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. See s. 163.3164(16), F.S.

⁵⁰ Section 163.3194(3), F.S.

intensities over large areas, and the specific use and intensities for specific parcels within that range are decided by a more detailed, implementing zoning map.⁵¹

III. Effect of Proposed Changes:

Section 1 amends s. 397.487, F.S., to require counties and municipalities, by January 1, 2026, to adopt an ordinance establishing procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from land use regulations that otherwise prohibit such establishment. The bill requires that the ordinance:

- Be consistent with state and federal law;
- Establish a written application process;
- Require the local government to date-stamp each application upon receipt, and request additional information within 30 days if required, giving 30 days for such response;
- Require final written determination within 60 days which either approves in whole or part, with or without conditions, or denies the request, stating with specificity the objective reasons for denial and process for reconsideration;
- Provide that an application which does not receive final determination within 60 days is deemed approved unless the parties agree to extension; and
- Require the application to include the name and contact information of the applicant, the property address and parcel identification number, and a description of any accommodation requested.

The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests, but may not require public hearings beyond the minimum required by law to grant the requested accommodation. The ordinance may include provisions for the revocation of a granted accommodation for cause such as a violation of conditions or failure to maintain certification.

The bill also clarifies that the ordinance does not supersede covenants and restrictions related to condominium or homeowners' associations.

Section 2 amends s. 397.4871, F.S., to provide that a certified recovery residence administrator for level IV certified recovery residence which maintains a personnel-to-resident ratio of 1 to 6 may manage up to 300 residents. Currently the maximum allowed is 150 residents with a 1 to 8 ratio. The bill also amends the 24/7 onsite supervision requirement to only apply during times when residents are at the residence.

The bill takes effect July 1, 2025.

⁵¹ Richard Grosso, A Guide to Development Order "Consistency" Challenges Under Florida Statutes Section 163.3215, 34 J. Envtl. L. & Litig. 129, 154 (2019) citing Brevard Cty. v. Snyder, 627 So. 2d 469, 475 (Fla. 1993).

IV. Constitutional Issues:**A. Municipality/County Mandates Restrictions:**

Article VII, s. 18(a) of the Florida Constitution provides, in part, that a county or municipality may not be bound by a general law requiring a county or municipality to spend funds or take an action that requires the expenditure of funds unless certain specified exemptions or exceptions are met. The bill requires counties and municipalities to expend funds associated with the requirement to enact an ordinance for the review and approval of certified recovery residences. However, the mandate requirement does not apply to laws having an insignificant impact,⁵² which for Fiscal Year 2025-2026 is forecast at approximately \$2.4 million.⁵³ The aggregate cost for local governments to implement this provision is likely insignificant.

However, if the bill does qualify as a mandate, in order to be binding upon cities and counties, the bill must contain a finding of important state interest and be approved by a two-thirds vote of the membership of each house.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:**A. Tax/Fee Issues:**

None.

B. Private Sector Impact:

The overall effect of the bill may be to simplify the establishment and maintenance of a recovery residence, providing an indeterminate positive impact.

⁵² FLA. CONST. art. VII, s. 18(d).

⁵³ An insignificant fiscal impact is the amount not greater than the average statewide population for the applicable fiscal year times \$0.10. See Fla. Senate Comm. On Cmty. Affairs, Interim Report 2012-115: Insignificant Impact (Sept. 2011), available at: <http://www.flsenate.gov/PublishedContent/Session/2012/InterimReports/2012-115ca.pdf>.

C. Government Sector Impact:

Counties and municipalities will likely incur administrative expenses associated with the development and noticing of the ordinance required in section 1 of the bill.

The bill has no fiscal impact on state revenues or expenditures.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 397.487 and 397.4871.

IX. Additional Information:**A. Committee Substitute – Statement of Substantial Changes:**
(Summarizing differences between the Committee Substitute and the prior version of the bill.)**CS/CS/CS by Rules on April 21, 2025:**

The committee substitute revises the mechanic for local approval of certified recovery residences to require that local governments adopt an ordinance outlining procedures for approving certified recovery residences within their jurisdiction, with certain conditions on the nature and scope of the ordinance.

