City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

January 20, 2026, 7:00 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. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. HOme for the HOlidays Parade Award Winners

B. Daytona Beverages

C. Human Trafficking Awareness Month

D. National Law Enforcement Appreciation Day

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

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - December 16, 2025

B. Minutes from City Commission special meeting - December 23, 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. 2026 Florida League of Cities Legislative Platform

RESOLUTION NO. 2026-01: A RESOLUTION URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2026 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AND SETTING FORTH AN EFFECTIVE DATE.

B. Settlement and Release of Claims - East Coast Marine Construction & Design, Andy Romano Beachfront Park Seawall Repair

RESOLUTION NO. 2026-02: A RESOLUTION APPROVING TERMINATION OF A CONTRACT WITH EAST COAST MARINE CONSTRUCTION & DESIGN, INC. REGARDING CONSTRUCTION OF THE SEAWALL AND ADA RAMP

RECONSTRUCTION AT THE ANDY ROMANO BEACHFRONT PARK; AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE OF CLAIMS AND SETTING FORTH AN EFFECTIVE DATE.

C. Bid Award - Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction

RESOLUTION NO. 2026-03: A RESOLUTION ACCEPTING A BID FROM CONSTRUCT CO., INC. FOR CONSTRUCTION SERVICES REGARDING THE ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION PROJECT, UNDER BID NO. 2025-03; AUTHORIZING THE EXECUTION OF A CONTRACT; AUTHORIZING PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

D. Bid Award - Orchard Lane Stormwater Drainage Improvements

RESOLUTION NO. 2026-04: A RESOLUTION ACCEPTING A BID FROM NELSON CONSTRUCTION COMPANY, LLC FOR CONSTRUCTION SERVICES REGARDING THE ORCHARD LANE STORMWATER DRAINAGE IMPROVMENTS PROJECT, UNDER BID NO. 2026-06; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

E. Work Authorization - Utility Master Plan Update

RESOLUTION NO. 2026-05: A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE ENGINEERING SERVICES REGARDING THE UTILITY MASTER PLAN UPDATE PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

F. JPA with Volusia Co. Fleming Avenue Stormwater Pump Station and Forcemain Project

RESOLUTION NO. 2026-06: A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE COUNTY OF VOLUSIA REGARDING THE FLEMING AVENUE PUMP STATION AND FORCEMAIN PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

G. Additional Work CDBG Central Park Trail Project

RESOLUTION NO. 2026-07: A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE (1) TO THAT CONTRACT AWARDED TO PAUL CULVER CONSTRUCTION, INC. REGARDING THE CENTRAL PARK TRAIL PROJECT, BY INCREASING THE CONTRACT PRICE BY $17,876.21; AND SETTING FORTH AN EFFECTIVE DATE.

H. Ormond Beach Youth Football and Cheerleading Association Lease Agreement, Second Amendment

RESOLUTION NO. 2026-08: A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY AND ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC. REGARDING THE USE OF CERTAIN CITY FACILITIES FOR THE PROVISION AND OPERATION OF A YEAR-ROUND ATHLETIC PROGRAM; AND SETTING FORTH AN EFFECTIVE DATE.

I. **Disposition Item:** Auto Renewal - Golden Eagle Associates, Inc., Andy Romano Beachfront Park Concessions

J. **Disposition Item:** Auto Renew - Ormond Beach Historical Society, Inc.

K. **Disposition Item:** Auto Renewal - Sports Agreement

L. **Disposition Item:** Auto Renewal - The Fish Tank Aquarium Maintenance

M. **Disposition Item:** Intent To Bid - 2026 Storm And Sewer Pipe Lining

N. **Disposition Item:** Intent To Bid - A1A Utility Relocations Phase 2

O. **Disposition Item:** Intent To Bid - RFQ Data Center Infrastructure Upgrades

P. **Disposition Item:** Continued Support For Regrow Volusia

8. PUBLIC HEARINGS

A. 1561 North U.S. Highway 1, Advent Health Off-Site Emergency Department, Zoning Map Amendment (SECOND READING)

ORDINANCE NO. 2025-39: AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE (1) PARCEL OF REAL PROPERTY TOTALING 2.47± ACRES LOCATED AT 1561 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3136-01-17-0010) FROM B-7, HIGHWAY TOURIST COMMERCIAL TO PBD, PLANNED BUSINESS DEVELOPMENT; AUTHORIZING A REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

B. 1561 North U.S. Highway 1, Advent Health Off-Site Emergency Department, Issuance of a Development Order (SECOND READING)

ORDINANCE NO. 2025-40: AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS

DEVELOPMENT TO BE LOCATED AT 1561 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE “ADVENT HEALTH OFF-SITE EMERGENCY DEPARTMENT”; AUTHORIZING THE REDEVELOPMENT OF THE PROPERTY FOR A MEDICAL USE; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

C. Land Development Code Amendment, Home Occupations (SECOND READING)

ORDINANCE NO. 2025-41: 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 III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (T) HOME OCCUPATIONS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE REGULATIONS FOR HOME OCCUPATIONS BASED UPON SECTION 559.955, FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

D. Tomoka Commerce Park, Planned Business Development Amendment, Issuance of a Development Order

ORDINANCE NO. 2026-01: AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 890 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE “TOMOKA COMMERCE PARK”; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR A MIXTURE OF COMMERCIAL, WAREHOUSE, AND LIGHT INDUSTRIAL USES; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

E. Land Development Code Amendment, Live Local Act 2025 Update

ORDINANCE NO. 2026-02: AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, AFFORDABLE HOUSING, OF THE ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE SECTION BASED ON SENATE BILL 1730 FOR EXPANDED APPLICABILITY TO PLANNED DEVELOPMENTS PERMITTED IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED-USE AND PARKING REQUIREMENT REDUCTIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

9. RESOLUTIONS

A. Lien Approval for Demolition, 446 Bryant Street

RESOLUTION NO. 2026-09: A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 446 BRYANT STREET, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID

NO. 4242-11-04-0380) FOR COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-610-0400



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 386-610-0400 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

December 16, 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 07:04 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 City Clerk Susan Dauderis.

2. INVOCATION

Reverend Larry Temple, Life Community Church, provided the invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Leslie led the Pledge of Allegiance.

Mayor Leslie recessed the City Commission meeting at 7:08 PM to wait for the Legislative Delegates.

Mayor Leslie reconvened the City Commission meeting at 7:12 PM.

4. PRESENTATIONS AND PROCLAMATIONS

A. Recognition of Florida Legislators

Mayor Leslie invited Senator Tom Wright to receive a plaque for his work with the legislature and on behalf of the community.

Senator Wright expressed support of the City of Ormond Beach and the Commissioners.

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

Mr. Greg Gimbert, 255 Euclid Avenue, Daytona Beach, 32218, stated he was speaking on behalf of a political committee, Let Volusia Vote. He explained the committee was petitioning Volusia County to update their County Charter with added protection against potable reuse water. He requested each Commissioner sign the petition as residents of Volusia County.

Commissioner Sargent disclosed he met with Mr. Gimbert and researched the issue. He stated he would like further discussions on the topic during a workshop with the other Commissioners, noting he would sign the petition. He stated it was not an immediate issue.

Commissioner Deaton stated she would sign the petition and noted the research she completed on the topic. She agreed with Commissioner Sargent stating a workshop would be beneficial for further information.

Commissioner Briley expressed support for a workshop.

Commissioner Tolland disclosed she met with Mr. Gimbert and voiced concerns regarding signing the petition due to lack of information. She expressed support for a workshop.

Mayor Leslie inquired if there was a consensus for a workshop; whereby, the entire Commission agreed.

Mr. Gimbert thanked the Commission for their support.

Ms. Amber Bobak, 397 Collins Street, discussed her history within the community. She discussed development within the city limits and explained she would like to see a community preservation fund created to help offset the need for grants. She requested the city open the conversation with residents to help with the responsibility of preservation within the city limits. She offered $100 as the first donation to the community preservation fund.

Mr. Jeff Bruns, 915 Ocean Shore Boulevard, stated he was speaking on behalf of the Shoreham Condominiums. He discussed the work the condominium completed and recent work by the Florida Department of Transportation (FDOT), noting it undermined the completed work of the condominium. He requested help from the city regarding speaking with FDOT to resolve the concerns.

Mayor Leslie requested staff reach out to Mr. Bruns to discuss further.

Commissioner Tolland stated she spoke with Mr. Jim Stroz, FDOT representative, earlier in the day regarding the condominium’s concerns.

Mr. Todd Wean, 3959 Sunset Cove Drive, Port Orange, 32129, expressed support of Items 7D and 7E. He discussed the importance of the items and voiced concerns regarding the obstructions at the Ormond Beach Municipal Airport (airport).

Arthur Armstrong, 77 Emerald Oak Lane, voiced concerns regarding the city's brownfields and pollution within the community. He discussed areas of concerns for the city to look into.

Mr. David Juhl, 2040 Toni Street, discussed a letter from the St. Johns River Water Management District (SJRWMD) regarding the city's lack of permits for work being completed at the airport. He expressed concerns regarding pollution and the need for a brownfield assessment.

Ms. Coleen McMahon, no address provided, discussed orders to stop work at the airport, noting the lack of permits for work and lack of soil sampling. She voiced concerns regarding public records requests submitted and the associated fees.

Commissioner Sargent requested staff provide an update regarding the permit and public record requests.

Ms. Jane Doe, no address provided, requested her time be given to Mr. James Powers; whereby, Mayor Leslie stated half her time could be given to Mr. Powers.

Ms. Ann-Margret Emery, Assistant City Attorney, clarified the time could not be transferred and Mr. Powers only had three minutes.

Mr. James Powers, no address provided, expressed concerns regarding the time allowance and fulfillment of public record requests. He discussed issues encountered with staff based on his actions during prior City Commission meetings. He provided references to legal findings regarding his prior requests to speak. He discussed an incident at the HOme for the HOliday's parade and verbally submitted a public records request.

Ms. Marsha Blew, 12 Honey Bear Path, discussed the city's brownfields and potential sites around the city. She stated residents wanted to know if brownfields did exist and what appropriate measures were taken. She requested documentation proving no brownfields exist if no work was needed. She discussed brownfield reports which mentioned the North US Highway 1 corridor. She read from reports related to the airport area.

Mr. Jackson Collier stated he was a Public Affairs Specialist within the United States Small Business Administration Office of Disaster Recovery. He reviewed upcoming deadlines for small businesses to submit for assistance regarding prior storms and funds available.

Mr. Greg Schamaun, 1906 Clematis Way, Port Orange, 32128, waived his time.

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - December 2, 2025

Mayor Leslie advised the minutes from the December 2, 2025, City Commission meeting were sent to the Commission for review and posted on the city’s website for public viewing. He asked if there were any corrections, additions, or omissions. He stated, hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the December 2, 2025, City Commission meeting minutes.

Motion passed by voice vote.

7. CONSENT AGENDA

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

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

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the Consent Agenda, absent Items 7F.

Ms. Joyce Shanahan, City Manager, requested Item 7F be removed from the agenda as the 2025 Shimberg Center for Housing Studies Annual Report had not been released. She requested a Special City Commission Meeting to approve the item once the report was released.

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

A. Purchase Request - Street Sweeper

RESOLUTION NO. 2025-195: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE ELGIN CROSSWIND REGENERATIVE AIR STREET SWEEPER, UNDER FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA 23-EQ21.1; DECLARING VEHICLE #490 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

B. BID Award - Emergency Lighting for Police Vehicles

RESOLUTION NO. 2025-196: A RESOLUTION ACCEPTING A BID FROM JCO CORPORATION FOR THE PROVISION OF EMERGENCY LIGHTING FOR POLICE VEHICLES ON AN AS-NEEDED BASIS, UNDER BID NO. 2026-03; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR THE PURCHASE OF 12 LIGHTING PACKAGES; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

C. Change Order No. 1 – CDBG Military Boulevard Sidewalk Improvements

RESOLUTION NO. 2025-197: A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE (1) TO THAT CONTRACT AWARDED TO DREWRY SITE DEVELOPMENT, LLC, REGARDING THE MILITARY BOULEVARD SIDEWALK IMPROVEMENTS PROJECT, BY INCREASING THE FUNDING BY $83,862.96; INCREASING THE CONTRACT TIME BY 30 DAYS; AND SETTING FORTH AN EFFECTIVE DATE.

D. FDOT Grant - Design and Bidding Services for Obstruction Mitigation, Ormond Beach Municipal Airport

RESOLUTION NO. 2025-198: A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR

DESIGN AND BIDDING SERVICES FOR AN OBSTRUCTION MITIGATION PROJECT AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

E. Work Authorization - Design and Bidding Services for Obstruction Mitigation, Ormond Beach Municipal Airport

RESOLUTION NO. 2025-199: A RESOLUTION ACCEPTING A PROPOSAL FROM AVCON, INC., TO PROVIDE DESIGN AND BIDDING SERVICES REGARDING OBSTRUCTION MITIGATION AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

G. **Disposition Item:** Intent To Bid - Lime Sludge Removal

H. **Disposition Item:** Building Department Revenue And Expenses

I. **Disposition Item:** City Manager's Monthly Report, December 2025

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

F. Live Local Act, Opt Out Exemption

RESOLUTION NO. 2025-200: A RESOLUTION MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(O), FLORIDA STATUTES, BASED UPON THE 2025 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING TO NOT EXEMPT CERTAIN PROPERTIES LOCATED WITHIN THE CITY OF ORMOND BEACH FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT SUBJECT TO THAT FINDING; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley stated a special meeting was also needed in 2024, due to the delay in the release of the Shimberg Center for Housing Studies Annual Report.

Mayor Leslie stated the item was pulled as the item was not properly advertised; whereby, Ms. Shanahan clarified the item was pulled as 2025 Shimberg Center for Housing Studies Annual Report had not been released.

Commissioner Briley moved, seconded by Commissioner Tolland to table Resolution No. 2025-200, as read by title only, until a Special City Commission Meeting could be held.

Commissioner Deaton stated she would not be in town the next couple of weeks to be able to vote on the item.

Ms. Shanahan provided dates for a special meeting; whereby, Commissioner Tolland, Commissioner Sargent, Commissioner Briley, and Mayor Leslie agreed to Tuesday, December 23, 2025, at 9:00 AM.

Commissioner Tolland expressed support of Item 7D, regarding the FDOT Grant -

Design and Bidding Services for Obstruction Mitigation, Ormond Beach Municipal Airport and 7E, regarding the Work Authorization - Design and Bidding Services for Obstruction Mitigation, Ormond Beach Municipal Airport. She inquired about the timeline on the project, noting she was supportive of moving quickly.

Mayor Leslie discussed Item 7B regarding the BID Award for the Emergency Lighting for Police Vehicles, noting if the city was a lease program, the lighting would be included.

8. PUBLIC HEARINGS

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

A. Comprehensive Plan Amendments, Comprehensive Plan 2045 Update, Readoption (SECOND READING)

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.

Commissioner Tolland moved, seconded by Commissioner Deaton, for approval of Ordinance No. 2025-37, on second reading, as read by title only.

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

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

B. Land Development Code Amendments, Certified Recovery Residences (SECOND READING)

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.

Commissioner Briley moved, seconded by Commissioner Deaton, for approval of Ordinance No. 2025-38, on second reading, as read by title only.

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

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

C. 1561 North U.S. Highway 1, Advent Health Off-Site Emergency Department, Zoning Map Amendment

ORDINANCE NO. 2025-39: AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE (1) PARCEL OF REAL PROPERTY TOTALING 2.47± ACRES LOCATED AT 1561 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3136-01-17-0010) FROM B-7, HIGHWAY TOURIST COMMERCIAL TO PBD, PLANNED BUSINESS DEVELOPMENT; AUTHORIZING A REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Deaton, for approval of Ordinance No. 2025-39, on first reading, as read by title only.

Mr. Steven Spraker, Planning Director, discussed the property, the zoning amendment request, and Item 8D, noting the two items were related. He stated the Planning Board recommended approval of the overall project and reviewed the three deviations the application was requesting including the greenbelt buffer, building signage, and monument sign.

Ms. Jessica Gow, Cobb Cole Law Firm, reviewed the property, Florida Brownfield program, distance to other nearby emergency departments, signage, and fencing.

Commissioner Briley stated the use was consistent with the area and the community's needs.

Commissioner Tolland expressed support of the item and the landscaping plan.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of

Ordinance No. 2025-39, on first reading, as read by title only.

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

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

D. 1561 North U.S. Highway 1, Advent Health Off-Site Emergency Department, Issuance of a Development Order

ORDINANCE NO. 2025-40: AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 1561 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE "ADVENT HEALTH OFF-SITE EMERGENCY DEPARTMENT"; AUTHORIZING THE REDEVELOPMENT OF THE PROPERTY FOR A MEDICAL USE; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2025-40, on first reading, as read by title only.

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

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

E. Land Development Code Amendment, Home Occupations

ORDINANCE NO. 2025-41: 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 III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (T) HOME OCCUPATIONS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE REGULATIONS FOR HOME OCCUPATIONS BASED UPON SECTION 559.955, FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2025-41, on first reading, as read by title only.

Mr. Spraker stated the item was to align the city's Land Development Code (LDC) with the Florida Statutes. He stated home businesses would have to renew their licenses at

the start of 2026 and noted the Planning Board approved the item.

Ms. Connie Colby, 108 Roble Lane, stated she was unsure about some of the item's aspects and voiced concerns regarding work vehicles and equipment in residential yards. She inquired if the home occupations touched on how many occupants could reside in a single residence.

Mr. Spraker explained the amendment did not pertain to the number of people in a single residence or outdoor storage. He stated if there were issues regarding those items, it was a code enforcement issue and would need to be reported and enforced.

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

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

F. 829 & 835 Hull Road, Hull Road Contractor's Storage, Special Exception

RESOLUTION NO. 2025-203: A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A SPECIAL EXCEPTION FOR OUTDOOR ACTIVITY AND STORAGE FOR "HULL ROAD CONTRACTOR STORAGE" LOCATED AT 829 AND 835 HULL ROAD, LOCATED WITHIN THE I-1, LIGHT INDUSTRIAL ZONING DISTRICT, TO ALLOW OUTDOOR STORAGE AND ACTIVITY UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Deaton, for approval of Resolution No. 2025-203, as read by title only.

Mr. Spraker reviewed the item and explained the special exception application. He reviewed the conditions of the special exception, including fencing and items stored. He noted the Planning Board recommended approval.

Mayor Leslie clarified the special exception was only for the applicant, not for future property owners; whereby, Mr. Spraker indicated that was correct.

Commissioner Sargent inquired about a resident's concern of flooding; whereby, Mr. Spraker stated the project provided a stormwater plan and discussed a Transform386 grant project along Hull Road.

Commissioner Tolland voiced concerns regarding flooding and inquired if the ditches could be cleaned out to help alleviate; whereby, Mr. Spraker stated that was part of the larger project within the Transform386 grant.

Mayor Leslie inquired if there was dirt or concrete on the property grounds; whereby, Mr. Spraker stated there was clearing done, noting it was grass and dirt ground. Mayor Leslie inquired what was proposed for the property; whereby, Mr. Spraker indicated the dirt would be graded out, include a stormwater pond, and would follow the approved site

plan.

Commissioner Briley asked if the stormwater pond was a dry retention and on the north side of the property; whereby, Mr. Spraker indicated that was correct.

Commissioner Sargent inquired if there was vacant land the city could purchase nearby for further stormwater maintenance; whereby, Mr. Spraker noted that was a larger scope than the special exception.

Commissioner Briley questioned if the dry retention was adequate; whereby, Mr. Spraker stated the Site Plan Review Committee approved the plan, had the SJRWMD 10-2 exemption, and further reviewed the application.

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:

G. 142 East Granada Boulevard, Courtyard Fountain Square, Special Exception

RESOLUTION NO. 2025-204: A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A SPECIAL EXCEPTION FOR OUTDOOR ACTIVITY FOR "COURTYARD FOUNTAIN SQUARE" LOCATED AT 142 EAST GRANADA BOULEVARD WITHIN THE B-4, CENTRAL BUSINESS ZONING DISTRICT TO ALLOW A COMMUNITY MARKET AS AN OUTDOOR ACTIVITY UNDER CERTAIN CONDITIONS; 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. 2025-204, as read by title only.

Mr. Spraker reviewed the special exception application and reviewed the conditions of the application. He stated the Ormond MainStreet design committee and Planning Board reviewed the application and recommended approval.

Mayor Leslie expressed support for the item.

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

Mayor Leslie closed the Public Hearings.

9. REPORTS, SUGGESTIONS, REQUESTS

Events, Updates, and Requests

Ms. Joyce Shanahan, City Manager, provided details on upcoming meetings, workshops, events, and city projects. She congratulated City Clerk Susan Dauderis on obtaining the Master Municipal Clerk designation and Assistant City Clerk Taylor Lochert on obtaining the Certified Municipal Clerk designation.

Ms. Claire Whitley, Assistant City Manager, announced the unveiling of the city's redesigned website later in the week.