CS/CS by Appropriations Committee on Health and Human Services on April 15, 2025:

The committee substitute changes the maximum number of residents that can be actively managed by a certified recovery residence administrator for Level IV certified recovery residence to 300 residents.

CS by Community Affairs on March 31, 2025:

The committee substitute removes all provisions of the bill except:

- The provisions of section 4 declaring a certified recovery residence is deemed a nontransient residential use of land for the purposes of all local zoning ordinances. The provisions requiring administrative approval and a reduction of parking requirements are removed.
- Section 5, adjusting bed limits by personnel-to-resident ratio. This provision is modified to provide a 500 resident limit.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

Select Year: 2025 

The 2025 Florida Statutes

[Title XXIX](#)
PUBLIC HEALTH

[Chapter 397](#)
SUBSTANCE ABUSE SERVICES

[View Entire Chapter](#)

397.487 Voluntary certification of recovery residences.—

(1) The Legislature finds that a person suffering from addiction has a higher success rate of achieving long-lasting sobriety when given the opportunity to build a stronger foundation by living in a recovery residence while receiving treatment or after completing treatment. The Legislature further finds that this state and its subdivisions have a legitimate state interest in protecting these persons, who represent a vulnerable consumer population in need of adequate housing. It is the intent of the Legislature to protect persons who reside in a recovery residence.

(2) The department shall approve at least one credentialing entity by December 1, 2015, for the purpose of developing and administering a voluntary certification program for recovery residences. The approved credentialing entity shall:

- (a) Establish recovery residence certification requirements.
- (b) Establish procedures to:
 - 1. Administer the application, certification, recertification, and disciplinary processes.
 - 2. Monitor and inspect a recovery residence and its staff to ensure compliance with certification requirements.
 - 3. Interview and evaluate residents, employees, and volunteer staff on their knowledge and application of certification requirements.
- (c) Provide training for owners, managers, and staff.
- (d) Develop a code of ethics.
- (e) Establish application, inspection, and annual certification renewal fees. The application fee may not exceed \$100. Any onsite inspection fee shall reflect actual costs for inspections. The annual certification renewal fee may not exceed \$100.

(3) A credentialing entity shall require the recovery residence to submit the following documents with the completed application and fee:

- (a) A policy and procedures manual containing:
 - 1. Job descriptions for all staff positions.
 - 2. Drug-testing procedures and requirements.
 - 3. A prohibition on the premises against alcohol, marijuana, illegal drugs, and the use of prescribed medications by an individual other than the individual for whom the medication is prescribed. For the purposes of this subsection, “marijuana” includes marijuana that has been certified by a qualified physician for medical use in accordance with s. [381.986](#).
 - 4. Policies to support a resident’s recovery efforts.
 - 5. A good neighbor policy to address neighborhood concerns and complaints.
- (b) Rules for residents.
- (c) Copies of all forms provided to residents.
- (d) Intake procedures.
- (e) Sexual predator and sexual offender registry compliance policy.
- (f) Relapse policy.
- (g) Fee schedule.
- (h) Refund policy.

- (i) Eviction procedures and policy.
- (j) Code of ethics.
- (k) Proof of insurance.
- (l) Proof of background screening.
- (m) Proof of satisfactory fire, safety, and health inspections.

(4) A certified recovery residence must be actively managed by a certified recovery residence administrator. All applications for certification must include the name of the certified recovery residence administrator who will be actively managing the applicant recovery residence.

(5) Upon receiving a complete application, a credentialing entity shall conduct an onsite inspection of the recovery residence.

(6) All owners, directors, and chief financial officers of an applicant recovery residence are subject to level 2 background screening as provided under s. 408.809 and chapter 435. A recovery residence is ineligible for certification, and a credentialing entity shall deny a recovery residence's application, if any owner, director, or chief financial officer has been found guilty of, or has entered a plea of guilty or nolo contendere to, regardless of adjudication, any offense listed in s. 408.809(4) or s. 435.04(2) unless the department has issued an exemption under s. 435.07. Exemptions from disqualification applicable to service provider personnel pursuant to s. 397.4073 or s. 435.07 shall apply to this subsection. In accordance with s. 435.04, the department shall notify the credentialing agency of an owner's, director's, or chief financial officer's eligibility based on the results of his or her background screening.

(7) A credentialing entity shall issue a certificate of compliance upon approval of the recovery residence's application and inspection. The certification shall automatically terminate 1 year after issuance if not renewed.

(8) Onsite followup monitoring of a certified recovery residence may be conducted by the credentialing entity to determine continuing compliance with certification requirements. The credentialing entity shall inspect each certified recovery residence at least annually to ensure compliance.

(a) A credentialing entity may suspend or revoke a certification if the recovery residence is not in compliance with any provision of this section or has failed to remedy any deficiency identified by the credentialing entity within the time period specified.

(b) A certified recovery residence must notify the credentialing entity within 3 business days after the removal of the recovery residence's certified recovery residence administrator due to termination, resignation, or any other reason. The certified recovery residence has 90 days to retain a certified recovery residence administrator. The credentialing entity must revoke the certificate of compliance of any certified recovery residence that fails to comply with this paragraph.

(c) If a certified recovery residence's administrator has been removed due to termination, resignation, or any other reason and had been previously approved to actively manage more than 50 residents pursuant to s. 397.4871(8)(b), the certified recovery residence has 90 days to retain another certified recovery residence administrator pursuant to s. 397.4871. The credentialing entity must revoke the certificate of compliance of any certified recovery residence that fails to comply with this paragraph.

(d) If any owner, director, or chief financial officer of a certified recovery residence is arrested and awaiting disposition for or found guilty of, or enters a plea of guilty or nolo contendere to, regardless of whether adjudication is withheld, any offense listed in s. 435.04(2) while acting in that capacity, the certified recovery residence must immediately remove the person from that position and notify the credentialing entity within 3 business days after such removal. The credentialing entity must revoke the certificate of compliance of a certified recovery residence that fails to meet these requirements.

(e) A credentialing entity shall revoke a certified recovery residence's certificate of compliance if the certified recovery residence provides false or misleading information to the credentialing entity at any time.

(f) Any decision by a department-recognized credentialing entity to deny, revoke, or suspend a certification, or otherwise impose sanctions on a certified recovery residence, is reviewable by the department. Upon receiving an adverse determination, the certified recovery residence may request an administrative hearing pursuant to ss.

120.569 and 120.57(1) within 30 days after completing any appeals process offered by the credentialing entity or the department, as applicable.

(9) A person may not advertise to the public, in any way or by any medium whatsoever, any recovery residence as a “certified recovery residence” unless such recovery residence has first secured a certificate of compliance under this section. A person who violates this subsection commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(10)(a) A certified recovery residence may allow a minor child to visit a parent who is a resident of the recovery residence, provided that a minor child may not visit or remain in the recovery residence between the hours of 9 p.m. and 7 a.m. unless:

1. A court makes a specific finding that such visitation is in the best interest of the minor child; or
2. The recovery residence is a specialized residence for pregnant women or parents whose children reside with them. Such recovery residences may allow children to visit or reside in the residence if the parent does not yet have a time-sharing plan pursuant to s. 61.13, provided that the parent files with the court for establishment of a plan within 14 days of moving into the residence.

(b) A certified recovery residence may not allow a minor child to visit a parent who is a resident of the recovery residence at any time if any resident of the recovery residence is currently required to register as a sexual predator under s. 775.21 or as a sexual offender under s. 943.0435.

(11) Notwithstanding any landlord and tenant rights and obligations under chapter 83, a recovery residence that is certified under this section and has a discharge policy approved by a department-recognized credentialing entity may immediately discharge or transfer a resident in accordance with that policy under any of the following circumstances:

- (a) The discharge or transfer is necessary for the resident’s welfare.
- (b) The resident’s needs cannot be met at the recovery residence.
- (c) The health and safety of other residents or recovery residence employees is at risk or would be at risk if the resident continues to live at the recovery residence.