Commissioner Sargent expressed support for items 7C and 7D. He thanked Ms. Bobak for her comments and discussed the impact of negative comments online. He reviewed upcoming meetings and events. He explained Ormond MainStreet would be sending letters to the Commission regarding the speeding issues within the downtown area, emphasizing the need for more tickets to be written by the police department.

Commissioner Deaton voiced support of the Clydesdales at the HOme for the HOlidays parade. She requested further review and a written policy regarding the permitted proximity of underground gas tanks to private residences; whereby, the entire Commission expressed support.

Commissioner Briley expressed support for the HOme for the HOlidays parade.

Commissioner Tolland inquired about the public record requests discussed during audience remarks; whereby, Ms. Dauderis explained many brought up were paused pending payment, noting if the request was considered extensive per state statute there could be charges based on staff time beyond an initial 15 minutes. She explained requestors could narrow the scope of their request.

Mayor Leslie inquired if staff offers to narrow the scope of the request for the requestor; whereby, Ms. Dauderis stated if the requestor asked, staff would assist.

Ms. Shanahan clarified the costs would not be reduced if the scope was not narrowed.

Commissioner Tolland expressed support of the events she attended, and thanked Ms. Bobak for her comments.

Mayor Leslie highlighted events he attended.

Historic Marker

Commissioner Deaton explained Dr. Philip Shapiro, Historic Landmark Preservation Board (HLPB) member, reached out requesting a historic marker along Beach Street to acknowledge the former path of what was the Old Dixie Highway.

Commissioner Briley inquired if the HLPB was looking for a designation or marker; whereby, Commissioner Deaton confirmed Dr. Shapiro was requesting a historic marker.

Commissioner Tolland reminded the Commission, 56 North Beach Street would soon contain a small linear park, noting the signage could be included there.

Mayor Leslie inquired if there was a consensus for approval of the marker; whereby, the entire Commission agreed.

Nova Road Project

Commissioner Tolland inquired if staff could reach out to FDOT to include the section from Wilmette Avenue to US Highway 1 in the Nova Road repaving project; whereby, Commissioner Briley stated he did not believe there were proposed changes to that area.

Commissioner Deaton stated she did not want more raised crosswalks along Nova Road.

Mayor Leslie stated he believed the repaving covered that area.

Commissioner Tolland requested staff reach out to FDOT to confirm the scope of the project.

Bowler Family Recognition

Commissioner Tolland inquired if there was a way to publicly thank the Bowler family for their contribution to the HOme for the HOlidays parade.

Commissioner Briley suggested a proclamation for the Bowler family; whereby, Commissioner Tolland requested staff work on a proclamation and see if there was another way to thank the family for their contribution, suggesting a plaque.

Mayor Leslie agreed with a proclamation.

10. ADJOURNMENT

Mayor Leslie adjourned the meeting at 8:54 PM.

APPROVED: January 20, 2025

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach

City Commission Meeting

City Hall Commission Chambers

22 South Beach St., Ormond Beach FL 32174

December 23, 2025, 9:00 AM

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 09:00 AM.

Present: Mayor Jason Leslie, Commissioners Lori Tolland, Travis Sargent, and Harold Briley, City Manager Joyce Shanahan, Deputy City Attorney Ann-Margret Emery, Assistant City Manager Shawn Finley, and City Clerk Susan Dauderis. (Commissioner Deaton was not present.)

Mayor Leslie led the Pledge of Allegiance and provided the invocation.

2. RESOLUTIONS

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

A1. Live Local Act, Opt Out Exemption

RESOLUTION NO. 2025-200A: A RESOLUTION MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(O), FLORIDA STATUTES, BASED UPON THE 2025 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING TO NOT EXEMPT CERTAIN PROPERTIES LOCATED WITHIN THE CITY OF ORMOND BEACH FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT SUBJECT TO THAT FINDING; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 1)**

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2025-200A, as read by title only.

Mr. Steven Spraker, Planning Director, reviewed the item noting the Shimberg Center for Housing Studies Annual Report was published and staff would administratively withdraw Item 2A2.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Deaton	Absent

	Commissioner Briley	Yes
Carried.	Mayor Leslie	Yes

A2. **RESOLUTION NO. 2025-200B:** A RESOLUTION MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(O), FLORIDA STATUTES, CONDITIONED ON THE RELEASE OF 2025 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING TO NOT EXEMPT CERTAIN PROPERTIES LOCATED WITHIN THE CITY OF ORMOND BEACH FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT SUBJECT TO THAT FINDING; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 2)**

3. ADJOURNMENT

Mayor Leslie adjourned the meeting at 9:06 AM.

APPROVED: January 20, 2026

BY: _____
Jason Leslie, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.A.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	2026 Florida League of Cities Legislative Platform		
Recommended Action	Staff recommends approval of the resolution in support of the FLC 2026 Legislative Platform.		
Strategic Goal	Governance – Other		
Department Staff Contact	Support Services Susan Dauderis, City Clerk		

Summary

The membership of the Florida League of Cities (FLC) adopted the 2026 FLC Legislative Platform during the FLC Legislative Conference held December 4–5, 2025.

The legislative platform adopted by the FLC includes the attached priorities. If approved, the City will work with local legislative delegates in support of these and other issues affecting Florida's cities during the upcoming 2026 Legislative Session.

Financial Impact

None

Citizen Impact

Supporting the FLC legislative platform provides a united voice regarding the public interests of the City of Ormond Beach and its residents.

Attachments

1. 26-01 Support Legislative Priorities (P25-0185G)
2. 2026-Legislative-Platform

RESOLUTION NO. 2026-01

A RESOLUTION URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2026 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the membership of the Florida League of Cities adopted the 2026 FLC Legislative Platform during the FLC Legislative Conference held December 4-5, 2025; and

WHEREAS, the City Commission of the City of Ormond Beach supports the 2026 FLC priorities, which include:

- property taxes
- enterprise fund transfers
- housing
- revising Sections 18 and 28 of Chapter 2025-190, Laws of Florida (SB180)
- sovereign immunity

and,

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

- community redevelopment agencies
- extraterritorial surcharges
- municipal elections
- public records exemption for municipal clerks and staff

and,

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

SECTION ONE. The City Commission will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns and villages during the upcoming 2026 Legislative Session.

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

APPROVED AND AUTHENTICATED this 20th day of January, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk



PRIORITIES:

Property Taxes
The Florida League of Cities SUPPORTS local authority over equitable property tax decisions that fund essential services like public safety, infrastructure, parks, and programs that define a community. Reducing or eliminating this revenue without a reasonable replacement would destabilize city budgets, threaten city creditworthiness, and undermine local priorities. Cities are created by residents to protect their communities and residents' quality-of-life, and local tax decisions are essential to fulfilling that responsibility.

Enterprise Fund Transfers
The Florida League of Cities SUPPORTS preserving municipal authority over the use of utility revenues to ensure equitable cost recovery and financial sustainability, including the ability to reinvest in system maintenance and transfer funds to the general fund. Maintaining this flexibility enables municipalities to sustain essential services and manage budgets responsibly for their community.

Housing
The Florida League of Cities SUPPORTS legislation that addresses Florida's urgent housing shortage while preserving the authority of local governments to manage growth consistent with each community's capacity to ensure public safety, resilience, and financial stability. Cities must retain the ability to decide where housing is located to preserve their unique identity—without additional state preemptions or expanded administrative approval requirements that erode public participation and residents' freedom to influence how their cities grow.

Revising Sections 18 and 28 of Chapter 2025-190, Laws of Florida (SB 180 – Emergencies)
The Florida League of Cities SUPPORTS legislation to clarify Sections 18 and 28 of SB 180 (2025). The law goes far beyond assisting storm-damaged properties and prevents responsible community planning and flood control. Legislative clarification should: limit the law's applicability to jurisdictions that experience measurable impacts from hurricanes; provide definitions for overbroad and vague terms; limit its scope to storm-damaged properties; and clarify provisions relating to standing, pre-suit notice, and opportunity to cure.

Sovereign Immunity
The Florida League of Cities SUPPORTS maintaining reasonable limits or 'caps' on monetary damages recoverable in negligence claims against government entities. These protections are crucial to safeguard Florida's taxpayers.



POLICY POSITIONS:

Community Redevelopment Agencies
The Florida League of Cities OPPOSES legislation limiting the authority or operation of Community Redevelopment Agencies (CRAs), which are vital tools for revitalizing neighborhoods and driving local economic growth. CRAs fund critical projects such as infrastructure, public safety, affordable housing, roads, drainage, and public spaces that improve communities statewide. The League supports accountability and transparency, but opposes weakening or eliminating CRAs.

Extraterritorial Surcharges
The Florida League of Cities SUPPORTS maintaining municipal authority to establish reasonable extraterritorial surcharges that reflect the actual cost of providing services outside city limits. These surcharges protect municipal residents from subsidizing outside customers, promote efficient regional service, and often originate as municipal initiatives to assist counties and unincorporated residents. Statutory notice and public hearing requirements provide transparency and accountability, ensuring municipal utilities remain fair, open, and responsive to their communities.

Municipal Elections
The Florida League of Cities OPPOSES legislation that restricts municipal voters' authority to set municipal election dates.

Public Records Exemption for Municipal Clerks and Staff
The Florida League of Cities SUPPORTS legislation that provides a public records exemption for the personal information of municipal clerks; as well as investigative personnel and employees who perform municipal elections work.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.B.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Settlement and Release of Claims - East Coast Marine Construction & Design, Andy Romano Beachfront Park Seawall Repair		
Recommended Action	Staff recommends approval of the settlement and release of claim.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

This item concerns a mutual termination agreement with East Coast Marine Construction & Design for the Andy Romano Beachfront Park Seawall Repair Project. After the project was awarded, the contractor raised questions regarding project specifications and requested a change order totaling $818,796.55. The contractor indicated they were unable to proceed under the existing contract terms.

To ensure the project advances without unnecessary delay and to avoid the time and expense associated with potential disputes, staff and the design consultant recommend approving a mutual settlement and release. This approach enables the City to move forward efficiently by transitioning to the second-lowest bidder, maintaining project momentum, and continuing progress toward delivering a safe, resilient, and attractive amenity for residents and visitors.

Financial Impact

This will terminate the existing contract and allow the City to move forward with the second-lowest bidder (Item 8K). This item has no costs associated with the Settlement and Release of Claim.

Citizen Impact

This release of claim will ensure that the project can be completed in a cost-effective and timely manner.

Attachments

1. 26-02 Settlement w- ECM (P25-0150G)
2. Settlement and Release of Claims

RESOLUTION NO. 2026-02

A RESOLUTION APPROVING TERMINATION OF A CONTRACT WITH EAST COAST MARINE CONSTRUCTION & DESIGN, INC. REGARDING CONSTRUCTION OF THE SEAWALL AND ADA RAMP RECONSTRUCTION AT THE ANDY ROMANO BEACHFRONT PARK; AUTHORIZING THE EXECUTION OF A SETTLEMENT AND RELEASE OF CLAIMS AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and East Coast Marine Construction & Design, Inc. are parties to a contract dated April 10, 2025 for construction services regarding the seawall and ADA ramp reconstruction project at the Andy Romano Beachfront Park (Bid no. 2025-03), and

WHEREAS, the parties desire to terminate the aforestated contract due to a dispute over construction plans and as further described in the Settlement and Release of Claims, attached hereto and incorporated herein by reference, now therefore,

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

SECTION ONE. The City Commission of the City of Ormond Beach hereby approves termination of the contract between the City and East Coast Marine Construction & Design dated April 10, 2025 for construction services for the seawall and ADA ramp at the Andy Romano Beachfront Park (Bid no. 2025-03).

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute the attached Settlement and Release of Claims.

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

APPROVED AND AUTHENTICATED this 20th day of January, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SETTLEMENT AND RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the parties to this Settlement and Release of Claims are East Coast Marine Construction & Design, Inc. (hereinafter "East Coast") and the City of Ormond Beach (hereinafter "the City", and collectively "the Parties"). The Parties entered into an agreement for construction services for the Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction (Bid No. 2025-03) dated April 10, 2025 (hereinafter referred to as "the Agreement"); and

WHEREAS, a contract dispute arose between the parties during the initial construction phase of the project; and

WHEREAS, to resolve the dispute, both parties agree that a termination for convenience pursuant to Article 15.4 of the General Conditions to the Agreement is in the best interests of both Parties; and

WHEREAS, for the consideration of THIRTY THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($30,400.00)[1] having already been paid by the City to East Coast on October 3, 2025 the receipt and sufficiency whereof is hereby acknowledged, and the mutual releases contained herein below, the Parties, East Coast and the City, mutually release, acquit and forever discharge each other, including their respective officers, agents, attorneys and employees, of and from any and all liabilities, claims, demands, debts, dues, sums of money, costs, expenses, attorneys' fees, accounts, promises, judgments, damages, proceedings, actions, and causes of action of any type or nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, cognizable at law or in equity, by statute or otherwise, which each of the Parties had or may now have against each other based upon or arising out of any matter, cause, act, omission, or thing whatsoever, including, but not limited to, all claims, demands, or causes of action asserted, or which could have been asserted, related to that certain Agreement between the parties for construction services for the Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction; and

WHEREAS, the Agreement is terminated. No further payment shall be made by the City and no further performance shall be made by East Coast under the Agreement; and

WHEREAS, it is understood and agreed that this Settlement and Release is the compromise of a doubtful and disputed claim concerning the Agreement. The parties waive any and all claims under the Agreement now and forever; and

WHEREAS, the parties declare and represent that no promise, inducement or agreement not herein expressed has been made to the other, and that this Settlement and Release contains the entire agreement between the parties hereto, and that the terms of this Settlement and Release are contractual and not a mere recital.

---

[1] Representing payment on East Coast's application no. 1 in the amount of $32,000.00 less retainage of $1,600.00 = $30,400.00

THE PARTIES DECLARE that the above WHEREAS clauses and terms of the Settlement and Release of Claims have been completely read and are FULLY UNDERSTOOD and VOLUNTARILY accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, DISPUTED OR OTHERWISE, against all persons and entities described above on account of damages above-mentioned and for the express purpose of precluding FOREVER any further or additional claims arising out of the aforesaid Agreement.

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

DATED this _____ day of _____, 2025.

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

CITY OF ORMOND BEACH

By: _____
JASON LESLIE
Mayor

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2025.

Witnesses:

_____

Print Name: Peter Kolb

_____

Print Name: Andrea DeMatteo

EAST COAST MARINE CONSTRUCTION & DESIGN, INC.

By: John Zemball

Tile: President

By: Mike Fletcher

Title: Vice President

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.C.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Bid Award - Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction		
Recommended Action	Staff recommends award of the bid and execution of the contract for the Andy Romano Beachfront Park Seawall & ADA Ramp Repairs project to Construct Co Inc, in the amount of $2,279,065.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

In December 2024, the City advertised for bids (Bid No. 2025-03) regarding construction services for the Andy Romano Beachfront Park seawall and ADA ramp reconstruction project. On March 4, 2025, the City awarded the project to East Coast Marine Construction & Design, Inc (Res. No. 2025-63).

After the project was awarded, the contractor raised questions regarding project specifications, indicated they were unable to proceed under the existing contract terms, and requested a change order totaling $818,796.55. City staff and the contractor have agreed to a mutual settlement and release, which will avoid the time and expense associated with potential disputes and allow the project to advance without further delay.

City staff, along with the design consultant for this project, recommend awarding the contract to the second-lowest bidder, Construct Co Inc. This will enable the City to proceed with the project in the most timely and cost-effective manner while maintaining project momentum toward delivering a safe, resilient, and attractive amenity for residents and visitors. Construct Co Inc has reviewed the plans and will honor their original bid pricing.

Financial Impact

Contruct Co Inc's bid of $2,279,065 is $142,756 higher than the initial bid submitted by East Coast Marine Construction & Design, Inc., but is less than the engineer's opinion of probable cost,

estimated at $2,860,000. The City expects to receive reimbursement of 87.5% of the repair costs from FEMA and the State of Florida, as the damage was the result of Hurricanes Ian and Nicole. Approval of this item will require a budget amendment to allocate funding from Fund 301 - General Capital Improvement and General Fund Reserves for the City's share..

During the building permit review process, items were identified that required modifications to the plans. Construct Co Inc is currently reviewing the modifications and the impact on the ultimate pricing. The additional items, as requested by the City's building department, include additional handrails, pavers, concrete work, and a longer ADA-accessible ramp. To keep this project moving forward, staff recommends awarding the base bid in the amount of $2,279,065 and will submit a request for modification to the contract at a later time. Staff believes the required changes will cost approximately $80,000.

Citizen Impact

This contractor has significant experience in local seawall construction and is already working in the area, allowing them to quickly mobilize and begin work. The proposed design allows for the wall to be installed from the beach, minimizing the impact of construction on park activities and visitors. Portions of the park will be temporarily closed to allow construction of the ADA ramp, stairs, and replacement of the native vegetation.

Attachments

1. 26-03 ARB Park Seawall-Construct Co (P25-0172G)
2. Construct Co Inc
3. Consruct Co COIs
4. BID 2025-03 signed bid tab

RESOLUTION NO. 2026-03

A RESOLUTION ACCEPTING A BID FROM CONSTRUCT CO., INC. FOR CONSTRUCTION SERVICES REGARDING THE ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION PROJECT, UNDER BID NO. 2025-03; AUTHORIZING THE EXECUTION OF A CONTRACT; AUTHORIZING PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on April 10, 2025, the City Commission entered into a contract with East Coast Marine Construction & Design, Inc. for construction services regarding the Andy Romano Beachfront Park seawall and ADA ramp reconstruction project pursuant to Bid No. 2025-03 ("the Project"), and

WHEREAS, subsequent to execution of the contract, a dispute arose between the parties regarding design plans for the Project and the contract was terminated, and

WHEREAS, the appropriate City staff have reviewed the bids received and have determined that the bid submitted by Construct Co., Inc. in the amount of $2,279,065.00 (a copy of which is attached hereto and incorporated herein by reference) is the second lowest responsible and responsive bid, and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the General Fund (301) through a budget amendment and will not be appropriated for any other purpose; reimbursement of 87.5% of the repair costs from FEMA is anticipated, and

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

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

SECTION ONE. The bid submitted by Construct Co., Inc. to perform the Project at a total cost not to exceed $2,279,065.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Construct Co., Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Construct Co., Inc. for the performance of the Project at the said price, and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 20th day of January, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Construct Co Inc LICENSE NO. CGC1516163

PROJECT IDENTIFICATION: **ANDY ROMANO BEACHFRONT PARK SEAWALL & ADA RAMP RECONSTRUCTION**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. **2025-03**

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

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

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

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

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

Date	Number
12/09/2024	1
12/17/2024	2
12/26/2024	2 attachment

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

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

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

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

BID SCHEDULE

Item No.	Description	Qty	Unit	Total Price
1	**General Conditions** (Mobilization/Demobilization, Bonds, Insurance, Survey, MOT, As-Built Drawings, Permits, Restoration)	1	LS	$ 279,698.00
2	**Site Demo & Site Preparation** (Asphalt, Concrete Wall Cap, Stairs, Pavers, Vegetation)	1	LS	$ 58,955.00
3	**Seawall**	1	LS	$ 1,547,570.00
4	**Stairs**	1	LS	$ 44,894.00
5	**ADA Beach Ramp**	1	LS	$ 293,422.00
6	**Landscaping**	1	LS	$ 43,837.00
7	**Hardscape**	1	LS	$ 10,689.00

TOTAL BID: $ 2,279,065.00
(Figures)

two million two hundred seventy-nine thousand sixty-five
(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **180** calendar days after the date when the Contract Time commences to run, and completed within **220** 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) Verification of Employment Status Using E-Verify System

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

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: PO Box 536488, Orlando FL 32853
Street Address: PO Box 536488
City, State, Zip Code: Orlando FL 32853
Email: lindsey@constructco-inc.com
Telephone No.: 407-282-5340 Fax No.: 407-900-0508

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on December 31, 20 24.