(12) Any person discharged from a recovery residence under subsection (11) who willfully refuses to depart after being warned by the owner or an authorized employee of the recovery residence commits the offense of trespass in a recovery residence, a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(13) Beginning January 1, 2025, a certified recovery residence may not deny an individual access to housing solely on the basis that he or she has been prescribed federally approved medication that assists with treatment for substance use disorders by a licensed physician, a physician’s assistant, or an advanced practice registered nurse registered under s. 464.0123.

(14) A local ordinance or regulation may not further regulate the duration or frequency of a resident’s stay in a certified recovery residence located within a multifamily zoning district after June 30, 2024. This provision shall expire July 1, 2026.

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.
2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.
3. Require the local government to date stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

- a. Approve the request in whole or in part, with or without conditions; or
- b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:
- a. The name and contact information of the applicant or the applicant's authorized representative;
 - b. The property address and parcel identification number; and
 - c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

History.—s. 2, ch. 2015-100; s. 2, ch. 2017-80; s. 7, ch. 2019-159; s. 2, ch. 2020-38; s. 3, ch. 2021-128; s. 10, ch. 2021-156; s. 4, ch. 2023-298; s. 15, ch. 2024-71; s. 3, ch. 2024-176; s. 27, ch. 2025-156; s. 1, ch. 2025-182.

ATTACHMENT 2

Propose Land Development Code Amendments

- ✚ Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words, and
- ✚ Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words

Note definitions are from Florida Statutes 397.311(5) and (6)

Certificate of use ...(No change in existing text)...

Certified recovery residence means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

- (a) A Level I certified recovery residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
- (b) A Level II certified recovery residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.
- (c) A Level III certified recovery residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
- (d) A Level IV certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

Certified recovery residence administrator means a recovery residence administrator who holds a valid certificate of compliance.

Change of use ...(No change in existing text)...

Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception

(13) *Cemetery*. ...(No change in existing text)...

(14) *Certified Recovery Residences*.

- (a) *Florida Statue requirements*. Certified Recovery Residences are defined within Section 397.311 Florida Statutes, as amended, and provide the regulations for review and approval of applications for reasonable accommodations in applying the city's ordinances, rules, policies, and procedures consistent with the federal Fair Housing Amendments Act (42

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA").

- (b) Establishment of a certified recovery residence. A certified recovery residence may be established in zoning districts that allow multi-family use and must comply with Section 2-57 of this Code for that zoning district and all other applicable land development regulations, except that reasonable accommodation(s) may be requested pursuant to this section. The city may not regulate the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district.
- (c) Business Tax Receipt required. All certified recovery residences are required to obtain a Business Tax Receipt.
- (d) Filing a reasonable accommodation request to establish a certified recovery residence. A request for a reasonable accommodation under this section from the land development regulations, rules, policies, and procedures of the City that may hinder the establishment of a certified recovery residence shall be made through the city electronic permitting system and shall at a minimum provide the following information:
1. Name and contact information of the applicant.
 2. If the applicant is not the certified recovery residence administrator who will be actively managing the recovery residence, the administrator's name, and contact information.
 3. Copy of recovery residence administrator certification.
 4. Florida Association of Recovery Residences, (FARR) location certification.
 5. The location where reasonable accommodation is requested including the address and parcel identification number.
 6. A description of the facility operations, including the number of beds and services provided.
 7. A description of the accommodation needed, identifying the ordinances, rules, or policies for which the applicant needs reasonable accommodation, and why it is necessary.
 8. Any additional information or documentation the applicant feels is necessary to support the request for reasonable accommodation.
 9. No fees or costs may be imposed for applications submitted under this section or an appeal of a decision for such application.
- (e) Review process. The following review process shall apply to applications for reasonable accommodation request(s) to establish a certified recovery residence:
1. The application shall be date-stamped when received.
 2. The applicant shall be notified in writing within the first 30 days of the submittal if additional information or documents are required. The applicant shall have 30 days to respond and provide the additional information or additional documents that have been requested.