If BIDDER is:

An Individual

By N/A- Bidder is a Corporation
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By N/A- Bidder is a Corporation (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

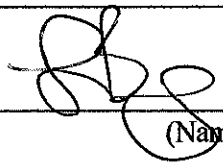
Fax No.: _____

If BIDDER is:

A Corporation

By Construct Co Inc
(Corporation Name)

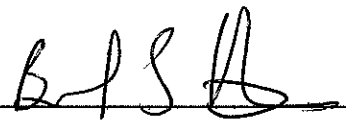
Florida
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

Lindsey Buchanan
(Name of Person Authorized to Sign - Typed or Printed)

Vice President
(Title)

(Corporate Seal)

Attest  Basil Buchanan, President

Business address: PO Box 5336488, Orlando FL 32853

Phone No.: 407-282-5340

Fax No.: 407-900-0508

If BIDDER is:

A Joint Venture

By N/A- Bidder is a Corporation
(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)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Precast Panels	S&S Precast
Concrete	Cemex
Concrete	Preferred Materials
Equipment	Synergy
Equipment	United Rentals
Dumpster	WastePro

Subcontractors:

Work Classification: Paver

Name: Volusia Brick & Stone

Address: 831 Railroad St #8, Port Orange, FL 32129

Phone Number: (386) 761-4777 Fax Number: _____

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Concrete Cylinder Testing

Name: UES

Address: 911 Beville Road, Suite 3, South Daytona, FL 32119

Phone Number: 386-756-1105 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	70	L.F.	1.00	70.00
2. Sheeting/Shoring	840	S.F.	1.00	840.00

12/31/24
Name (signature) Date

Lindsey Buchanan
Name (typed or printed)

Vice President
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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



12/31/24

Name (signature) Date

Lindsey Buchanan

Name (typed or printed)

Vice President

Title

BID (Cont'd)
ARBP SEAWALL & ADA RAMP RECONSTRUCTION
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[x] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[x] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Construct Co Inc
COMPANY NAME

AUTHORIZED SIGNATURE

Lindsey Buchanan
NAME (PRINT OR TYPE)

Vice President
TITLE

12/31/24
DATE

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Construct Co Inc
COMPANY NAME

AUTHORIZED SIGNATURE

Lindsey Buchanan
NAME (PRINT OR TYPE)

Vice President
TITLE

12/31/2024
DATE

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

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

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

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

Date: December 31, 2024 Signed: [signature]

Title: Vice President Print Name: LINDSEY BUCHANAN

Entity: Construct Co

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 31 day of December, 2024, by Lindsey Buchanan and who:

☐ Is personally known to me; or ☑ has produced FLDL as identification.

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

Cody Townley

My commission expires: 08/03/2026

CODY TOWNLEY
MY COMMISSION # HH 297175
EXPIRES: August 3, 2026

This page must be completed & notarized.

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Construct Co., Inc.
(*hereinafter called Principal*) and

United Casualty and Surety Insurance Company
(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State of Nebraska with its principal offices in the County of Suffolk County, MA, and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount of Bid Dollars ($ 5% of Amount of Bid) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction (Bid No. 2025-03** 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 10th day December, 2024.

Construct Co., Inc.
(Principal)

By: BASIL BUCHANAN

ATTEST:

(SEAL)

United Casualty and Surety Insurance Company
(Surety)

By:
Jason S. Centrella, Attorney-in-Fact

END OF SECTION
00410 - 1

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

POWER OF ATTORNEY

172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Jeffery L. Booth, Jason S. Centrella, James E. Feldner, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger, Melanie J. Stokes, Alicia Anne Suarez, Alane Skaff

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** Three Million Seven Hundred Fifty Thousand & 00/100 Dollars ($3,750,000.00). This Power of Attorney shall expire without further action on December 31st, 2025.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 23rd day of May, 2024

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

R. Kyle Fowler
R. Kyle Fowler, Treasurer

Corporate Seals

Commonwealth of Massachusetts
County of Suffolk ss:

On this 23rd day of May, 2024, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028

COLLEEN A. COCHRANE
Notary Public, Commonwealth of Massachusetts
My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 10th day of December, 2024.

Corporate Seals

Robert F. Thomas
Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: CONFIRMBOND@UNITEDCASUALTY.COM

United Casualty and Surety Insurance Company
DBA United Surety Insurance Company
DBA US Casualty and Surety Insurance Company
Statement of Assets, Liabilities, and Surplus
Year Ended December 31

	Year Ended	
	2023	2022
Admitted Assets		
Cash and Short Term Investments	$36,321,994	$31,465,020
Stocks	2,176,755	8,768,938
Bonds	6,738,979	7,551,512
Uncollected Premiums & Agents' Balance	2,272,570	1,435,198
Other Assets	2,402,610	1,545,047
Total Net Admitted Assets	$49,912,908	$50,765,715
Liabilities		
Funds Held as Collateral	$14,101,531	$21,026,579
Unearned Premium	8,098,812	6,512,401
Losses	1,919,898	1,469,311
Other Expenses	528,056	415,552
Taxes, Licenses, and Fees	147,927	180,394
Loss Adjustment Expenses	530,475	221,268
Payable to Parent or Affiliates	1,001,040	1,277,138
Ceded Reinsurance Payable	1,277,138	173,769
Other Liabilities	442,295	318
Total Liabilities	$28,047,172	$31,276,730
Capital and Surplus		
Paid In Surplus	$17,364,311	$16,615,161
Unassigned Surplus	2,005,680	378,079
Common Stock	2,600,000	2,600,000
Less: Treasury Stock	104,255	104,255
Total Capital and Surplus	$21,865,736	$19,488,985
Total Liabilities and Capital and Surplus	$49,912,908	$50,765,715

I, Raymond Kyle Fowler, Treasurer and Secretary of United Casualty and Surety Insurance Company, hereby certify that the above is an exact copy of the financial statements of the Company dated December 31, 2023 and is a true and correct statement of the condition of United Casualty and Surety Insurance Company as of that date.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company this 5th day of March 2024.

By R. Kyle Fowler
R. Kyle Fowler, Treasurer and Secretary



2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 19, 2024
Secretary of State
6494055968CC

DOCUMENT# P99000050586

Entity Name: CONSTRUCT CO. INC.

Current Principal Place of Business:

931 DENNIS AVE
ORLANDO, FL 32807

Current Mailing Address:

POBOX 536488
ORLANDO, FL 32853 US

FEI Number: 59-3591183

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BUCHANAN, BASIL S
931 DENNIS AVE
ORLANDO, FL 32807 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP
Name	BUCHANAN, BASIL S	Name	BUCHANAN, LINDSEY
Address	931 DENNIS AVE.	Address	POBOX 536488
City-State-Zip:	ORLANDO FL 32807-5120	City-State-Zip:	ORLANDO FL 32853

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BASIL S BUCHANAN PRESIDENT 02/19/2024

Electronic Signature of Signing Officer/Director Detail — Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BUCHANAN, BASIL SHAWN

CONSTRUCT CO INC
931 DENNIS AVE
ORLANDO FL 32807

LICENSE NUMBER: CGC1516163

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/03/2024

Do not alter this document in any form.

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

Updated COI on page 57

CONSCOI-02 KTUHACEK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2024

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

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

PRODUCER License # BR-1796553
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME: Kristin Tuhacek
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
E-MAIL ADDRESS: ktuhacek@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Construct Co., Inc.
1510 East Colonial Dr
Ste 300
Orlando, FL 32803

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			VRS0007378	4/24/2024	4/24/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	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 X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			VES0004532	4/24/2024	4/24/2025	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractors Pollutio			VRS0007378	4/24/2024	4/24/2025	EA POLL CONDITION	1,000,000
A	Contractors Pollutio			VRS0007378	4/24/2024	4/24/2025	AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AGCS Marine Insurance; NAIC # 22837; 04/24/2024-04/24/2025 MXI9307982453862 Inland Marine Leased/Rented Equipment Limit $525,000
AGCS Marine Insurance; NAIC # 22837; 04/24/2024-04/24/2025 MXI9307982453862 Installation Floater/Builders Risk Limit $300,000

(C)04/24/2023-04/24/2024 MXI9307982452464 Inland Marine Leased/Rented Equipment Limit $525,000
(C)04/24/2023-04/24/2024 MXI9307982452464 Installation Floater/Builders Risk Limit $300,000

CERTIFICATE HOLDER

"For Information Only"
xxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxx

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)

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Updated COI on page 58

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

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PRODUCER
Brown & Brown Insurance Services, Inc.
140 Fountain Parkway N
Suite 600
St. Petersburg FL 33716

CONTACT NAME: Patricia Oliver
PHONE (A/C, No, Ext): (727) 461-6044 **FAX (A/C, No):** (727) 442-7695
E-MAIL ADDRESS: Patricia.Oliver@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisafe Insurance Group	018211
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Construct Co, Inc.
PO Box 536488
Orlando FL 32853

COVERAGES **CERTIFICATE NUMBER:** CL249440186 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	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)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		AVWCFL3293442024	07/28/2024	07/28/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER
For Information Only

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
Donny Davis

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My Company Profile

Company Information

Company Name
Construct Co inc

Doing Business As (DBA) Name
Construct Co inc.

Company ID
884672

Enrollment Date
Jun 11, 2015

Employer Identification Number (EIN)
593591183

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
10 to 19

NAICS Code
238

Sector
Construction

Subsector
Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category
None of these categories apply

Edit Employer Category

Company Addresses

Physical Address
1510 E Colonial Dr
STE 104
Orlando, FL 32803

Mailing Address
1510 E Colonial Dr
STE 104
Orlando, FL 32803

Edit Company Addresses

Hiring Sites

⚠ We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites
1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:
Verify Its Own Employees

Memorandum of Understanding
View Current MOU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2025

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PRODUCER
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg FL 34748

License#: BR-1796553

CONTACT NAME: Kristin Tuhacek
PHONE (A/C, No, Ext): 800-845-8437 FAX (A/C, No):
E-MAIL ADDRESS: ktuhacek@acrisure.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Multi Carrier		
INSURER B : Auto-Owners Insurance Company	A+	18988
INSURER C : Evanston Insurance Company	A	35378
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Construct Co Inc
P.O. Box 536488
Orlando FL 32853

CONSCOI-02

COVERAGES **CERTIFICATE NUMBER:** 842321119 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	NY25MPKZ0K64M01	4/24/2025	4/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	5196291200	9/14/2025	9/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NY25MPKZ0K64M01	4/24/2025	4/24/2026	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Pollution			CPLMOL131029	4/24/2025	4/24/2026	AGGREGATE Per Occurrence	$ 2,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A: Inland Marine Leased/Rented Equipment Limit $500,000 - Eff 04/24/2025-04/24/2026 - Navigators Insurance Company - Policy NY25MPKZ0K64M01
Re: Andy Romano Beachfront Park Seawall & ADA Ramp Reconstruction; Bid Number 2025-03 for the City of Ormond Beach
The attached page(s) noting additional terms, conditions, coverage and/or comments applies. All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided. City of Ormond Beach is included as additional insured under the terms and conditions of the attached forms and with respects to the General Liability and Automobile Liability Policies with respects to work performed by the named insured, when such requirements are required by written contract.

CERTIFICATE HOLDER

City of Ormond Beach
P.O. Box 277
Ormond Beach FL 32175-0277

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
Jimmy Irwin

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2025

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PRODUCER	CONTACT NAME: Patricia Oliver	
Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716	PHONE (A/C, No, Ext): (727) 461-6044	FAX (A/C, No): (727) 442-7695
	E-MAIL ADDRESS: Patricia.Oliver@bbrown.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisafe Insurance Group (American Interstate A)	018211
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Construct Co, Inc.
PO Box 536488
Orlando FL 32853

COVERAGES **CERTIFICATE NUMBER:** CL2572583029 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	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	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCFL339857025	07/28/2025	07/28/2026	☒ PER STATUTE ☐ OTH-ER	
							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

City of Ormond Beach
PO Box 277
Ormond Beach FL 32175-0277

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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BID OPENING TABULATION

Andy Romano Beachfront Park Seawall and ADA Ramp Reconstruction

Bid Number: 2025-03

Date & Time: December 31, 2024 2:00 PM

Contractor	Addendum 1	Addendum 2	Bid Bond	Base Bid
Paul Culver Construction Inc	Y	Y	Y	$2,610,000.00
East Coast Marine Construction & Design	Y	Y	Y	$2,136,309.00
Scott Sowers	Y	Y	Y	$3,032,733.90
Construct Co Inc	Y	Y	Y	$2,279,065.00
BDI Marine Contractors LLC	Y	Y	Y	$2,581,600.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Kelly a McGuire

Tabulated by: Kelly McGuire
Purchasing Coordinator

April Martti

Opened by: April Martti
Engineering Projects Coordinator

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.D.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Bid Award - Orchard Lane Stormwater Drainage Improvements		
Recommended Action	Staff recommends award of Bid Number 2026-06 to Nelson Construction at the contract amount of $147,650.		
Strategic Goal	Water Quality & The Environment - Protect and enhance our environment and invest in infrastructure projects and assets that build resilience benefits to reduce flooding risk and increase sustainability.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

The purpose of this item is to give notice of the City's intent to award the Orchard Lane Stormwater Drainage Improvements project.

Historic drainage issues in the northeast area of Orchard Lane, have required extensive assistance from City staff to implement measures, often including the use of temporary pumps to provide temporary relief to the neighborhood during and immediately following significant rainfall events. Recent hurricanes and significant rainfall events have highlighted a need to implement a more permanent solution to these drainage concerns.

According to topographic maps, this area is of a lower elevation compared to surrounding areas, causing water retainage in residents' properties. The proposed design implements a gravity stormwater drainage system at the lowest elevation of the existing right of way project area and connects to the existing stormwater drainage system, thus improving drainage for affected residents.

On December 4, 2025, 9 bids were received and opened. The bids ranged from $147,650 - $383,480. Staff has reviewed the bids and recommends an award to the low bidder, Nelson Construction.

Financial Impact

Funding in the amount of $325,000 was included in the FY 2025-26 budget, within Fund 107 - Stormwater.

Citizen Impact

Citizens in the immediate area will experience some inconvenience due to construction but will ultimately benefit from improved drainage surrounding their homes.

Attachments

1. 26- 04 Orchard Ln storm drain-Nelson (P25-0189G)
2. Section 00300 and 00410 Orchard Lane BID
3. ORCHARD LN STORM IMPS w bid number
4. Orchard Lane Stormwater Drainage Improvements signed bid tab

RESOLUTION NO. 2026-04

A RESOLUTION ACCEPTING A BID FROM NELSON CONSTRUCTION COMPANY, LLC FOR CONSTRUCTION SERVICES REGARDING THE ORCHARD LANE STORMWATER DRAINAGE IMPROVMENTS PROJECT, UNDER BID NO. 2026-06; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2026-06) regarding construction services for the Orchard Lane Stormwater drainage improvements project ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the nine bids received and have determined that the bid submitted by Nelson Construction Company, LLC with a bid in the amount of $147,650.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Stormwater Fund (107) and that these funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by Nelson Construction Company, LLC to perform the Project at a total cost not to exceed $147,650.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Nelson Construction Company, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Nelson Construction Company, LLC for the performance of the Project at the said price, and to pay the cost thereof from the Stormwater Fund.

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

APPROVED AND AUTHENTICATED this 20th day of January, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00300
BID

CONTRACTORS NAME Nelson Construction Company LICENSE NO. CGC 1533148 CUC1225660

PROJECT IDENTIFICATION: **Orchard Lane Stormwater Drainage Improvements**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-06

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

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

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

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

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

Date	Number
11/14/25	1

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

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

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

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

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	5,000	5,000
2	Install Catch Basin	2	EA	12,000	24,000
3	Install 15" RCP Stormwater Drainage Pipe	450	LF	125	56,250
4	Deflect 4" Reclaim Line	1	LS	7,500	7,500
5	Roadway Mill & Resurface	450	SY	100	45,000
6	Restoration	1	LS	7,500	7,500
7	Hold FPL Utility Pole	1	LS	$2,400.00	$2,400.00

TOTAL BID $147,650
(Figures)

One hundred forty seven thousand six hundred and
(Words) fifty dollars 00/100

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **60** calendar days after the date when the Contract Time commences to run, and completed within **90** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($ 500) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

   (a) Required Bid Security in the form of

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

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

   ✓ (b) Equipment, Material, and Subcontractors List

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

   ✓ (d) Drug Free Workplace Certificate

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

   (f) Local Vendor Preference

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

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

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

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: Nelson Construction Company LLC
Street Address: 1603 Martins Dairy Rd
City, State, Zip Code: NSB, FL, 32168
Email: tylerdnelson18@gmail.com
Telephone No.: 941-662-9460 Fax No.: N/A

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on December 1st, 2025

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

Tyler Nelson (SEAL)
(Individual's Name - Typed or Printed)

doing business as Nelson Construction Company LLC
Business address: 1603 Martins Dairy Rd, NSB, FL, 32168

Phone No.: 941-662-9460
Fax No.: N/A

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By Nelson Construction Company LLC
(Corporation Name)

Florida
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

Tyler Nelson
(Name of Person Authorized to Sign - Typed or Printed)

Owner
(Title)

(Corporate Seal)

Attest _____

Business address: 1603 Martin Dairy Rd
NSB, FL, 32168

Phone No.: 941-662-9460
Fax No.: N/A

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.)
Orchard Lane Stormwater Drainage Improvements
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
Storm Water Structures	Rinker
Concrete	Cemex
Storm Water pipe	Staline - Rinker

Subcontractors:

Work Classification: N/A

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: Site Development

Name: DDS Enterprises LLC.

Address: 463 SHAW LAKE RD, PIERSON, FL 32180

Phone Number: (386) 490 - 5631 Fax Number: _____

Work Classification: Dewatering

Name: ATLAS DEWATERING, LLC

Address: 969 ALEXANDER AVE, PORT ORANGE, FL 32129

Phone Number: (386) 767-0295 Fax Number: _____

Work Classification: Paving

Name: Titan Paving Corp, USA

Address: PO Box 593493, Orlando, Fl 32859

Phone Number: (407) 773-3160 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

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

[signature] 12/1/25
Name (signature) Date

Tyler Nelson
Name (typed or printed)

Owner
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

12/1/25
Name (signature) Date

Tyler Nelson
Name (typed or printed)

Owner
Title

BID (Cont'd.)
Orchard Lane Stormwater Drainage Improvements
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.

Nelson Construction Company LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Tyler Nelson
NAME (PRINT OR TYPE)

Owner
TITLE

12/1/25
DATE

LOCAL VENDOR PREFERENCE

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

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

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

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

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

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

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

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an 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: _____

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.

Nelson Construction Company LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Tyler Nelson
NAME (PRINT OR TYPE)

Owner
TITLE

12/1/25
DATE

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

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

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

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

Date: December 1st, 2025 Signed: _____

Title: Owner Print Name: Tyler Nelson

Entity: Nelson Construction Company

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1st day of December, 2025, by Tyler Nelson and who:

☐ Is personally known to me; or ☑ has produced FL DL as identification.

Melissa Shephard
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: 6/11/29

Notary Public State of Florida
Melissa J. Shephard
My Commission HH 686658
Expires 6/11/2029

This page must be completed & notarized.

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 Tyler Nelson. I am over the age of Twenty-One years old. I am the Owner (Title) of Nelson Construction Company LLC (Business Name) non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: December 1st, 2025 Signature: _____

Print Name: Tyler Nelson

Title: Owner

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1st day of December, 2025, by Tyler Nelson and who:

☐ Is personally known to me; or ☑ has produced FL DL as identification.

Melissa Shephard
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: 6/11/29

Notary Public State of Florida
Melissa J. Shephard
My Commission HH 686658
Expires 6/11/2029

This page must be completed & notarized.

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Nelson Construction Company LLC, 1603 Martin Dairy Road, New Smyrna Beach , FL 32168
(*hereinafter called Principal*) and

The Ohio Casualty Insurance Company, 175 Berkeley Street, Boston, MA 02116
(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State of New Hampshire with its principal offices in the County of Suffolk County, MA, and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount Bid ---------- Dollars ($ ----------5%----------) good and lawful money of the United States of America, to be paid upon demand of the 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 **Orchard Lane Stormwater Drainage Improvements (Bid No. 2026-06)** 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 4th day December, 20 25.

Nelson Construction Company LLC
(Principal)

By: _____

ATTEST:

_____
Susan L. Reich *(SEAL)*

The Ohio Casualty Insurance Company
(Surety)

By: _____
Jeffrey W. Reich, Attorney-in-Fact
& FL Licensed Resident Agent
Inquiries: 407-786-7770

THE OHIO CASUALTY INSURANCE COMPANY SEAL

END OF SECTION
00410 - 1

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214538 - 979598**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl A. Foley, Emily J. Golecki, Jeffrey W. Reich, Jenna Delgado, Kassandra Shiree Sullins, Kim E. Niv, Lisa A. Roseland, Nathan K. Reich, Robert P. O'Linn, Sarah K. O'Linn, Sonja Amanda Floree Harris, Susan L. Reich, Teresa L. Durham

all of the city of Maitland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of August, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Addendum No. 1

November 14, 2025

TO: Perspective Bidders and Others Concerned

SUBJECT: ORCHARD LANE STORMWATER DRAINAGE IMPROVEMENTS, Bid No. 2026-06

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in

Because the available right-of-way is extremely limited, the job site will allow minimal, if any, material storage. As the project draws closer, the City will work with the contractor on material storage. For the time being, materials can be stored at 501 N Orchard St, Ormond Beach, FL, 32174.

The 2" camlock connection that was mentioned in the meeting has been removed from the scope of this project.

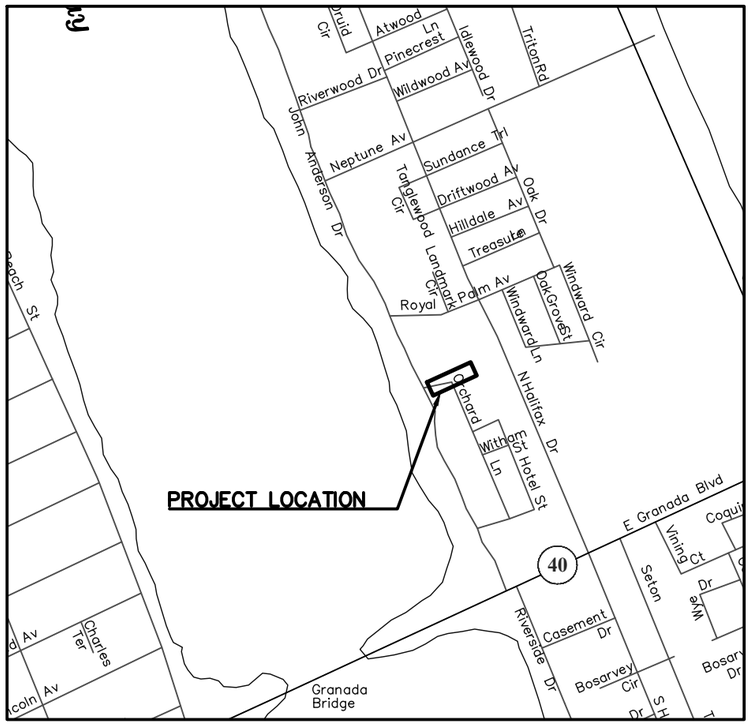
City of Ormond Beach, Florida

TN

CITY OF ORMOND BEACH

ORCHARD LANE STORMWATER DRAINAGE IMPROVEMENTS

BID NO.: 2026-06



SITE LOCATION MAP

SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	GENERAL NOTES
3	STORM WATER NOTES
4	PLAN
5	PROFILE & CROSS-SECTION
6	DETAILS

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1

TRAVIS SARGENT, ZONE 2

KRISTIN DEATON, ZONE 3

HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

PREPARED BY THE ENGINEERING DIVISION

IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS–BUILT" DRAWINGS ARE REQUIRED:

THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS–BUILT" DRAWINGS:

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS AS BEING "AS–BUILT" INFORMATION.
2. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS–BUILT" CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTERLINES ON "AS–BUILTS" SHALL BE LABELED WITH STREET NAME AND RIGHT–OF–WAY WIDTH ON EVERY PAGE.
3. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
4. STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS–BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS–BUILT" INFORMATION WRITTEN NEXT TO IT.
5. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION.
6. ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
7. RETENTION AREAS SHALL HAVE THEIR TOP–OF–BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP–OF–BANK TO TOP–OF–BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
8. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
9. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE "AS–BUILT".

THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS–BUILT" DRAWINGS:

11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION.
12. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION.
13. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN–OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
14. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED.
15. CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS–BUILT" INFORMATION.
17. WATER VALVES, TEES, ALL SERVICES, BLOW – OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.

THE FOLLOWING INFORMATION IS GENERAL REQUIREMENTS OF ALL "AS–BUILT" DRAWINGS:

18. FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE "AS–BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
19. WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE "AS–BUILT" SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF HOMEOWNER COVENANTS AND RESTRICTIONS.
20. SUBMIT CERTIFIED PAPER PRELIMINARY "AS–BUILT" (24"x36") WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING WATER FACILITIES, 3 SETS WITH SEWER FACILITIES, AND 3 SETS WITH PAVING AND DRAINAGE FACILITIES. PRELIMINARY "AS–BUILT" MAY BE SUBMITTED IN DIGITAL FORMAT. FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL REVISE AS–BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS–BUILTS" ALONG WITH 1 SET CERTIFIED MYLARS AND 1 CD–ROM CONTAINING AUTO–CAD FILES AND PDF VERSIONS SHOWING ALL "AS–BUILT" SHEETS. ALL "AS–BUILT" DRAWINGS SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR AND ENGINEER OF RECORD. ALL DIGITAL FILES SHALL HAVE A DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
21. INDICATE VERTICAL DATUM REFERENCE ON ALL SHEETS.
22. CAD FILE OF "AS–BUILTS" SHALL BE IN STATE PLANE COORDINATES; FILE SHOULD INCLUDE REFERENCE TO PROJECTION. (FLORIDA EAST, NAD83)
23. ALL "AS–BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. LINE WEIGHTS, LINETYPES, AND ANNOTATION SHALL BE MANAGED IN A MANNER THAT CLEARLY DISTINGUISHES DESIGN INFORMATION FROM "AS–BUILT" INFORMATION.
24. ALL "AS–BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, PROJECT SURVEYOR, DATE OF FIELD WORK, AS WELL AS PROJECT CERTIFICATION BLOCK FROM THE ENGINEER OF RECORD.

NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE–PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS–BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS–BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR "AS–BUILT" DRAWINGS	INDEX M–1A	MAY 2020
STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS BUILT DRAWINGS	INDEX M–1B	MAY 2020
STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M–2	MAY 2020

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

ORCHARD LANE STORMWATER DRAINAGE IMPROVEMENTS

GENERAL NOTES

DATE: 9/16/25	PROJECT NO.:
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 2 of 6

1. CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN.
2. ALL STORM WATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
3. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED.
4. ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS.
5. ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL.
6. BACKFILL AND COMPACT TO THE SPRING–LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING.
7. ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE.
8. TRENCHES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN GRANULAR MATERIAL IN MAX 6" LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO–T180) IN PAVED AREAS AND 95 PERCENT (AASHTO–T180) IN UNPAVED AREAS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS AT POINTS 1' ABOVE THE PIPE AND AT A MAX. 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MAXIMUM SPACING OF 100 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY'S INSPECTOR.
10. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP), HIGH DENSITY POLYETHYLENE (HDPE), POLYVINYL CHLORIDE (PVC) OR ALUMINUM CORRUGATED METAL PIPE (ACMP), AS SHOWN ON THE PLANS.
11. STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT–OF–WAY SHALL BE A MINIMUM OF FIFTEEN (15) INCH RCP DIAMETER OR EQUIVALENT.
12. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION.

STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST–1A MAY 2020

13. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF.
14. WET DETENTION PONDS SHALL BE EIGHT (8) FEET MINIMUM TO TWELVE (12) FEET MAXIMUM DEPTH BELOW THE DESIGN LOW OR NORMAL WATER STAGE.
15. MAXIMUM DISTANCES BETWEEN INLETS AND/OR JUNCTION BOXES:

PIPES SIZE (INCHES)	LENGTH OF RUN (FEET)
15	150
18	300
24 OR GREATER	400

16. ALL SWALES, DITCHES, AND DRY RETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAT 4:1 (H:V) AND SHALL BE SODDED.
17. ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SODDED.
18. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
19. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
20. A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET RETENTION PONDS.
21. A MINIMUM SIX INCH (6") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY RETENTION PONDS.
22. POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
23. OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SODDED WEIRS OR OTHER NON–PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED.
24. SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND.
25. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.

STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST–1B MAY 2020

26. ADEQUATE MAINTENANCE ACCESS AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS.
27. IN GENERAL, ALL RETENTION/DETENTION PONDS MUST BE CONSTRUCTED PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE.
28. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY DEWATERING PERMITS THAT MAY BE REQUIRED.
29. CULVERTS CROSSING RIGHT–OF–WAYS SHALL EXTEND FROM RIGHT–OF–WAY LINE TO RIGHT–OF–WAY LINE UNDER THE ROADWAY.
30. ALL STORM WATER DISCHARGE FROM RETENTION/DETENTION PONDS ARE REQUIRED TO BE CHANNELED INTO DEFINED DRAINAGE PATHS TO EXISTING WATER BODIES, WETLANDS, DITCHES, ETC.
31. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER TO TELEVISE ANY AND ALL STORM SEWER PIPE SYSTEMS IN THE PRESENCE OF THE CITY INSPECTOR BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. THE DVD SHALL BE IN HIGH QUALITY STANDARD RESOLUTION USING A CAMERA WITH SUITABLE LIGHTING TO ALLOW A CLEAR FOCUSED PICTURE OF THE ENTIRE INSIDE PIPE CIRCUMFERENCE. THE DVD SHALL BE NON–STOP WITH AUDIO DESCRIBING WHAT IS BEING VIEWED. COPIES OF DVD SHALL BE SUBMITTED IN DVD FORMAT ACCOMPANIED BY WRITTEN LOGS DESCRIBING THE CONDITION OF THE LINES AT LEAST FORTY–EIGHT (48) HOURS PRIOR TO REQUESTING FINAL INSPECTIONS. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY OR ISSUANCE OF CERTIFICATE OF OCCUPANCY.
32. IN ACCORDANCE WITH SECTION 3–58(F) ALL WET DETENTION PONDS SHALL INCLUDE AN AERATION FOUNTAIN TO ENSURE PROPER WATER QUALITY, ENHANCE MAINTENANCE, AND IMPROVE AESTHETICS. PONDS SHALL BE DESIGNED TO APPEAR NATURAL AND NON–GEOMETRIC.

STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CONSTRUCTION NOTES	INDEX ST–1C MAY 2020

DRAWING STATUS	
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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

ORCHARD LANE STORMWATER DRAINAGE IMPROVEMENTS

STORM WATER NOTES

DATE: 9/16/25	PROJECT NO.:
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 3 of 6

INSTALL CATCH BASIN
TOP: ~10.04'
W INV.: 5.79'

RESURFACE ROAD ~
360 SQYD

INSTALL CATCH BASIN
TOP: ~8.94'
S & W INV.: 4.50'

INSTALL 15" RCP
STORM PIPE – 330 LF

LIMITS OF
RESURFACING

LIMITS OF
RESURFACING

DEFLECT 4" PVC RECLAIMED
MAIN UNDER NEW PIPE – 10 LF

INSTALL 15" RCP
STORM PIPE – 16 LF

CORE INTO EXISTING
CATCH BASIN:
INV. 4.46'

EXISTING CATCH BASIN:
SITE BENCHMARK EL:
TOP: 8.42'
S INV.: 4.02'
W INV.: 4.00'

Trees
Trees
Trees
Trees
Trees
Trees
Tre

Sidewalk
Sidewalk
3' HIGH CONC. WALL
4' HIGH WALL
Wall
4' C/L FENCE
MAIL BOX
DIRT
RIVER ROCK
TELE SPLICE BOX
OAK
20' R/W
ORCHARD LN.
CONC
12" CMP
WM
WM
WM
WM
LM
C/O
C/O
N

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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

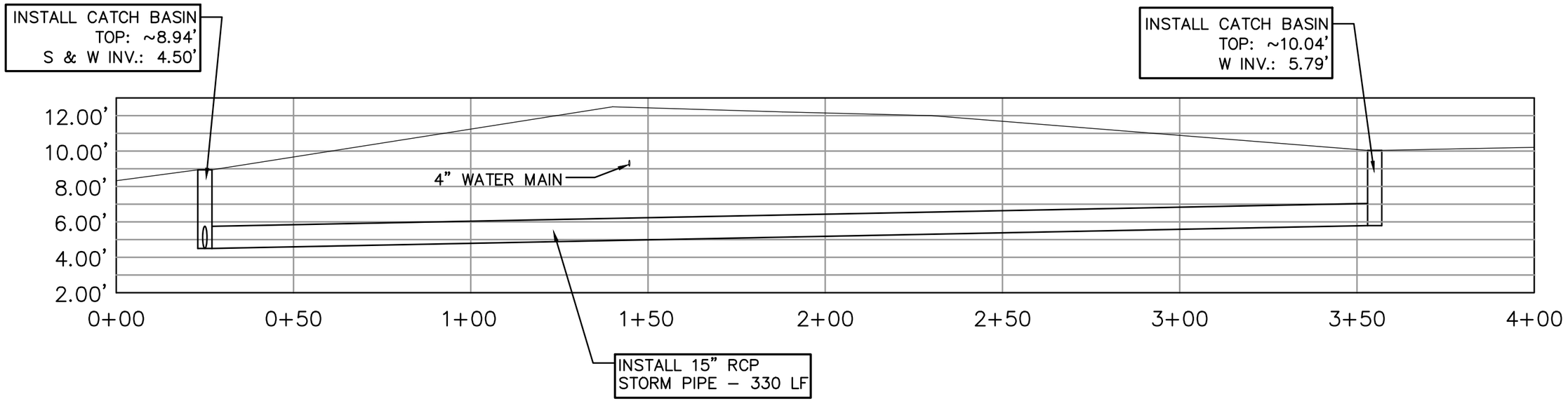
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

ORCHARD LANE STORMWATER DRAINAGE IMPROVEMENTS

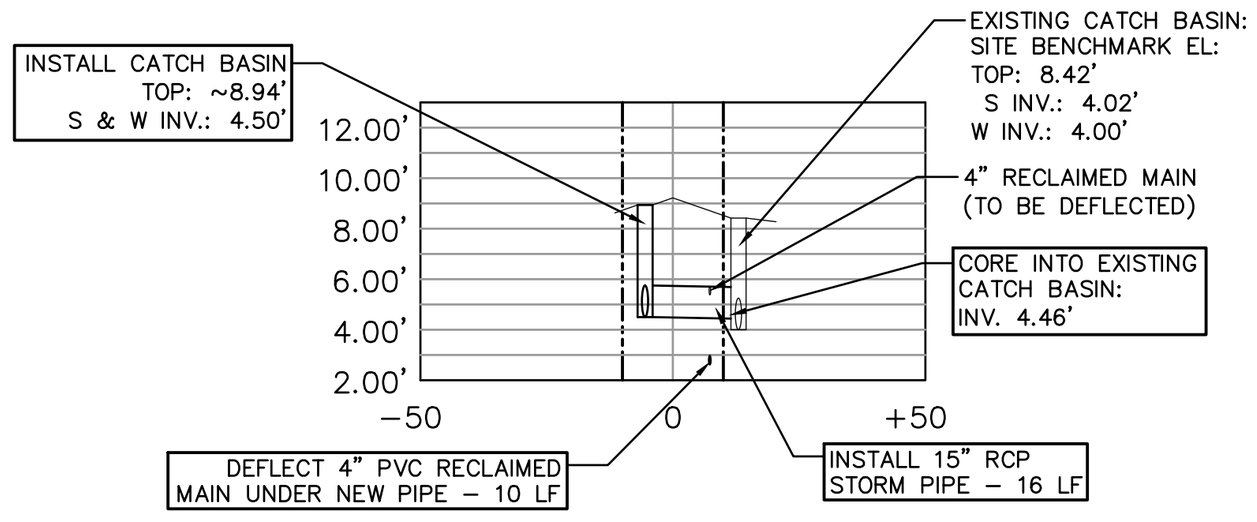
PLAN

DATE: 9/16/25	PROJECT NO.:
SCALE: 1"=30'	FILE NAME:
DRAWN BY: MC	SHEET: 4 of 6



PROFILE

SCALE: H=1"=30' V=1"=6'



CROSS–SECTION

SCALE: H=1"=30' V=1"=6'

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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

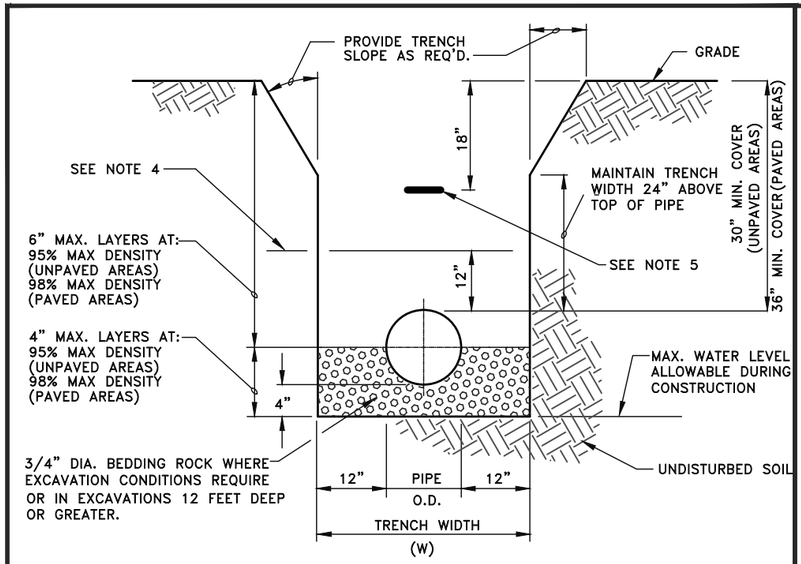
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

ORCHARD LANE STORMWATER DRAINAGE IMPROVEMENTS

PROFILE & CROSS–SECTION

DATE: 9/16/25	PROJECT NO.:
SCALE: H=1"=30' V=1"=6'	FILE NAME:
DRAWN BY: MC	SHEET: 5 of 6

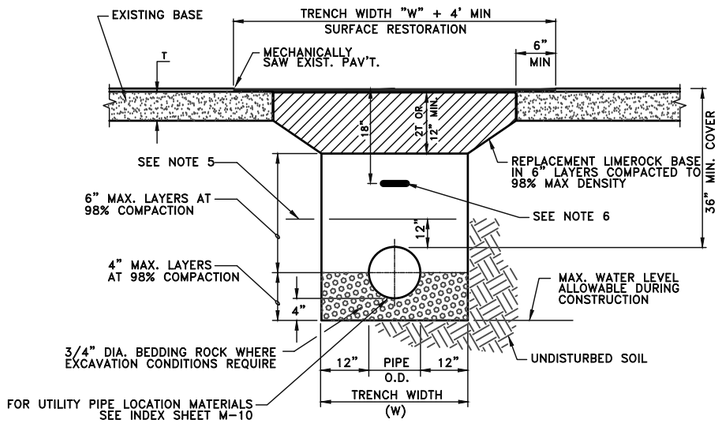


PIPE INSTALLATION DETAIL

NOTES:

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
4. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
5. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.

STANDARD CONSTRUCTION DETAIL **PIPE INSTALLATION** NTS	INDEX M-9	MAY 2020

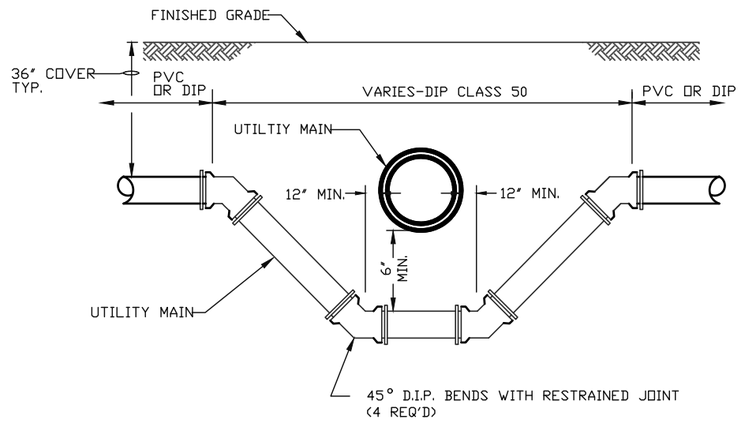


PAVEMENT CUT AND PATCH DETAIL

NOTES:

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. NEW SURFACING MATERIALS SHALL BE CONSISTENT WITH EXISTING AND SHALL HAVE LAPPED & FEATHERED JOINTS (1 1/2" MIN. THK.)
4. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COMPACTION TEST REPORTS TO CITY INSPECTOR.
5. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
6. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.
7. EIGHT INCHES (8") OF HIGH EARLY-STRENGTH CONCRETE MAY BE SUBSTITUTED FOR LIMEROCK UPON APPROVAL BY CITY ENGINEER.

STANDARD CONSTRUCTION DETAIL **PAVEMENT CUT AND PATCH** NTS	INDEX R-8	MAY 2020



NOTES: 1. ABOVE DETAIL TO BE UTILIZED IF CONTRACTOR CANNOT MAINTAIN 6' CLEAR BETWEEN MAINS BY DEFLECTING PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. MAINTAIN 12" BELOW A POTABLE WATER MAIN.

STANDARD CONSTRUCTION DETAIL **PIPE CROSSING** NTS.	INDEX RW-8	JUNE 2023

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	BID
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City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
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ALEX SCHUMANN, P.E. CITY ENGINEER

ORCHARD LANE STORMWATER DRAINAGE IMPROVEMENTS

DETAILS

DATE: 9/16/25	PROJECT NO.:
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 6 of 6

BID OPENING TABULATION

Orchard Lane Stormwater Drainage Improvements

Bid No. 2026-06

December 4, 2025 at 2:00 PM

Contractor	Addendum 1	Bid Bond	Total Bid
Garcia Civil	y	y	$155,472.70
ADEC Construction	y	y	$250,550.00
Nelson Construction	y	y	$147,650.00
GPS Civil	y	y	$217,750.00
Built-Rite	y	y	$201,900.00
All State Civil	y	y	$152,705.00
Thadcon	y	y	$256,310.00
Masci	y	y	$383,480.00
JD Weber	y	y	$178,736.46

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Rob Hart
Purchasing Coordinator

Opened by: Lane Carter
Civil Engineer

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.E.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Work Authorization - Utility Master Plan Update		
Recommended Action	Staff recommends approval of the work authorization for engineering services related to the Utility Master Plan Update project to Mead & Hunt, Inc. for the not-to-exceed amount of $365,891.		
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 Work Authorization to Mead & Hunt, Inc. for engineering services pertaining to a Utility Master Plan Update.