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

3. The review process shall not require public hearings beyond the minimum required by law to grant the requested accommodation.
 4. Within 60 days of receiving the completed application, the Planning Director shall review the request for reasonable accommodation based on the criteria of subsection (f) and make a determination.
 - a. Approve the accommodation request as submitted;
 - b. Approve a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request, or approve a reasonable alternative accommodation; or
 - c. Deny the accommodation request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.
 5. If the final written determination is not issued within 60 days after the receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.
 6. In the event that a reasonable accommodation is granted, the Applicant shall continue to comply with any and all other applicable building and/or site permitting processes required by the city's Land Development Code and all other state and federal laws.
 7. A reasonable accommodation is specific to the Applicant and does not run with the subject property.
 8. The application of Florida Statutes 397.487 does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.
- (f) Criteria. The following criteria shall be used in reviewing an application for a reasonable accommodation request for establishing a certified recovery residence:
1. Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.
 2. Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual, an equal opportunity to use and enjoy the property.
 3. Whether the requested accommodation would impose an undue financial or administrative burden on the city.
 4. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the city.
 5. If applicable, whether alternative reasonable accommodations could provide an equivalent level of benefit.
 6. Any other relevant criteria under applicable laws.
 7. That applicant adheres to all applicable state and federal laws relating to Certified

Note: ~~Strikethrough~~ text is proposed deleted text and underlined text is proposed text

Recovery Residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a certified recovery residence.

(g) Appeal. Whenever the applicant disagrees with the determination of the Planning Director, or any of the conditions imposed as part of the terms under which the reasonable accommodation is approved, they may elect to appeal the application per Section 1-19 of this code.

(h) Revocation. The approval granted under this Section for a reasonable accommodation may be revoked or modified if the recovery residence fails to maintain certification or licensure required under state law and it is not reinstated within 180 days, or a violation of any provision of the determination granting the reasonable accommodation is found.

~~(14)~~ (15) *Child care facility*. ...(No change in existing text)...

~~(15)~~ (16) *Clubs and fraternal organizations*. ...(No change in existing text)...

~~(16)~~ (17) *Cluster subdivisions*. ...(No change in existing text)...

~~(17)~~ (18) *Community residential home*. ...(No change in existing text)...

~~(18)~~ (19) *Convenience food store, type A*. ...(No change in existing text)...

~~(19)~~ (20) *Convenience food store, type B*. ...(No change in existing text)...

~~(20)~~ (21) *Convenience food store, type C*. ...(No change in existing text)...

~~(21)~~ (22) *Dry cleaning plants and systems*. ...(No change in existing text)...

~~(22)~~ (23) *Dwelling, multifamily*. ...(No change in existing text)...

~~(23)~~ (24) *Dwelling, quadraplex*. ...(No change in existing text)...

~~(24)~~ *Reserved*.

~~(25)~~ *Farmer's Market*. ...(No change in existing text)...

Planning Board minutes from November 13, 2025

ITEM:

PZ-2025-204

Certified Recovery Residences

Recommended for Approval

F. PZ-2025-204, Certified Recovery Residences, Land Development Code Amendment

Mr. Spraker stated that this is an application for administrative Land Development Code amendments to establish procedures for the review and action of Certified Recovery Residences, as required by Florida Statute Section 397.487, implemented by Senate Bill 954. He added that Senate Bill 954, which was effective July 1, 2025, was codified into Florida Statute Section 397.487. Mr. Spraker stated that the bill requires local governments to adopt an ordinance to establish procedures for the review and approval of certified recovery residences by January 1, 2026. He continued that the bill also requires the establishment of a process for reasonable accommodation requests for Certified Recovery Residences.

Mr. Spraker stated that the Land Development Code amendments have two parts. The first part establishes definitions for Certified Recovery Residences and Certified Recovery Residence administrators, which were copied from the Florida Statutes.

Mr. Spraker stated that the second part of the amendment creates a subsection in Section 2-57 that establishes:

- a) Florida Statutes requirements.
- b) Establishment of certified recovery residences.
- c) Business Tax Receipt.
- d) Filing a reasonable accommodation request to establish a certified recovery residence.
- e) Review process.
- f) Criteria.
- g) Appeals.
- h) Revocation.

Mr. Spraker stated that the Planning staff is recommending approval of the Land Development Code amendment.

Board Questions

Mr. Jorczak asked, based on what is known about the legislature, how many more of these types of mandates are coming. He stated that we continue to see more oversight by the state of the individual municipalities and how they are constructing their codes. He asked how many more of this kind of thing that local governments are seeing. Mr. Spraker replied that he does not have an answer to the question, and how the state legislature is to implement laws and policies that they feel are appropriate.

Mr. Jorczak remarked that it would be nice to put the mandates on hold so that local governments can work on regional issues and plans.

Vice Chair Shull asked where the recovery residences can be located. Mr. Spraker confirmed that they would be allowed in the multi-family zoning districts because they are functioning as residential units.

Vice Chair Shull inquired if there was any distance separation from schools. Mr. Spraker responded that there are no distance separation requirements because the units are residential and services are provided off-site.

Ms. Shull inquired if there would be a Homeowners' Association (HOA) or anything. Mr. Spraker replied that multi-family units typically have management associations, and Certified Recovery Residences also have an administrator.

Vice Chair Shull entertained a motion.

Mr. Gentry motioned to approve PZ-2025-204. Mr. Jorczak seconded the motion. The vote was called, and the motion was approved, with Chairman Thomas in opposition (4-1).

G. PZ-2025-205, Home Occupations, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the application for administrative Land Development Code amendments to update the regulations for home occupations based upon Section 559.955, Florida Statutes. He explained that Section 559.955, Florida Statutes, state:

- ❖ Prohibited local governments from taking certain actions relating to the licensure and regulation of home-based businesses.
- ❖ Specified conditions under which a business is considered a home-based business.
- ❖ Authorized home-based businesses to operate in areas zoned for residential use.
- ❖ Specified that home-based businesses are subject to certain business taxes.
- ❖ Authorized the prevailing party in such challenge to recover specified attorney fees and costs, etc.

Mr. Spraker stated that the Land Development Code amendments seek to:

1. Amend the definition title of home occupation to home-based business.
2. Delete Section 2-50(t), Home occupations of the Land Development Code in its entirety.
3. Establish procedural requirements.
4. Establish conditions based on the Florida Statutes conditions.
5. Establish a yearly expiration, as with all Business Tax Receipts.
6. Establish that home-based businesses cannot be transferred.
7. Establish a revocation subsection if the business violates the Land Development Code and the Florida Statutes.

Mr. Spraker stated that the Planning staff is recommending approval of the Land Development Code amendment.

Board Questions

Vice Chair Shull inquired whether a Homeowners' Association (HOA) can still establish standards for what is allowed within its community. Mr. Spraker responded that Homeowners' Associations (HOAs) can establish their own standards.

Vice Chair Shull brought it back up to the Board and entertained a motion.

Mr. Railsback motioned to approve PZ-2025-205, and Mr. Gentry seconded it. The vote was called, and the motion was approved, with Chairman Thomas in opposition (4-1).

VIII. PUBLIC COMMENTS

Amber Bobak, 397 Collins Street, expressed her thoughts regarding the proposed Tomoka Commerce Park project. She stated that she attended the neighborhood



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2025-38

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITION OF TERMS AND WORDS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE TO CREATE DEFINITIONS, ESTABLISH PROCEDURES, AND DEFINE A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTE SECTION 397.487; 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 Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954.

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. T This is an application for administrative Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is an application for administrative Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an application for administrative Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. This is an application for administrative Land Development Code amendments to (1) Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words and (2) Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception to establish procedures for the review and action for certified recovery residences as required by Florida Statute Section 397.487 implemented with Senate Bill 954.

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 in newspaper advertisements. Information on the application is also on the city's website.