The Utility Master Plan establishes a comprehensive planning document aimed at identifying the short term, medium term, and long term needs of the City's entire utility system. Components within this document include, but are not limited to, the raw water system, the potable water system, the wastewater collection system, and the reclaimed water system. The current comprehensive master plan update was completed in 2015 by Mead & Hunt. Since that time, several changes to the infrastructure and area have occurred. As such, this project is aimed at updating the existing utility master plan to the 2026 calendar year conditions while projecting out to the 2035-2045 time horizon.

Tasks included within the attached proposal from Mead & Hunt include: establishing future population projections, updating the City's existing hydraulic modeling software, reviewing recent development reports/files, assessing the existing utility infrastructure system, showcasing the impacts of projected infrastructure projects/developments, discussing current and upcoming regulatory requirements, and making recommendations for future capital improvement projects. Additionally, this project scope includes the creation of a presentation for the Commission at a future workshop, should the commission wish to provide their input on anything pertaining to this utility master plan update.

On May 21, 2024, the City Commission approved Resolution No. 2024-82, which authorized the

execution of continuing contracts with professional engineering firms. Mead & Hunt has extensive experience with the City's utility systems, which allows them to provide well-suited, economical services for this utility master plan update project.

Financial Impact

Funding for this project of $380,000 is included in the Fiscal Year 2025-2026 budget, within Fund 434 - Water Impact Fees.

Citizen Impact

Updating the Utility Master Plan allows the City to schedule and budget for priority-based projects throughout the City's service area. This effort will assist the utility department in providing a reliable system for the City's customers.

Attachments

1. 26-05 Utility Master Plan Update -Mead & Hunt (P25-0184G)
2. Work Authorization - Utility Master Plan - Mead Hunt

RESOLUTION NO. 2026-05

A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE ENGINEERING SERVICES REGARDING THE UTILITY MASTER PLAN UPDATE PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Mead & Hunt, Inc., an engineering firm under continuing contract with the City, to provide engineering services regarding the utility master plan update 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 Mead & Hunt, Inc., to provide engineering services for the aforedescribed project at a cost not to exceed $365,891.00, 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 Impact Fee Fund (434) 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 Mead & Hunt, Inc. to provide engineering services regarding the utility master plan update project at a cost not to exceed $365,891.00 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 Mead & Hunt, Inc. to provide engineering services for the Project at the said price, and to pay the cost therefor from the Water Impact Fee Fund.

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

APPROVED AND AUTHENTICATED this 20th day of January, 2026.

_____
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 Mead & Hunt, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: 2025 Utility Master Plan Update

Project Description: Prepare an update to the 2015 Utility Master Plan, which includes evaluating future growth, potential impacts upon existing utility infrastructure, required improvements, schedules, and cost estimates. Also includes assistance with preparing a Capital Improvement Plan for the next 5, 10, and 20-year period. Additional details are in the attached proposal dated December 3, 2025.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Project Management	Fixed Fee	$19,294.00
Data Collection & Site Reconnaissance	Fixed Fee	$72,744.00
Population Projections & Level of Service	Fixed Fee	$13,933.00
Utility Systems Hydraulic Modeling	Fixed Fee	$146,556.00
Utility Systems Infrastructure	Fixed Fee	$61,686.00
Regulatory Agency Assessment & Outlook	Fixed Fee	$16,740.00
Utility Systems Master Plan Update Report	Fixed Fee	$16,001.00
City Commission Meeting	Fixed Fee	$12,937.00
Reimbursables	Actual Cost	$1,000.00
Contingency	Actual Cost	$5,000.00
Total Fee Authorized:	**Not to Exceed**	**$365,891.00**

Funding Source: Water Impact Fees Fund (434)

Estimated Time for Completion: 455 Days from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Jason Leslie
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
MEAD & HUNT, INC.

By: _____
Brad T. Blais, P.E.
Vice President

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.

December 3, 2025

Mike Stephenson, P.E.
Utilities Engineer
City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

Email: mike.stephenson@ormondbeach.org

Subject: City of Ormond Beach Utility System Master Plan Update

Dear Mr. Stephenson,

We are pleased to present this scope and fee estimate to the City of Ormond Beach for an update to the utility system master plan last completed by Mead & Hunt in 2015. The enclosed scope of services and fee estimate describes the proposed tasks to be completed, estimated fee per task, and estimated time to completion.

This update will evaluate future growth, potential impacts upon existing utility infrastructure, required improvements, schedules and cost estimates. Proposed tasks include population & flow projections, hydraulic modeling, infrastructure evaluations, regulatory assessments, report preparation, and workshops with the City Commission. Upon completion and acceptance, we will assist staff with short-term, mid-term and long-term capital improvement planning.

The estimated time to complete the evaluation and reporting phase is approximately 12 months followed by workshop presentations and CIP assistance. A total time frame of 15 months will be required for final completion and adoption of the proposed Utility Master Plan update. We appreciate the opportunity to continue serving the City of Ormond Beach and are available at your convenience to discuss any questions you may have.

Sincerely,
MEAD & HUNT, Inc.

Cassandra Cissell

Cassandra “Casey” Cissell, P.E.
Project Manager

Michael Jankowski

Michael Jankowski, P.E.
Project Engineer

CC/MJ;bf

Attachment: Scope of Services and Fee Estimate

CITY OF ORMOND BEACH
SCOPE OF SERVICES
FOR
UTILITY SYSTEM MASTER PLAN UPDATE

This Task Order is in conformance with the Continuing Contract for Water and Reuse Distribution/Wastewater Collection, and Water Supply and Treatment/Wastewater Treatment Services, RFQ 2023-16 dated May 21, 2024, between the City of Ormond Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

PROJECT UNDERSTANDING

The project involves updating the OWNER'S utility system master plan, previously updated by Mead & Hunt in 2015. This update will evaluate future growth, potential impacts upon existing utility infrastructure, required improvements, schedules, and cost estimates (including a contingency of 20%). Proposed tasks include population & flow projections, hydraulic modeling, infrastructure evaluations, regulatory assessments, report preparation, and workshops with the City Commission. Upon final completion, we will assist in preparing a Capital Improvement Plan (CIP) for the next 5-, 10-, and 20-year, i.e., short, mid, and long-term planning periods.

The focus of the Utility Master Plan (UMP) will be the following:

- Raw water
- Potable water treatment, transmission, and distribution
- Sanitary sewer collection and transmission
- Water reclamation
- Reclaimed water transmission and distribution
- Regulatory compliance (Senate Bill 64, Lead and Copper Rule, biosolids)

Ancillary topics will include:

- Population projections (provided by the OWNER) and the status and impact of current developments
- Outside agencies and requirements/request (e.g., Volusia County, Florida Department of Transportation, etc.)
- Other departments (e.g., planning, finance, etc.)
- Miscellaneous (e.g., supervisory control and data acquisition [SCADA], portable generators for lift station, etc.)

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule, and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated fifteen (15) month project duration. The PM will manage the development of project work. The PM will provide project updates to the OWNER via work activity reports on monthly invoices and quarterly project status meetings. Quarterly project status meetings will be held virtually.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

General

MEAD & HUNT will request and review available record drawings, operational records, current or prior computer models, spreadsheets, monthly operating reports, daily monitoring reports, developer plans, geographic information system (GIS) data, customer billing data, and other data supporting the UMP effort.

Site Reconnaissance

MEAD & HUNT will conduct up to six (6) site visits up to eight (8) hours each and three (3) MEAD & HUNT staff to verify existing conditions and collect photographic and other data needed for the UMP. These will include:

- One (1) potable treatment plant tour
- One (1) water reclamation facility tour
- Two (2) days of site visits to document OWNER sanitary sewer master lift stations and/or OWNER selected facilities.
- Up to two (2) site visits for follow-up on plant or facility tours, or view other infrastructure components of the OWNER'S system

PHASE 3 – POPULATION AND FLOW PROJECTIONS, ESTABLISH LEVEL OF SERVICE (LOS) CRITERIA

MEAD & HUNT will prepare a Utility Master Plan (UMP) section summarizing the population projections (provided by the OWNER) for the OWNER'S utility systems and the associated demands or loadings based on the OWNER'S target level of service. This UMP section includes an assessment of the wholesale

service area west of I-95 and south of SR 40 and potential impacts upon scheduling improvements in the western service area. Upon establishing the LOS for water and sewer, MEAD & HUNT will assist the OWNER in reconciling their current FDEP committed capacity records for submission to FDEP and use for future development capacity reservations.

Upon completion of QA/QC, the resulting UMP section will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft UMP section review meeting.

Deliverables – Population Projections and Level of Service

- Draft Population Projections and Level of Service UMP section (electronic PDF format)
- Population Projections and Level of Service Review Meeting Summary (electronic PDF format)
- Final Population Projections and Level of Service UMP section (electronic PDF format)

PHASE 4 – UTILITY SYSTEMS HYDRAULIC MODELING

MEAD & HUNT will perform hydraulic modeling for the OWNER'S potable water, sanitary sewer, and reclaimed water systems and generate associated CIP recommendations based on projected deficiencies for 5-, 10-, and 20-year planning periods. The previous master plan update was performed using Bentley InfoWater version 8.5 and must be upgraded to the current version of Bentley InfoWater Pro (2026) as designated by OWNER.

Task 1 – HYDRAULIC DESIGN CRITERIA

MEAD & HUNT will summarize the design criteria to be used during modeling efforts for deficiency identification for review and discussion with the OWNER as part of a UMP section. Criteria will be based on OWNER'S requirements, industry standards, engineering experience and judgement.

Upon completion of QA/QC, a UMP section for Task 1 will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft UMP section review meeting.

Task 2 – POTABLE WATER SYSTEM

Based on the spatially allocated population and demand projections from Phase 3, the design criteria from Phase 4 Task 1, OWNER supplied development information, and OWNER supplied GIS and other information, MEAD & HUNT will update the OWNER'S model, perform hydraulic modeling and recommend CIP projects based on projected deficiencies as defined by Task 1.

Scenarios for each planning period (5-, 10-, and 20-year) will include:

- 24-hour extended period simulation (EPS) under average day demand (ADD) analyzing for and reporting projected minimum and maximum pressures, maximum velocities, and maximum head loss gradient

- 24-hour EPS under maximum day demand (MDD) analyzing for and reporting projecting minimum and maximum pressures, maximum velocities, and maximum head loss gradient
- 24-hour steady state (SS) maximum day demand plus fire flow (MDD+FF) analyzing for and reporting the projected available fire flow from every system hydrant (or aggregates of hydrants represented by model junctions)
- 168-hour water age and flushing analyses analyzing for and reporting projected water age under minimum month demand (or alternatively ADD) to represent water quality under standard conditions and OWNER flushing analyses with possible recommendations

Exclusions: Field testing will not be performed by MEAD & HUNT. Model results will be compared to SCADA and OWNER-performed field testing where available for calibration and verification, and industry standards and engineering judgements will be made where necessary (e.g., Hazen-Williams C-factors for piping).

Task 3 – SANITARY SEWER SYSTEM

Based on the spatially-allocated population and demand projections from Phase 3, the design criteria from Phase 4 Task 1, OWNER supplied development information, and OWNER supplied GIS and other information, MEAD & HUNT will update the OWNER'S model, perform hydraulic modeling and recommend CIP projects based on projected deficiencies.

The scenarios for each planning period (5-, 10-, and 20-year) will include:

- Lift stations operating at half-on to reflect typical existing conditions per OWNER
- More detailed analysis highlighting lift stations noted by OWNER to have lengthy runtimes in the aftermath of storm events

Exclusions: Field testing will not be performed by MEAD & HUNT. Lift station drawdown testing performed by the OWNER will be incorporated into model calibration. Modeling will be limited to lift stations and force mains, i.e., no gravity sewers will be modeled. Model observations may allow for a limited amount of gravity sewer CIP recommendations.

Task 4 – RECLAIMED WATER SYSTEM

Based on the spatially-allocated population and demand projections from Phase 3, the design criteria from Phase 4 Task 1, OWNER supplied development information, and OWNER supplied GIS and other information, MEAD & HUNT will update the OWNER'S model, perform hydraulic modeling and recommend CIP projects based on projected deficiencies.

The scenario for each planning period (5-, 10-, and 20-year) will include:

- SS analysis under ADD
- SS analysis under MDD

The OWNER currently utilizes a reclaimed watering schedule incorporating three (3) zones. The existing/proposed reclaimed zones will be reviewed with applicable recommendations provided. Expansion of reclaimed water service to new developments and integration with future projects will be a focus.

Exclusions: Field testing and formal model calibration will not be performed by MEAD & HUNT.
Upon completion of QA/QC, a UMP section covering Tasks 2-4 will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft UMP section review meeting.

Phase 4 Deliverables – Utility Systems Hydraulic Modeling

- Draft Hydraulic Design Criteria UMP section (electronic PDF format)
- Hydraulic Design Criteria Review Meeting Summary (electronic PDF format)
- Final Hydraulic Design Criteria UMP section (electronic PDF format)
- Draft Utility Systems Hydraulic Modeling UMP section (electronic PDF format)
- Utility Systems Hydraulic Modeling Review Meeting Summary (electronic PDF format)
- Final Utility Systems Hydraulic Modeling UMP section (electronic PDF format)

PHASE 5 – UTILITY SYSTEMS INFRASTRUCTURE

Based on OWNER'S requests, MEAD & HUNT will document, analyze, and summarize the status of existing or proposed infrastructure and make CIP recommendations phased for 5-, 10-, and 20-year planning period intervals.

Task 1 – RAW WATER SYSTEM

Based on site visits and OWNER supplied information, MEAD & HUNT will provide CIP recommendations for raw water system infrastructure with a focus on the following:

- Wells and wellfields
- Saltwater intrusion
- Secondary raw water transmission/new plant location
- Future lower Floridan aquifer wells/wellfield

Exclusions: Neither field testing nor hydraulic modeling will be performed.

Task 2 – POTABLE WATER SYSTEM

Based on site visits and OWNER supplied information, MEAD & HUNT will provide CIP recommendations for potable water system infrastructure with a focus on the following:

- Leeway Tank & Station
- Renewal and replacement of gaining pipelines
- Lead and copper rule
- Flushing maps
- Scouring program

- US 1 water main reinforcement

Task 3 – POTABLE WATER TREATMENT

Based on site visits and OWNER supplied information, MEAD & HUNT will provide CIP recommendations for potable water system infrastructure with a focus on the following at a minimum:

- Recommendations for plant updates
- Review of low-pressure reverse osmosis (LPRO) system operation and performance
- Review lime softening system operation and performance
- Review options for system units and operations modifications with the OWNER

Task 4 – SANITARY SEWER COLLECTION SYSTEM

Based on site visits and OWNER supplied information, MEAD & HUNT will provide CIP recommendations for sanitary sewer collection system infrastructure with a focus on the following at a minimum:

- Collection system investigation requirements
- Force main replacement priorities
- Evaluate elimination of Smith & Loveless stations
- New lift stations
- New force mains

Task 5 – WATER RECLAMATION FACILITY

Based on site visits and OWNER supplied information, MEAD & HUNT will provide CIP recommendations for water reclamation facility infrastructure with a focus on the following at a minimum:

- Recommendations for plant updates
- Influent pump station
- Clarifier rehabs
- Headworks evaluation
- Mixers/valve actuators rehab
- Switchgear/SCADA
- New plant capacity out west

Task 6 – RECLAIMED WATER SYSTEM

Based on site visits and OWNER supplied information, MEAD & HUNT will provide CIP recommendations for reclaimed water system infrastructure with a focus on the following at a minimum:

- State Bill 64
- Reservoir and airport piping
- Metering/control valves for rationing

Task 7 – RELATED INFRASTRUCTURE

Based on site visits and OWNER supplied information, MEAD & HUNT will provide CIP recommendations for related infrastructure with a focus on the following at a minimum:

- SCADA needs

- Connection of existing fiber conduit with fiber installation
- Equipment needs evaluation
- Generator life cycle/replacement schedule
- Western Ormond Utilities Plan versions to incorporate
- Potable generators to support wastewater lift station system during storm events

Upon completion of QA/QC, a UMP section will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft UMP section review meeting.

Deliverables – Utility Systems Infrastructure

- Draft Utility Systems Infrastructure UMP section (electronic PDF format)
- Utility System Infrastructure Review Meeting Summary (electronic PDF format)
- Final Utility Systems Infrastructure UMP section (electronic PDF format)

PHASE 6 – REGULATORY AGENCY ASSESSMENT AND OUTLOOK

MEAD & HUNT will incorporate and address known requests and requirements from the following agencies and departments:

- Saint John's River Water Management District (SJRWMD)
- Florida Department of Environmental Protection (FDEP)
- United States Environmental Protection Agency (USEPA)
- Volusia County
- Florida Department of Transportation (FDOT)
- Florida State Legislature
- City of Ormond Beach Planning
- City of Ormond Beach Finance

Upon completion of QA/QC, a UMP section will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft UMP section review meeting.

Deliverables – Regulatory Agenda Assessment and Outlook

- Draft Regulatory Agenda Assessment and Outlook UMP section (electronic PDF format)
- Utility System Infrastructure Review Meeting Summary (electronic PDF format)
- Final Regulatory Agenda Assessment and Outlook UMP section (electronic PDF format)

PHASE 7 – UTILITY SYSTEMS MASTER PLAN UPDATE REPORT

MEAD & HUNT will utilize the UMP sections completed in Phases 2-7 to compose the Utility Systems Master Plan Update, including an Executive Summary.

Upon completion of QA/QC, the Draft Utility Systems Master Plan Update will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a one-month period. At the end of the OWNER'S review period, MEAD & HUNT will schedule and attend a draft UMP review meeting.

Deliverables – Utility Master Plan Update Report

- Draft Utility Systems Master Plan Update (electronic PDF format)
- Utility Systems Master Plan Update Review Meeting Summary (electronic PDF format)
- Final Utility Systems Master Plan Update (electronic PDF format)
- InfoWater Pro Hydraulic Models for Potable Water, Sanitary Sewer, and Reclaimed Water
- Supporting spreadsheets, shapefiles, and other digital data

PHASE 8 – CITY COMMISSION MEETING AND WORKSHOPS

MEAD & HUNT will assist in the creation of a digital presentation for a City Commission workshop and participate in the presentation of the Utility Systems Master Plan Update. Attendance at a regularly scheduled City Commission meeting for adoption of the Update Report.

Deliverables – City Commission Meeting and Workshop

- City Commission Presentation (electronic PDF format)
- City Commission Presentation (electronic PPTX format)

PHASE 9 – REIMBURSABLES

This phase covers out-of-pocket direct job expenses, including printing, reproductions, and postage. All items in this phase will be billed at cost.

PHASE 10 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. MEAD & HUNT will not bill against the contingency funding without prior written authorization from the OWNER. Upon approval from the OWNER, work will proceed, and the actual cost will be applied against the Contingency. Upon completion of the project, any unused Contingency funds will be returned to the City.

RESPONSIBILITIES OF OWNER

This scope of services and compensation are based on the OWNER performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions
- Access to the project sites
- Available data, drawings, and information related to the project
- Review of draft UMP sections within two (2) weeks of receipt
- Protection of MEAD & HUNT-supplied digital information or data, if any, from contamination, misuse, or changes

ASSUMPTIONS AND LIMITATIONS

MEAD & HUNT prepared this Scope of Work based on discussions at the 10/30/2025 project scoping meeting with the following assumptions and limitations. If any of the below assumptions prove to be incorrect, MEAD & HUNT will consult with the OWNER and as necessary or appropriate, modify this Scope of Work via a Scope Change.

- Data Availability: The OWNER will provide access to all relevant data, including GIS shapefiles, site plans, asset inventories, historical operating data, and condition assessments, as needed for analysis and modeling
- Site Access: The OWNER will facilitate access to all required sites for reconnaissance, tours, and inspections
- Timely Review: The OWNER will review draft UMP sections within two (2) weeks of receipt to maintain the project schedule
- Staff Support: The OWNER will provide field staff for any required site-specific investigations, such as lift station drawdown testing or hydrant flow/pressure testing, if these are later deemed necessary
- Development Information: The OWNER will supply up-to-date information on planned developments, phasing, and buildout schedules for integration into demand projections and modeling
- Regulatory Guidance: The project will be guided by current regulatory requirements (e.g., SB 64, Lead & Copper Rule, biosolids), and any future changes will be addressed via scope modification if needed
- Coordination: The OWNER will coordinate with outside agencies (SJRWMD, FDEP, EPA, FDOT, Volusia County)

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Model field testing for calibration
- Electrical components
- Field investigations
- Funding assistance

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*455 days*	*Receipt of Notice to Proceed*
Phase 2 – Data Collection and Site Reconnaissance	*60 days*	*Receipt of Notice to Proceed*
Phase 3 – Population Projections and Level of Service	*90 days*	*Receipt of Notice to Proceed*
Phase 4 – Utility Systems Hydraulic Modeling	*300 days*	*Receipt of Notice to Proceed*
Phase 5 – Utility Systems Infrastructure	*300 days*	*Receipt of Notice to Proceed*
Phase 6 – Regulatory Agency Assessment & Outlook	*300 days*	*Receipt of Notice to Proceed*
Phase 7 – Utility Systems Master Plan Update Report	*365 days*	*Receipt of Notice to Proceed*
Phase 8 – City Commission Meeting	*455 days*	*Receipt of Notice to Proceed*
Phase 9 – Reimbursables	*455 days*	*Receipt of Notice to Proceed*
Phase 10 – Contingency	*455 days*	*Receipt of Notice to Proceed*

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is **$365,891**. The Contingency Funds authorized for use on this project may only be expended upon written approval from the OWNER. Any out-of-scope work performed requiring the release of Contingency Funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the OWNER.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$19,294*	*Lump Sum*
Phase 2 – Data Collection and Site Reconnaissance	*$72,744*	*Lump Sum*
Phase 3 – Population Projections and Level of Service	*$13,933*	*Lump Sum*
Phase 4 – Utility Systems Hydraulic Modeling	*$146,556*	*Lump Sum*
Phase 5 – Utility Systems Infrastructure	*$61,686*	*Lump Sum*
Phase 6 – Regulatory Agency Assessment & Outlook	*$16,740*	*Lump Sum*
Phase 7 – Utility Systems Master Plan Update Report	*$16,001*	*Lump Sum*
Phase 8 – City Commission Meeting	*$12,937*	*Lump Sum*
Subtotal	***$359,891***	
Phase 9 – Reimbursables	*$1,000*	*Actual cost*
Phase 10 – Contingency	*$5,000*	*TBD*
TOTAL	***$365,891***	

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Ormond Beach and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

MEAD AND HUNT, INC.		Approved by: MEAD AND HUNT, INC.	
By:	Cassandra Cissell	By:	
	Author/Submitter		*Authorized Signer Review*
Name:	Cassandra 'Casey' Cissell, P.E.	Name:	Brad T. Blais, P.E.
Title:	Project Manager	Title:	Vice President/Client Manager
Date:	December 3, 2025	Date:	December 3, 2025

Accepted by: CITY OF ORMOND BEACH

By: _____

The above person is authorized to sign for the Owner and bind the Owner to the terms hereof.

Name: _____

Title: _____

Date: _____

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF ORMOND BEACH, 22 S. BEACH STREET, ORMOND BEACH, FL 32174, (386) 676-3331 cityclerk@ormondbeach.org.

CITY OF ORMOND BEACH
UTILITIES MASTER PLAN UPDATE
ESTIMATED MANHOUR SCHEDULE
December 2, 2025

Phase	Description	Principal	Project Engineer	Senior Associate	Senior Associate	Project Engineer	Project Engineer	Engineer II	Engineer I	Project Assistant I	Total Task ($)
	Hourly Rate	$ 355.00	$ 250.00	$ 323.00	$ 323.00	$ 250.00	$ 250.00	$ 180.00	$ 153.00	$ 95.00	See Below
1	**Project Management**										
	Project Kick-Off Meeting	2	2	2	2	2					$ 3,002.00
	Project Coordination	2	12	4	4	4				30	$ 10,144.00
	Project Meetings		10	2	2	2					$ 4,292.00
	Internal Kick-Off Meeting	2	1	1	1	1					$ 1,856.00
	Subtotals	**6.0**	**25.0**	**9.0**	**9.0**	**9.0**	**0.0**	**0.0**	**0.0**	**30.0**	**$ 19,294.00**
2	**Data Collection and Site Reconnaissance**										
	Data Collection		24	24	24	24		24	24		$ 35,496.00
	Site Reconnaissance		24	36	36			24	24		$ 37,248.00
	Subtotals	**0.0**	**48.0**	**60.0**	**60.0**	**24.0**	**0.0**	**48.0**	**48.0**	**0.0**	**$ 72,744.00**
3	**Population Projections and Level of Service**										
	Draft UMP Section #1		2			8		8	8		$ 5,164.00
	QA/QC UMP Section #1					4		4	4		$ 2,332.00
	Draft UMP Section #1 Meeting		2			2	4				$ 2,000.00
	Draft UMP Section #1 Meeting Summary		1			1					$ 500.00
	Final UMP Section #1		2			4		4	4		$ 2,832.00
	QA/QC UMP Section #1	1	1			1	1				$ 1,105.00
	Subtotals	**1.0**	**8.0**	**0.0**	**0.0**	**20.0**	**5.0**	**16.0**	**16.0**	**0.0**	**$ 13,933.00**
4	**Utility Systems Hydraulic Modeling**										
Task 1	**Hydraulic Design Criteria**										
	Draft UMP Section #2		2			12		12	12		$ 7,496.00
	QA/QC UMP Section #2					2	4	2	2		$ 2,166.00
	Draft UMP Section #2 Meeting		2			2					$ 1,000.00
	Draft UMP Section #2 Meeting Summary		1								$ 250.00
	Final UMP Section #2		2			2		2	2		$ 1,666.00
	QA/QC UMP Section #2	1	2			2	2				$ 1,855.00
Task 2	**Potable Water System**		8			72		72	72		$ 43,976.00
Task 3	**Sanitary Sewer System**		8			48		48	48		$ 29,984.00
Task 4	**Reclaimed Water System**		8			24		24	24		$ 15,992.00
	Draft UMP Section #3					32		32	32		$ 18,656.00
	QA/QC UMP Section #3		8			8	16	8	8		$ 10,664.00
	Draft UMP Section #3 Meeting		2			2					$ 1,000.00
	Draft UMP Section #3 Meeting Summary		1			1					$ 500.00
	Final UMP Section #3		2			12		12	12		$ 7,496.00
	QA/QC UMP Section #3	1	2			4	8				$ 3,855.00
	Subtotals	**2.0**	**48.0**	**0.0**	**0.0**	**223.0**	**30.0**	**212.0**	**212.0**	**0.0**	**$ 146,556.00**
5	**Utility Systems Infrastructure**										
	Draft UMP Section #4		48	48				48	48		$ 43,488.00
	QA/QC UMP Section #4						16				$ 4,000.00
	Draft UMP Section #4 Meeting		2	2							$ 1,146.00
	Draft UMP Section #4 Meeting Summary		1	1							$ 573.00
	Final UMP Section #4		2	8	8			8	8		$ 8,332.00
	QA/QC UMP Section #4	1	2	2	2		8				$ 4,147.00

	Subtotals	**1.0**	**55.0**	**61.0**	**10.0**	**0.0**	**24.0**	**56.0**	**56.0**	**0.0**	**$**	**61,686.00**
6	**Regulatory Agency Assessment and Outlook**											
	Draft UMP Section #5		8	8	8			8	8		$	9,832.00
	QA/QC UMP Section #5						4				$	1,000.00
	Draft UMP Section #5 Meeting		2	2	2						$	1,792.00
	Draft UMP Section #5 Meeting Summary		1	1	1						$	896.00
	Final UMP Section #5		2	2	1						$	1,469.00
	QA/QC UMP Section #5	1	1	1	1		2				$	1,751.00
	Subtotals	**1.0**	**14.0**	**14.0**	**13.0**	**0.0**	**6.0**	**8.0**	**8.0**	**0.0**	**$**	**16,740.00**
7	**Utility Systems Master Plan Update Report**											
	Draft Utility Systems Master Plan Update Report		4	4	4	4		4	4		$	5,916.00
	QA/QC Utility Systems Master Plan Update Report		1	1	1	1	12				$	4,146.00
	Draft Utility Systems Master Plan Update Report		2	1	1	1					$	1,396.00
	Draft Utility Systems Master Plan Update Report		1	1	1	1					$	1,146.00
	Final Utility Systems Master Plan Update Report		2	1	1	1					$	1,396.00
	QA/QC Utility Systems Master Plan Update Report	1	1	1	1	1	2				$	2,001.00
	Subtotals	**1.0**	**11.0**	**9.0**	**9.0**	**9.0**	**14.0**	**4.0**	**4.0**	**0.0**	**$**	**16,001.00**
8	**City Commission Meeting**											
	Power Point Presentation		8	8	8	8		8	8		$	11,832.00
	Presentation to City Commission	1	3								$	1,105.00
	Subtotals	**1.0**	**11.0**	**8.0**	**8.0**	**8.0**	**0.0**	**8.0**	**8.0**	**0.0**	**$**	**12,937.00**
	TOTAL ALL TASKS	**13.0**	**220.0**	**161.0**	**109.0**	**293.0**	**79.0**	**352.0**	**352.0**	**30.0**	**$**	**359,891.00**
										Lump Sum Total	**$**	**359,891.00**
9	**Subconsultant/Reimbursables Breakdown:**									Subs/Reimbursables	$	1,000
	Description	Amount								Contingency	$	5,000.00
	Printing/Reproduction/Postage	$ 1,000.00								**GRAND TOTAL**	**$**	**365,891.00**
	Total	**$ 1,000.00**										

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.F.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	JPA with Volusia Co. Fleming Avenue Stormwater Pump Station and Forcemain Project		
Recommended Action	Staff recommends approval of the JPA for Fleming Avenue Stormwater Pump Station and Forcemain Project in the amount not to exceed $3,439,860.		
Strategic Goal	Water Quality & The Environment - Protect and enhance our environment and invest in infrastructure projects and assets that build resilience benefits to reduce flooding risk and increase sustainability.		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

In recent years, the City has experienced several storm events (e.g., Hurricanes Ian, Nicole, and Milton, and the unnamed storm of May 17–24, 2009) which resulted in significant flooding of homes and streets in several areas. Many of the homes experiencing significant impact lie within the Laurel Creek drainage basin. The basin area is predominately within a low-lying floodplain and is subject to flooding due to development in the area; the peak construction period between 1975 and 1985 predated SJRWMD permitting requirements and the minimum floor elevation requirements imposed by the City's Land Development Code.

Following the unnamed storm of 2009, CDM Smith, a contracted engineering firm, developed a recommendation for a phased solution to address future flooding. Phase 1, which has been completed, consisted of interconnecting the Central Park lakes, connecting to Laurel Creek, construction of flap gates and an emergency pump, infrastructure piping, and establishing a connection location at Wilmette Avenue. These improvements have had a positive impact on flooding in the Central Park area.

This item is a request to authorize the execution of a Joint Participation Agreement (JPA) with Volusia County for funding to allow for bidding and construction of the previously designed Fleming Avenue Stormwater Pump Station and Force Main project, which is Phase 2 of the plan developed by CDM Smith.

In March 2019, with the assistance of the FEMA Hazard Mitigation Grant Program, the City contracted with Mead & Hunt for the development of construction plans, specifications, and bid documents for the project. The project consists of constructing a 40,000gpm flood control pump station on Fleming Avenue next to the southernmost shore of Central Park Lake, and installation of 6,200 linear feet of 36-inch force main to an outfall at the corner of Beach Street & Lorillard Place. This will allow for the discharge of stormwater into the Halifax River via a force main located along the Fleming Avenue corridor. The pump station will be used to quickly draw down the Central Park lake system prior to large storm events and provide additional stormwater attenuation volume, as well as to provide emergency pumping to the river during flood events. The current estimated construction cost is $17,579,721.

The City previously received partial funding from the Florida Legislature for this project. In December 2025, Volusia County allocated funds through its Transform 386 Program. This JPA will allow the County to administer the project under their Transform386/CDBG-DR program. City Staff will be involved in the administration of the project.

Financial Impact

The County will competitively bid the Fleming Avenue Stormwater Pump Station and Force main Project. City staff estimate the cost of this work to be $17,579,721. The City has received a grant from the Florida Department of Environmental Protection in the amount of $5,350,000 and Volusia County funding in the amount of $8,789,860, which leaves an estimated $3,439,860 for the City to fund.

This project was not included in the FY 2025-26 budget and will require a future budget amendment if approved. Funding is available from the reserves of Fund 107-Stormwater Fund.

Citizen Impact

This project will allow for better management of stormwater during flooding events. There will be minimal impacts to the public or traffic during construction.

Attachments

1. 26-06 JPA VC Fleming Ave Stormwater (P25-0193G)
2. Ormond Beach - Fleming Ave - JPA

RESOLUTION NO. 2026-06

A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE COUNTY OF VOLUSIA REGARDING THE FLEMING AVENUE PUMP STATION AND FORCEMAIN PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires enter into a Joint Project Agreement ("JPA") with the County of Volusia regarding the Fleming Avenue pump station and forcemain project ("the Project"), and

WHEREAS, the total Project cost is $17,579,721.00, and

WHEREAS, the Florida Department of Environmental Protection will provide grant funds in the amount of $5,350,000.00, and

WHEREAS, the County of Volusia will provide grant funds in the amount of $8,789,860.00, and

WHEREAS, the City Manager has certified that $3,439,860.00 for the City's portion of funding is appropriated in the Stormwater Fund (107) and will not be appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Joint Project Agreement between the City and the County of Volusia, regarding the Fleming Avenue pump station and forcemain project, a copy of said Joint Participation Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 20th day of January, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND CITY OF ORMOND BEACH FOR FLEMING AVE PUMP STATION AND FORCEMAIN PROJECT

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and **City of Ormond Beach** (CITY), a municipal corporation of the State of Florida, for **Fleming Ave Pump Station and Forcemain** project (PROJECT).

WITNESSETH:

WHEREAS, the COUNTY was awarded $328.9 million in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005 to aid the citizens of Volusia County in their recovery from Hurricane Ian; and

WHEREAS, the CITY has a project, the construction of a pump station and forcemain from Fleming Ave to the Halifax river, and, in conjunction with the County, has determined that the PROJECT is eligible and meets all of the requirements of the HUD Grant B-23-UN-12-0005; and

WHEREAS, on behalf of CITY, the COUNTY will manage the design and construction of the PROJECT; and

WHEREAS, both parties, by this AGREEMENT, agree to ensure compliance with all federal requirements and grant guidelines as outlined herein; and

WHEREAS, the CITY, should it choose to use FEMA Hazard Mitigation Grant Program (HMGP) funds, will petition FEMA for reimbursement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of the PROJECT. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

The CITY has completed the design and engineering and is in the final stages of permitting. Prior to construction and during construction of the PROJECT, the CITY shall provide timely assistance responding to contractor questions or requests for additional information and approvals of contractor shop drawings. The construction contract will include the provision that the contractor's insurance requirements and warranties for the PROJECT will apply to both the COUNTY and CITY.

At its own expense, the CITY shall provide knowledgeable representatives for the design and construction phases to respond to any PROJECT related questions during that phase of the PROJECT. The CITY shall also provide knowledgeable representatives for the design and construction phases to attend and participate in any PROJECT meetings prior to and during the performance of the PROJECT. The CITY shall provide knowledgeable representatives to observe the construction of the PROJECT at its own expense.

The CITY shall be responsible for the cost of the project above and beyond the funding provided by the HUD Grant B-23-UN-12-0005.

D. COUNTY'S RESPONSIBILITIES

The COUNTY shall review the design, engineering, and permitting to ensure that the design of the PROJECT is designed in compliance with the HUD Grant B-23-UN-12-0005 requirements and applicable COUNTY and CITY specifications. Upon completion of the engineering plans, the COUNTY shall procure a construction contract using the COUNTY's procurement methods and as noted in Section F. The COUNTY shall oversee the contractor as the PROJECT is constructed. The COUNTY shall oversee the contractor as the PROJECT is constructed.

The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.

E. COMPLIANCE

1. DAVIS-BACON ACT

The COUNTY shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by

the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7. The COUNTY shall maintain documentation that demonstrates compliance with applicable hour and wage requirements.

2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

The COUNTY shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing regulations at 24 CFR part 135. The COUNTY shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

F. PROJECT PROCESS

1. PROCUREMENT DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary administrative procurement documents for the PROJECT. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the PROJECT.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract for the PROJECT. The COUNTY will not award the PROJECT without prior review and acceptance by the CITY and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its acceptance of the COUNTY's selection, in writing, within ten (10) days of receipt of notice. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the PROJECT. The COUNTY will not award the PROJECT without receipt of a CITY purchase order within twenty (20) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the PROJECT which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within a ten (10) day review period from the date of notification.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the PROJECT, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If the COUNTY determines that any adjustments, relocations, repair and incidentals are required to be made to the PROJECT during the construction phase, the CITY shall be responsible for funding the resolution to these issues unless covered by HUD Grant B-23-UN-12-0005. The COUNTY shall manage the coordination between the engineer of record responsible for the design of the project and the contractor. The COUNTY shall review the change order documents and the overall cost of the resolution. The COUNTY shall provide a copy of the documents and costs to an authorized CITY representative for review. The CITY shall amend its purchase order to reflect any approved change orders within 10 days of being provided the cost information for the change order by the COUNTY for any portion of the change order not covered by HUD Grant B-23-UN-12-0005. All such work shall be coordinated with the construction of the PROJECT and in a manner that will not cause inordinate delay or expense to the contractor.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final.

The salvage value of any materials related to the PROJECT and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's facilities involved. The CITY agrees that it shall maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities.

G. CITY FUNDING

The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's cost-share portion prior to the award of a contract for the PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the PROJECT to the CITY monthly as the PROJECT is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: Jamee Whited, 22 South Beach St, Ormond Beach, Fl 32174.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the PROJECT performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

H. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

I. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the PROJECT as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY:
VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER
123 WEST INDIANA AVENUE
DELAND, FL 32720

COPY TO:
DONA D. BUTLER
DIRECTOR, ORR
1578 N. WOODLAND BLVD.
DELAND, FL 32720

TO CITY:
CITY OF ORMOND BEACH
ATTN: JOYCE SHANAHAN
CITY MANAGER
22 SOUTH BEACH ST
ORMOND BEACH, FL 32174

COPY TO:
CITY OF ORMOND BEACH
ATTN: SHAWN FINLEY
22 SOUTH BEACH ST
ORMOND BEACH, FL 32174

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the PROJECT.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY. If the COUNTY does not issue an invitation to bid within five years of execution of this AGREEMENT, the AGREEMENT shall terminate.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
JOYCE SHANAHAN
CITY MANAGER

CITY OF ORMOND BEACH

BY: _____
JASON LESLIE
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
SUSAN DAUDERIS
CITY CLERK

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

_____
THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.G.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Additional Work CDBG Central Park Trail Project		
Recommended Action	Staff recommends approval of the additional expenses in the amount of $17,876.21 in the form of Change Order No.1 to the CDBG Central Park Trail project, Bid No. 2025-48.		
Strategic Goal	Public Safety - Other		
Department Staff Contact	Public Works - Engineering Shawn Finley, Assistant City Manager		

Summary

This item addresses the additional work beyond the scope of the original contract that arose during construction.

Currently under construction, the CDBG Central Park Trail Project encountered an area where soil conditions were not consistent with those found throughout other areas of Central Park where trail work was previously completed. The Central Park lake system was originally excavated as lime rock borrow pits. The lime soil excavated from these ponds was transported off-site and used throughout the area as road base material; little of this soil was left behind.

During construction of this project, an area was encountered where lime solid was placed and not removed. Over the years, this soil hardened, requiring mechanical excavation to occur for site preparation. Additionally, longer posts for the boardwalk system were required in these areas.

This item also includes a modification to the design to address a potential drainage issue. A section of sidewalk needed to be thickened, raising the elevation to allow installation of a drainage pipe underneath to allow water to flow beneath. Finally, a steel bollard was placed at the entrance of the trail segment to prevent small, motorized vehicles from driving down the boardwalk while still allowing ADA accessibility.

These costs are fully reimbursable by Volusia County, who will provide the full funding of

$17,876.21, bringing the total contract value of the CDBG Central Park Trail project to $250,039.21, or a change of approximately 7.7%.

Financial Impact

Funding for the Central Park Trail project will be derived from CDBG FY 24-25 for a total project cost of $17,876.21, reimbursed by Volusia County. As this additional work was not included in the original budget, a future budget amendment will be need for this project.

Citizen Impact

None, as the work has been completed.

Attachments

1. 26-07 Central Park Change Order -Paul Culver (P25-0200G)
2. Change Order - Paul Culver

RESOLUTION NO. 2026-07

A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE (1) TO THAT CONTRACT AWARDED TO PAUL CULVER CONSTRUCTION, INC. REGARDING THE CENTRAL PARK TRAIL PROJECT, BY INCREASING THE CONTRACT PRICE BY $17,876.21; 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 Change Order One (1) to that Contract between the City and Paul Culver Construction, Inc. as authorized by Resolution No. 2025-107 for the purpose of modifying the project design to account for unforeseen soil conditions. The said Change Order One (1), a copy of which is attached hereto and incorporated herein by reference, increases the Contract Price by $17,876.21 (from $232,163.00 to $250,039.21).

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

APPROVED AND AUTHENTICATED this 20th day of January, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CHANGE ORDER
No. 1 – Additional Work

PROJECT: CDBG Central Park Trail **Date Issued: 01/20/2026**

BID NUMBER:2025-48

CITY OF ORMOND BEACH
22 South Beach St
Ormond Beach, FL 32174

CONTRACTOR
Paul Culver Construction, Inc.
201 Osceola Avenue
Daytona Beach, FL 32114

You are directed to make the following changes to the Contract Documents:

Increase the Contract Price from $232,163.00 to $250,039.21

Description: Additional work not included in the original scope, to include installation of a steel bollard at trail entrance and modifications to a section of the sidewalk to allow for proper drainage.

CHANGE IN CONTRACT PRICE

Original Contract Price: $232,163.00

Previous Changes: None

Net increase of this Change: $17,876.21

Contract Price with all approved Changes:
$250,039.21

CHANGE IN CONTRACT TIME

Original Contract Time (days)
Substantial Completion: 90 (12/8/25)
Final Completion: 120 (1/6/26)

Previous Changes: None

Increase (days) of this Change: None

Contract time with all approved Changes:
Substantial Completion: 90 (12/8/25)
Final Completion: 120 (1/6/26)

CITY OF ORMOND BEACH

RECOMMENDED:

by: _____
Shawn Finley, P.E.
Assistant City Manager

APPROVED:

by: _____
Jason Leslie, Mayor

attest: _____
Joyce A. Shanahan, City Manager

APPROVED:

by: _____
Paul Culver Construction, Inc.

_____
Title

_____
Printed Name

Paul Culver Construction, Inc.
201 Osceola Ave
Daytona Beach, FL 32114
(386) 763-4190

APPROVED
By culliver at 10:20 am, Oct 10, 2025

CHANGE ORDER REQUEST

Change Order Request not valid until signed by Contractor and Owner

Project: **25-077**
CDBG - Central Park Trail
Bid No. 2025-48
Ormond Beach, FL

Change Request: 1-R1
Date: 10/08/25
Contract Date: 09/08/25

Owner
The City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Reason for Initiation: 250 LF of 16 Foot Posts & Thickened Sidewalk with 6" Storm Pipe

1. Sidewalk 20 x 8 @$13.06		$ 2,089.60
2. Timberline Stability Pads		$ 2,333.00
3. Equipment Rental - Large Excavator with Hammer		$ 3,729.00
4. Supervision for 3 days		$ 2,088.00
5. Credit for Poles 250' (50) 8' Poles @ $30 + tax. (50) x $40 for Labor		$ (3,597.50)
6. Set Poles / Labor - (36) $100 & (14) $75		$ 4,650.00
7. Culvert Pipe & Thickened Edge		$ 1,000.00
8. (50) 16 Foot Poles @ $60.00 plus tax		$ 3,195.00
	Subtotal	$ 15,487.10
10% CM Fee (of Subtotal)		$1,548.71
Grand Total:		**$ 17,035.81**

Contractor:
Paul Culver Construction, Inc.

201 Osceola Ave.
Daytona Beach, FL 32114
Signature:

Paul K. Culver, President

Owner
City Of Ormond Beach

22 South Beach Street
Ormond Beach, FL 32174
Signature:

Paul Culver Construction, Inc.
201 Osceola Ave
Daytona Beach, FL 32114
(386) 763-4190

CHANGE ORDER REQUEST

APPROVED
By culliver at 4:02 pm, Nov 20, 2025

Change Order Request not valid until signed by Contractor and Owner

Project: **25-077**
CDBG - Central Park Trail
Bid No. 2025-48
Ormond Beach, FL

Change Request: 2
Date: 11/13/25
Contract Date: 09/08/25

Owner
The City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Reason for Initiation: 6" Ballard, Core Drill in Sidewalk Above Finish Floor 4'.

1. Ballard	$	700.00
2. Supervision	$	64.00
Subtotal	$	764.00
10% CM Fee (of Subtotal)		$76.40
Grand Total:	**$**	**840.40**

Contractor:
Paul Culver Construction, Inc.

201 Osceola Ave.
Daytona Beach, FL 32114
Signature:

Paul K. Culver, President

Owner
City Of Ormond Beach

22 South Beach Street
Ormond Beach, FL 32174
Signature:

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.H.
Section	CONSENT AGENDA	**Category**	Consent - Resolution
Subject	Ormond Beach Youth Football and Cheerleading Association Lease Agreement, Second Amendment		
Recommended Action	Staff recommends approval of the second amendment to the facilities lease agreement between the City and the Ormond Beach Youth Football and Cheerleading Association, Inc. (OBYFCA).		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

This is a request for the City Commission to approve a second amendment to the facilities lease agreement between the City of Ormond Beach and the Ormond Beach Youth Football & Cheerleading Association, Inc. (OBYFCA).

The initial agreement between the City and OBYFCA was created in 2001 for the Pop Warner football and cheerleading program for a period of 2 years and was automatically extended for additional one-year periods. The first amendment was brought to the City Commission and approved in June 2012.

The OBYFCA agreement incorporates revisions regarding programming and increased use of the sports facilities (lease agreements). The amendments to the contract provide various clarifications, updates to procedural requirements and information, and improve consistency among youth sports facilities lease agreements.

Proposed changes include:

1. Program Expansion - OBYFCA is expanding to operate year-round youth athletic program, including Flag Football and 8 v 8 Tackle Football, in addition to existing tackle football and cheerleading programs.

2. Scheduling and Field Use - OBYFCA shall coordinate with the City's Parks & Recreation Department to establish alternating schedules and field use times, including the use of fields with lighting when needed, as availability permits.
3. Non-Permanent Structures - Any non-permanent structures, including but not limited to storage sheds and equipment, shall be installed, maintained, and removed as necessary by OBYFCA at its sole cost and responsibility. All such structures must be approved in advance by the City and shall be kept in good condition and appearance at all times. OBYFCA shall assume full liability for said structures, including any damage, loss, or injury arising from their placement, use, or condition.

Financial Impact

None

Citizen Impact

By renewing this agreement, residents have the opportunity to participate in a quality youth sports program.

Attachments

1. 26-08 OBYFCA Lease Agr (P25-0173G)
2. OBYFCA CLEAN (Amended & RestatedLease AgrP25-0173G)
3. Exhibit A-conduct policy
4. Insurance Cert
5. Youth Football and Cheerleading, Pop Warner Agreement - First Amended

RESOLUTION NO. 2026-08

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY AND ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC. REGARDING THE USE OF CERTAIN CITY FACILITIES FOR THE PROVISION AND OPERATION OF A YEAR-ROUND ATHLETIC PROGRAM; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and the Ormond Beach Youth football and Cheerleading Association, Inc. are parties to a First Amended Lease Agreement dated June 5, 2012 regarding the use of certain city facilities for the provision and operation of a youth football and cheerleading program, and

WHEREAS, the parties desire to amend the aforestated agreement for the limited purpose of providing clarifications, procedural changes and updated information, 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 Amended and Restated Lease Agreement between the City of Ormond Beach and the Ormond Beach Youth Football and Cheerleading Association, Inc. A copy of said Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 20th day of January, 2026.

JASON LESLIE
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AMENDED AND RESTATED LEASE AGREEMENT WITH

ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION**, **INC.** a Florida non-profit 501(C)(3) corporation ("LESSEE" or "OBYFCA").

WITNESSETH:

WHEREAS, LESSOR entered into an "Agreement" with LESSEE dated March 21, 2001 for the operation of a youth football and cheerleading program, and

WHEREAS, the March 21, 2001 Agreement was replaced by that instrument entitled "Ormond Beach Youth Football and Cheerleading Association, Inc. Lease Agreement" dated August 21, 2007, and

WHEREAS, the August 21, 2007 Lease Agreement was amended by that instrument entitled "First Amended Ormond Beach Youth Football and Cheerleading Association, Inc. Lease Agreement" dated June 5, 2012, and

WHEREAS, LESSOR and LESSEE mutually desire to amend and restate the Lease Agreement dated August 21, 2007 in its entirety to incorporate all amendments thereto, to expand the football program and allow for the addition of a storage shed, and

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 recreation programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated herein below 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

year-round youth football, flag football, 8 v 8 tackle football and cheerleading program ("the program").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and 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, 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 the 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 such unused or surplus funds for the program shall be returned to the LESSOR. The LESSEE shall provide to LESSOR a financial accounting statement of all funds or accounts pertaining to the program, together with a current non-profit certificate verifying the active status of LESSEE, no later than THIRTY (30) days after the end of LESSEE'S fiscal year. THE LESSOR shall have the right, upon reasonable notice to LESSEE, to examine and photocopy any and all records relative to the operation of the program.

The LESSEE shall provide a well-rounded program with registration dates to coincide with each season each year and which shall include a minimum of 51% City of Ormond Beach residents in the 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 the program, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of the 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. In addition, all officers, directors, board members, managers, coaches, volunteers, etc., shall undergo annual background checks at LESSEE'S or individual's expense. LESSEE shall provide annual written verification that this stipulation has been met.

The LESSOR shall pay all expenses for the provision of electricity and water/sewer at all facilities; shall oversee LESSEE in its endeavor to provide the program in Ormond Beach; but shall not maintain or exercise any direct control over the operation of the program.

3. TERM.

The initial term of this Amended and Restated Lease 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 right and privilege of using facilities as described herein below.

> **Ormond Beach Sports Complex**: 60 Doug Thomas Way, Ormond Beach, Florida. The said facilities shall be Multipurpose Fields 11 and 12, the OBSC Championship Field #7 and its concession stand for jamboree, five home dates and up to 2 playoff game dates if applicable.
>
> **Ormond Beach Middle School:** 151 Domicilio Avenue, Ormond Beach, Florida. Use of the OBMS athletic multi/purpose field for the football and cheerleading season for practices shall be allowed through an Interlocal Agreement between the City of Ormond Beach and the Volusia County School Board.

The period for use for 8 v 8 tackle football shall be from January 1 through April 30. The period for use for flag football shall be March 1 through May 31. The period for regular season use for youth football and cheerleading, including jamboree and up to five home dates, and up to 2

playoff dates, if applicable shall be from August 1 through their playoff games. LESSEE shall, at least three weeks prior to the beginning of each season, coordinate with LESSOR'S Parks and Recreation Director a schedule for games and dates. Since there is more than one football/cheerleading organization in Ormond Beach, when scheduling game dates LESSEE must coordinate with the LESSOR for the betterment of the programs. Notice shall be given by Lessee as soon as possible but no later than the end of the last day of the regular season to Lessor as to whether Championship Field #7 will be used for playoff games and if so, the number of dates that will be played, said number not to exceed 2 without prior approval from LESSOR. Thereafter, the facilities may be used for like periods upon renewal of this Agreement.

In the event one or more of LESSEE'S youth football teams make the playoffs, LESSOR will attempt to make available lighted field/fields for the purpose of allowing the team/teams to practice for the playoff dates. It is understood that the OBSC Championship Field #7 will not be used for those practices.

Field lights shall not be used after 11:00 p.m. except to conclude a game 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 field or termination of the Agreement.

5. <u>MAINTENANCE</u>.

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 the facilities. The LESSEE shall not perform any maintenance or repair of the field 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 concession stand, 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 and store all equipment and uniforms at its own expense for all participants of the youth football and cheerleading programs.

LESSEE is permitted to install one non-permanent shed to be located behind the Pop Warner concession stand to be used for storing uniforms and equipment. No hazardous materials shall be stored in the shed. LESSEE shall obtain all required permits prior to installation and shall maintain the shed in good condition and appearance at all times and assumes full liability for said structure including any damage, loss or injury arising from the placement use or condition of the structure.

8. REFEREES.

The LESSEE shall provide all referees for the football 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 program 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 the program, the TWO DOLLARS AND FIFTY CENTS ($2.50) per registrant that would otherwise be retained by LESSOR 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 fee per non-resident in accordance with the LESSOR'S rules and regulations. At the close of registration, the LESSEE will provide registration accounting data to LESSOR, and LESSOR will provide an invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge fee. LESSEE shall remit payment to LESSOR within thirty (30) days of registration ending date.

10. <u>FACILITY AND REGISTRATION FEES</u>.

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 sports 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 fee to non-resident participants and a facility fee to all participants per current fee resolution.

11. <u>CONCESSION STAND</u>.

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

A) The City's Director of Parks and Recreation, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed. At no time shall any alcoholic beverages be served and no tobacco products sold.

B) The LESSEE shall provide trained personnel who must comply with all health department regulations to operate and maintain the concession stand.

C) The LESSEE can enter into for short term utilization of the concession stand by another organization only with the permission of the LESSOR, if the organization provides liability insurance, and only upon a form approved by the LESSOR. It is understood that LESSEE cannot enter into

a sub-lease or any other agreement that would transfer its obligation under this agreement to operate the concession stand other than for brief periods not to exceed 3 days.

D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation and repair of the concession stand equipment.

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 stand.

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 stand.

12. ADVERTISEMENT.

No one shall be permitted to display any permanent advertisement at the facilities without the prior written approval of the City's Director of Parks and Recreation, 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.

13. PROMOTIONAL MATERIAL

All promotional material shall be submitted to the City's Director of Parks and Recreation, or his designee, for approval prior to distribution.

14. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable liability insurance in accordance with **Section 2-315, Code of Ordinances** and Resolution No. 2021-144 as same presently exists or may be hereafter amended. If the OBYFCA enters into a short-term arrangement with a third party for the utilization of the concession stand, the third party is

required to provide applicable insurance in accordance with Section 2-315, Code of Ordinances as same presently exists or may be hereafter amended.

15. LIABILITY AND INDEMNIFICATION.

a) Hold Harmless. The LESSEE shall hold harmless and indemnify LESSOR (including its agents, employees, and officials, both elected and appointed) from and 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 shall pay on behalf of the LESSOR, all attorneys fees and costs of LESSOR'S legal defense (through and including any and all appeals), as may be selected by 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 shall obtain a release and waiver of 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 concession stand, 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 herein below.

DATED this ___ day of _____,2025.

CITY OF ORMOND BEACH

By: _____
JASON LESLIE, Mayor

(SEAL)

Attest:_____
JOYCE SHANAHAN, City Manager

DATED this ___ day of _____, 2025.

ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.

By: _____

Print: _____

Title: _____

Attest: _____

Print: _____

Title: _____

Conduct Policy - Exhibit "A"

Coaches,Players, and Parents Conduct Policies

The Ormond Beach Parks & Recreation Department needs the entire support from the Parks & Recreation 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 Parks & Recreation 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 Parks & Recreation 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 Print Name: _____

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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): _____

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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): _____

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Sadler Insurance, div of Specialty Program Group, LLC 180 River Road, 2nd Floor , Summit, NJ, 07901	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 800-622-7370 x 300 **FAX (A/C No):** 803-256-4017 **E-MAIL ADDRESS:** sport7@sadlerco.com **PRODUCER CUSTOMER ID :**
INSURED Sports Marketing Program Management Inc. Ormond Beach Youth Football and Cheerleaders Association, Inc. 700 Hull Road Ormond Beach, FL, 32174	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Accelerant Specialty Insurance Company / 16890 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** A-SP-SU-25-05-12-341384_382731 **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	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] INCLUDES ATHLETIC PARTICIPANTS GENERAL AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC	Y	N	S0019GL000001-04	07/07/2025	07/07/2026	EACH OCCURRENCE	$ 1,000,000.00
							FIRE DAMAGE TO PREMISES RENTED (Any one premises)	$ 300,000.00
							MED EXP (any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$ 3,000,000.00
							PRODUCTS - COMP/OP AGG	$ 2,000,000.00
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] HIRED AUTOS [ ] ALL OWNED AUTOS [ ] NON-OWNED AUTOS [ ] SCHEDULED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**OTHER** Abuse/Molestation	Y	N	S0019GL000001-04	07/07/2025	07/07/2026	Each Occurrence: $ 1,000,000.00	Aggregate: $ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Liability Policy Deductible: $0.00 Deductible for Bodily Injury and $ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER

City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL, 32174

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Di Perno

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FIRST AMENDED

ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.

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 FOOTBALL AND CHEERLEADING ASSOCIATION, INC.** a Florida non-profit 501(C)(3) corporation ("LESSEE" or "OBYFCA").

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 recreation programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated herein below 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 youth football and cheerleading program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and 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, 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 youth football and cheerleading 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 such unused or surplus funds for the program shall be returned to the LESSOR. The LESSEE shall provide to LESSOR a financial accounting statement of all funds or accounts pertaining to the youth football and cheerleading program, together with a current non-profit certificate verifying the active status of LESSEE, no later than THIRTY (30) days after the end of LESSEE'S fiscal year. THE LESSOR shall have the right, upon reasonable notice to LESSEE, to examine and photocopy any and all records relative to the operation of the youth football and cheerleading program.

The LESSEE shall provide a well-rounded youth football and cheerleading program with participant registration dates to be no earlier than March 1st each year and which shall include a minimum of 51% City of Ormond Beach residents in youth football and in cheerleading; 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 youth football and cheerleading program, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of a youth football and cheerleading 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. In addition, all officers, directors, board members, managers, coaches, volunteers, etc., shall undergo annual background checks at LESSEE'S or individual's expense. LESSEE shall provide annual written verification that this stipulation has been met.

The LESSOR shall pay all expenses for the provision of electricity and water/sewer at all facilities; shall oversee LESSEE in its endeavor to provide youth football and cheerleading programs in Ormond Beach; but shall not maintain or exercise any direct control over the operation of the youth football and cheerleading 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 right and privilege of using facilities as described herein below.

> **Ormond Beach Sports Complex**: 700 Hull Road, Ormond Beach, Florida. The said facilities shall be the OBSC Championship Field #7 and its concession stand for jamboree, five home dates and up to 2 playoff game dates if applicable.
>
> **Ormond Beach Middle School**: 151 Domicilio Avenue, Ormond Beach, Florida. Use of the OBMS athletic multi/purpose field for the football and cheerleading season for practices shall be allowed through an Interlocal Agreement between the City of Ormond Beach and the Volusia County School Board.

The period for regular season use, including jamboree and up to five home dates, and up to 2 playoff dates, if applicable shall be from August 1 through their playoff games usually ending October 31. LESSEE shall, at least three weeks prior to the beginning of each season, coordinate with LESSOR'S Leisure Services Director a schedule for games and dates. Since there is more than one football/cheerleading organization in Ormond Beach, when scheduling game dates LESSEE must coordinate with the LESSOR and other organization (Ormond Beach Pride, Inc.) for the betterment of the programs. Notice shall be given by Lessee as soon as possible but no later than the end of the last day of the regular season to Lessor as to whether Championship Field #7 will be used for playoff games and if so, the number of dates that will be played, said number not to exceed 2 without prior

approval from LESSOR. Thereafter, the facilities may be used for like periods upon renewal of this Agreement.

In the event one or more of LESSEE'S youth football teams make the playoffs, LESSOR will attempt to make available lighted field/fields for the purpose of allowing the team/teams to practice for the playoff dates. It is understood that the OBSC Championship Field #7 will not be used for those practices.

Field lights shall not be used after 11:00 p.m. except to conclude a game 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 field or termination of the Agreement.

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 the facilities. The LESSEE shall not perform any maintenance or repair of the field 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 concession stand, 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 and store all equipment and uniforms at its own expense for all participants of the youth football and cheerleading programs.

8. REFEREES.

The LESSEE shall provide all referees for the football 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 youth football and cheerleading program 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 youth football and cheerleading program, the TWO DOLLARS AND FIFTY CENTS ($2.50) per registrant that would otherwise be retained by LESSOR 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 fee per non-resident in accordance with the LESSOR'S rules and regulations. At the close of registration, the LESSEE will provide registration accounting data to LESSOR, and LESSOR will provide an invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge fee. LESSEE shall remit payment to LESSOR within thirty (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 youth sports 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 fee to non-resident participants and a facility fee to all participants per current fee resolution.

11. CONCESSION STAND.

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. At no time shall any alcoholic beverages be served and no tobacco products sold.

B) The LESSEE shall provide trained personnel who must comply with all health department regulations to operate and maintain the concession stand.

C) The LESSEE can enter into for short term utilization of the concession stand by another organization only with the permission of the LESSOR, if the organization provides liability insurance, and only upon a form approved by the LESSOR. It is understood that LESSEE cannot enter into a sub-lease or any other agreement that would transfer its obligation under this agreement to operate the concession stand other than for brief periods not to exceed 3 days.

D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation and repair of the concession stand equipment.

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 stand.

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 stand.

12. ADVERTISEMENT.

No one shall be permitted to display any permanent 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.

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. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable liability insurance in accordance with **Section 2-315, Code of Ordinances** and Resolution No. 2011-116 as same presently exists or may be hereafter amended. If the OBYFCA enters into a short-term arrangement with a third party for the utilization of the concession stand, the third party is required to provide applicable insurance in accordance with Section 2-315, Code of Ordinances as same presently exists or may be hereafter amended.

15. LIABILITY AND INDEMNIFICATION.

a) Hold Harmless. The LESSEE shall hold harmless and indemnify LESSOR (including its agents, employees, and officials, both elected and appointed) from and 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 shall pay on behalf of the LESSOR, all attorneys fees and costs of LESSOR'S legal defense (through and including any and all appeals), as may be selected by 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 shall obtain a release and waiver of 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 concession stand, 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 herein below.

DATED this 5th day of June, 2012.

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY, Mayor

(SEAL)

Attest: Joyce Shanahan
JOYCE SHANAHAN, City Manager

Attest:

Joshua Fruecht
JOSHUA FRUECHT
City Clerk

DATED this ___ day of _____, 2012.

ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.

By: _____
Print: Mike S. Mitchener
Title: OBYFCA CHAIR

Attest:

_____
By: _____
Print: _____
Title: _____

Conduct Policy – Exhibit "A"

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 Print Name: _____

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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): _____

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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): _____

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.I.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Auto Renewal - Golden Eagle Associates, Inc., Andy Romano Beachfront Park Concessions		
Recommended Action	Staff intends to allow the Golden Eagle Associates, Inc. contract to automatically renew for one additional year, 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 Golden Eagle Associates, Inc. agreement to automatically renew for one additional year.

In March 2013, the City Commission authorized the execution of an agreement with Golden Eagle Associates, Inc., for concession services at Andy Romano Beachfront Park. The contract states the agreement will automatically renew for additional one-year periods unless either party provides at least 90 days prior written notice to the other party of their intent not to renew the agreement.

This vendor has continually provided satisfactory concession services at Andy Romano Beachfront Park. It is staff's intent to automatically renew their contract for one additional year effective March 20, 2026.

Financial Impact

None

Citizen Impact

The renewal of this contract ensures concessions are provided in a consistent and professional manner to Andy Romano Beachfront Park visitors.

Attachments

1. Golden Eagle Agreement
2. 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 **Golden Eagle Associates, Inc., individually and d/b/a Rita's Ices** ("Contractor"), 212 Cessna Blvd., Unit 7, Port Orange, FL 32128, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 16, 2013, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year and may 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.** Contractor shall pay to the City an Annual Guarantee and an Annual Percentage Fee as set forth on Exhibit "A".

4. **Termination of Agreement.**
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

5. **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.

6. **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.

7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **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	**Golden Eagle Associates, Inc.**
Joyce Shanahan, City Manager	Roy Savoca, President
(copy to City Attorney)	212 Cessna Blvd., Unit 7
22 South Beach Street	Port Orange, FL 32128
Ormond Beach, FL 32174	

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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 14 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.

16. **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.

17. **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:

Contract Value	**Limits (not less than)**
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 &

	$ 50,000	Completed Operations 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:

Contract Value	**Limits (not less than)**
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.

18. **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 all policies of insurance and certificates thereof.

19. **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.

20. **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 19th day of March, 2013.

Witnesses:

Print Name: Lois Towey

Print Name: Colby Cuento

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY
Mayor

By:
JOYCE SHANAHAN
City Manager

DATED this 21st day of March, 2013.

Witnesses:

Print Name: Colby Cuento

Print Name: _____

GOLDEN EAGLE ASSOCIATES, INC.

By: Roy Sanoca
Print Name: Roy Sanoca
Title: President

Attest: _____
Print Name: _____
Title: _____

S:\Legal\CINDY\Contracts\Golden Eagle Assoc - concession stand (P13-0030G).docx

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: **Ormond Beach's Andy Romano Beachfront Park Concession**

RFP NUMBER: **2013-03**

RFP OPENING DATE & TIME: **December 12, 2012 – 3:00pm**

RFP OPENING LOCATION: **2nd Floor Conference Room, City Hall, 22 South Beach Street**

PRE-SUBMITTAL MEETING: **N/A**

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Golden Eagle Associates, Inc.

PROPOSER'S MAILING ADDRESS: 212 Cessna Blvd. Unit 7

CITY-STATE-ZIP: Port Orange, FL 32128

F.E.I.N.: 20-8092543

PHONE NUMBER: (386) 682-2111 FAX NUMBER: N/A

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 Roy Savoca
AUTHORIZED SIGNATURE (MANUAL)

Roy Savoca
NAME (TYPED)

President
TITLE

January 16, 2013
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 Onvia 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 Onvia 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.

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.

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, and Drug Free Workplace Certificate.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide concession services for the City of Ormond Beach's Andy Romano Beachfront Park *(OBARBFP)* as more particularly set forth in this RFP. The concession stand consists of a single-window service counter and a total operating space of 19'8"x 17'8" equipped with triple wash sink, and a power supply consistent with running coolers, ice machines, etc. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable delivery system for the specified goods and services that will:

1. Maximize the public's use and enjoyment of the park;
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 the dates and times of operation;
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest in Ormond Beach's Andy Romano Beachfront Park and to offset the City's costs of operating and maintaining the park.

II. SCOPE OF SERVICES

Concession Operations

a) The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.

b) The successful respondent shall provide all necessary equipment related to operating a successful concession business. *For Example:* coffee machines, refrigerators, ice machine, coolers, etc., are the sole responsibility of the contracted Concessionaire. The Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire's expense. Existing items within the designated concession stand will remain the City's throughout the duration of the contract. Equipment or replacement equipment desired by the Concessionaire will be acquired and installed at Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the Concessionaire in their operations, Concessionaire shall be required to effect these improvements at their sole expense. Any desired modifications to existing concession stand must obtain prior approval by the Director of Leisure Services or his/her designee. All approved modifications become property of the City of Ormond Beach.

c) 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.

d) The Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the Concessionaire.

e) Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.

f) The Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.

g) All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official City of Ormond Beach Concessionaire personnel.

h) 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.

i) 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.

j) 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 beach premises whenever it appears to be in the best interest of the City of Ormond Beach.

k) The Concessionaire shall be required to participate in any food, beverage and product sponsorship agreements currently in place with the City of Ormond Beach or any which may be put in place during the term of the Contract.

l) The Concessionaire shall offer quality products at competitive prices at least consistent with similar goods and services presently being offered locally in other local facilities.

m) All pricing for all goods and services are to be posted and visible for all customers.

n) The concessionaire will be responsible for the signing in and out of the mobility impaired chair (MIC) stored onsite. Please note there is no rental fee associated with the usage of the MIC. Procedures for usage of the MIC will be determined and approved by the Director of Leisure Service or his/her designee.

Maintenance

a) 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.

b) 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.

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 park 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.

Concession Fee

A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent or Respondents, the Concessionaire shall pay to the City of Ormond Beach an Annual Guarantee *and* an Annual Percentage Fee, as follows:

Annual Guarantee:
For each lease year, or pro rata portion thereof, during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach, in twelve equal payments, monthly in advance, an Annual Guarantee as proposed by the Respondent, *and*

Annual Percentage Fee:
For each lease year during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach no later than May 15th, an Annual Percentage Fee proposed by the Respondent of the Gross Receipts reported on the previous year's Income Tax Return derived from the operation of the Beach Concession.

B. The proposed Annual Guarantee and Annual Percentage Fee will be factors in the decision to award a Contract to the successful Respondent. The agreed upon Annual Guarantee and Annual Percentage Fee will increase annually by an amount proposed by

the Respondent, which will also be a factor in the decision to award a Contract. The annual increase of the Annual Guarantee and Annual Percentage Fee will take effect at the anniversary of each Contract term.

C. This concession fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

Reporting and Financials

a) The successful Respondent shall ensure all concession venues are equipped with a cash register system with duplicate receipt capability.

b) Concessionaire shall provide quarterly income statements and will be required to send these reports electronically to the City of Ormond Beach's Director of Leisure Services and City of Ormond Beach Finance Director.

c) The City of Ormond Beach reserves the right to audit any financial documentation at anytime.

d) Respondent shall include in the quarter report, days and time worked for the reporting month. This information shall be verifiable through the cash register system.

Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drink and sundry items (example: ice cream, potato chips, crackers, canned/bottled sodas, water, suntan lotion, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Alcoholic beverages are not 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.

III. TERM OF AGREEMENT

The successful Respondent shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business. Special attention must be paid to the regulations outlined by the State of Florida, Department of Professional and Business Regulation, Division of Hotels and Restaurants.

The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed for one year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. 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.
- Must submit a proposed schedule of hours of operation for the concession for Winter Season and Summer Season. This schedule of hours of operation shall be in the best interests of meeting the needs of the public and will be a factor in the decision to award a Contract to the successful Respondent.

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.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

1. A Submittal Letter signed by authorized agent of the firm with documentation, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a Contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by Volusia County.

2. A profile of the firm, including:

   a. A brief history of the business.

   b. Organizational structure of business.

   c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.).

   d. Ownership interests.

   e. Active business venues (counties, states, cities, etc.).

   f. Present status and projected direction of business.

   g. The overall qualifications of the business to provide the services requested.

h. The qualifications of the firm's employees who will work on this contract.

i. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.

j. Federal Identification Number of firm.

3. Business Plan
   The business plan should include the approach to the project and vision of Beach concessions; it should include the following:
   - Equipment and inspection plan
   - Training plan
   - Transition plan and timeline
   - Green initiatives.

4. References
   List at least three (3) recent references where the proposed services have been used within the past year.

5. Business Tax Receipt (BTR)
   To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

6. Concenssionaire Registration/License
   Respondent must provide proof of that they have properly registered as a Concessionaire in the State of Florida.

7. Menu:
   Respondent must provide a sample menu with the proposal.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: chris.byle@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., December 12, 2012.

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:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Chris.byle@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: The City must receive one (1) unbound original and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

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

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

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

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

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The 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:

Qualifications and Experience (30 points)
Price (30 points)
References (30 points)
Business Plan (10 points)

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.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

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 therefrom, 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.

(b) Professional Services Contracts

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 therefrom 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.

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 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 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:

Contract Value	Limits (not less than)
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).

Contract Value	Limits (not less than)
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 provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; 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 and Automobile Liability policies of insurance and certificates thereof.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

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
Dec. 6, 2012	Number 1
Jan. 11, 2013	Number 2

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: Golden Eagle Associates, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: FEIN 20-8092543

ADDRESS: 212 Cessna Blvd. Unit 7
Port Orange FL 32128

PHONE NO.: (386) 682-2111 FAX NO.: N/A

SUBMITTER'S NAME: Roy Savoca
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, Roy Savoca 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 WILL RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

[X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[ ] 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.

Golden Eagle Associates, Inc.
COMPANY NAME

Roy Savoca
AUTHORIZED SIGNATURE

Roy Savoca
NAME (PRINT OR TYPE)

President
TITLE

January 16, 2013
DATE

Golden Eagle Associates, Incorporated

In the spring of 2010 a dispute arose regarding a lease for space in the Pavilion in Port Orange. This resulted in a lawsuit against Golden Eagle Associates, Inc., Roy Savoca, and Kathy Savoca. In the spring of 2011 the dispute was resolved and the suit was dismissed with prejudice.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

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.

Golden Eagle Associates, Inc.
Company Name

Roy Savoca
Authorized Signature

Roy Savoca
Print Name

President
Title

ADDENDUM NO. 1
TO RFP DOCUMENTS FOR

Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03

December 6, 2012

TO: All Prospective Proposers

SUBJECT: Addendum NO. 1 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. **Please note the RFP Opening date has changed and is scheduled for January 18, 2013, at 3:00 p.m.,** in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

In order to give a timely response, **additional questions pertaining to RFP No. 2013-03, Ormond Beach's Andy Romano Beachfront Park Concession will be received until 5 p.m. on January 9, 2013** with a final addendum to be issued shortly thereafter if needed.

1. **Question: The question I have is in the Menu Items section(page 8),:" The Successful Respondent is expected to serve quality pre-packaged food, drinks". Does this mean all foods served must be prepackaged and prepared of premises, no Fryer, no Griddle, and no Soda Fountain?**

   ✓ *The City will consider all proposals whether for pre-package food, prepared food, or a combination of offerings. Microwave ovens, soda fountains, electric commercial hotdog rollers, and similar devices may be utilized. However, the facility is not equipped to facilitate onsite cooking.*

2. **Question: Will there be beach access from the Park, and will there be signage outside the Park indicating this?**

   ✓ *Yes, there will be beach access from the park. Signage will follow Volusia County standards of design and placement.*

3. **Question: Will the City allow signage, i.e.: *Hershey's Ice Cream*, and would this signage be visible to travelers along A1A?**

   ✓ *Removable signage will be located at concession window only. The sign will not be visible from A1A as current codes do not allow for this.*

4. **Question: The description of the concession stand "consisting of" does not mention air conditioning. Will the building be air conditioned?**

   ✓ *Yes*

5. **Question: Along those lines, I did not see it mentioned who is responsible for utilities costs?**

   ✓ *The City of Ormond Beach will supply utilities for the concession stand operation.*

6. **Question: The bid states "adequately compensate the City of Ormond Beach to offset City costs of operating and maintaining the park". Does the City have an estimate of what those costs will be and, if you can, let me know what percent of those costs you expect to have the concession stand provide.**

   ✓ *The City does not have a specific expectation as to the revenue generated by the concession stand in relation to the total cost to operate and maintain the park. Each proposer will need to determine the amount of concession fees they are willing to pay based upon their expected gross margin. The proposed concession fees (annual guarantee amount and annual percentage fee) will be part of the determination for award used by the selection committee.*

7. **Question: Regarding "properly or neatly attired in uniform as City of Ormond Beach Concessionary personnel", will the City provide the uniforms or will there be a cost to obtain them?**

   ✓ *No. It is the successful respondent's responsibility to provide uniforms for their staff.*

8. **Question: "Initial term of this agreement shall be for one year and automatic renewal for one year thereafter." Does this mean that a new bid offering will go out every two years for the concession stand?**

   ✓ *No. Both the City and the winning proposer will have the ability to decide each year if the contract is renewed for another annual term.*
   The language for the terms of the contract are amended to read: The initial term of this agreement shall be for a period of one year ***with automatic annual renewals thereafter*** *unless either party provides at least ninety days prior written notice to the other party of their intent not to renew the agreement.*

9. **Question: "Schedule of Operation": Is the City expecting the concession to be open the same hours as the Park.**

   ✓ *No, that is a bid qualifier and as such will be part of the determination for award by the selection committee.*

10. ***Question:*** **If so, does the City post the hours, i.e.*: Park open from dusk to dawn*?**

    ✓ *Park hours will be posted.*

11. **Question: Will the Park provide a seating area with umbrellas or is there a covered area with picnic tables near the concession?**

    ✓ *The park will have several covered areas with picnic tables.*

12. **I am not familiar with the workings of "Payment and Performance Bonds". Would you please provide clarification of this on pages 14 and 15 and the service bond on page 16?**

    ✓ *This is standard language used in all requests for proposals and is not applicable to this particular proposal. Neither payment and performance bonds nor service bonds will be required.*

13. **Question: Are there exceptions to payment agreement of the annual guarantee and annual percentage fee in the case of a serious weather condition such as hurricane or tornado which would drastically affect the operation and income of the concession?**

    ✓ *In the event that the concession stand cannot be operated as a result of a natural disaster, the City will consider a request for temporary abatement of the concession fees.*

14. **Question: It appears that the concept is that the concession be a full service operation selling in addition to ice cream, a variety of packaged snack and food items. Do you also anticipate that the concessioner would offer cooked items, such as burgers, hot dogs, French fries, etc.?**

    ✓ *As indicated in answer #1, the facility is not equipped for cooking.*

15. **How much floor space total is in the RFP**

    ✓ *19'8" x 17"8", 352 square feet.*

16. **Will there be a hood installed on the property? If no, can we submit a bid that includes one as well?**

    ✓ *There will not be a hood installed.*

17. **Is there a grease trap available? Once again, if no, can we submit a bid that includes one?**

    ✓ *A grease trap is not available.*

18. **What is your vision for this property and when can we meet to discuss?**

    ✓ *The vision is to have a concession stand that serves the visitors of Ormond Beach's Andy Romano Beachfront Park with quality food and sundries, while representing the City of Ormond Beach in a positive, professional manner. After reviewing all submissions, the RFP committee will contact the top proposers for further discussion.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR RFP

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: _____ **DATE:** Jan 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1

ADDENDUM NO. 2
TO RFP DOCUMENTS FOR

Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03

January 11, 2013

TO: All Prospective Proposers

SUBJECT: Addendum NO. 2 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. Please note the **RFP Opening** date has not changed and is scheduled for **January 18, at 3:00 p.m.,** in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

1. **Question: Are there any food, beverage, or product sponsorship agreements currently in place for the City of Ormond Beach?**

   ✓ *There are currently no such agreements in place.*

2. **Question: After the initial drug test; who is responsible for the fees associated with the random drug testing?**

   ✓ *Random drug testing will be at the sole expense of the contracted concessionaire.*

3. **Question: Who is responsible for the cleaning and restocking of the restrooms?**

   ✓ *City of Ormond Beach staff will be responsible for the stocking, upkeep and maintenance of the restrooms.*

4. **Question: What will the electrical amperage available to the concession stand be?**

   ✓ *There is a 100amp, single phase service dedicated to the operations of the concession stand.*

5. **Question: What type of security systems will be installed at the concession stand? Cameras? Safe?**

- ✓ *No safe or cameras are being installed. It is the sole responsibility of the successful respondent to provide any security items they feel are needed to operate.*

6. **Question: Will there be access between the office, the utility room, and the concession area?**

   - ✓ *No, that area is reserved for City of Ormond Beach staff.*

7. **Question: The answer given was "The City of Ormond Beach will supply utilities for the concession stand operation." To clarify, does this mean The City will pay monthly utilities charges incurred in and surrounding The Concession, i.e. power, lighting, gas, HVAC bills?**

   - ✓ *Yes, the City of Ormond Beach will pay water, sewer and electric associated with the operation of the concession throughout the duration of the approved contract.*

8. **Question: Please clarify the point you intend to make entitled TAXES, on page 3 of 24. How does this relate to the Concessionaire? Are sales taxes to be collected on menu items bought by the Concessionaire and/or sold at The Concession?**

   - ✓ *Yes, unless the concessionaire is a bona fide tax exempt entity, the concessionaire is responsible for collecting and reporting all appropriate sales tax associated with concessions operations.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR RFP

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: Sonoca **DATE:** Jan. 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**, for the City of Ormond Beach.

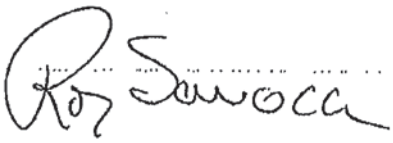
City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 2

Golden Eagle Associates, Incorporated

January 16, 2013

Roy Savoca, President of Golden Eagle Associates, Inc. is a duly authorized representative of the corporation and, as such, is authorized to commit the firm into a contract with the City of Ormond Beach. Roy is the designated point of contact for all information regarding the contract. This proposal is valid until April 30, 2013.



Roy Savoca
President
(386) 682-2111 Office
(386) 451-4838 Cell
roy@savoca.us

Golden Eagle Associates, Incorporated

Firm Profile

Golden Eagle Associates, Inc. is a Delaware corporation registered to do business in Florida. The corporation does business using the names Rita's Ices and Rita's Italian Ices. The corporation opened a store at 2429-41 North Atlantic Ave in Daytona Beach in May of 2008. The corporation operates several mobile carts throughout Volusia County.

The corporation consists of Roy Savoca (50% owner) as President and Kathy Savoca (50% owner) as Vice President.

In addition to the fixed location in Daytona Beach, the corporation operates several mobile facilities at venues including but not limited to, the City of Port Orange – Recreational Sports Facility, Daytona Beach Pop Warner Football, Ormond Beach Pop Warner Football, Bethune-Cookman University (at various sporting events and on campus), the Daytona Cubs, Daytona Lagoon, all Volusia County YMCA Swim meets, Daytona Beach Speed Swimming meets, Spruce Creek HS Swim meets.

The fixed location and the mobile operations have grown since their opening and continue to grow. The current plan is to expand the mobile operations by adding additional facilities and locations. The fixed location will continue to grow through increasing local awareness and increasing the products being offered.

Keeping customers continually interested (and regularly frequenting the location) requires a variety of offerings. The limited space of a concession stand restricts an operator's ability to overstock products. Our ability to operate fixed and mobile locations uniquely positions us for success operating the Andy Romano Park Concession Facility. Our ability to create a varied menu using the fewest base ingredients and the minimum number of dry goods will allow us to save on storage space without sacrificing the variety customers demand to regularly patronize the establishment. The success of our locations (fixed and mobile) demonstrates this ability. Our ability to operate in the variety of venues demonstrates our flexibility to adapt to the various requirements of our hosts. The close proximity of our fixed location will allow us to easily restock items as needed. In any venture of this nature, customer service is a key to success. Our experience in this area is second to none.

Several of the local Colleges and Universities have hospitality programs. Students in these programs are perfect candidates for the concession stand. They have knowledge of the business and, as college students, have demonstrated an ability to learn. We do not limit our search to only hospitality students; we look at any person with strong interpersonal skills and an ability to learn. Our on-campus presence provides the ability to recruit students who meet our criteria. Many of the local people possess the same skills; our contact with them through our fixed location allows us to reach out to them with employment opportunities. We strongly support diversity. Our current staff ranges in age from college age to mid 50s, is multiracial, and men and women.

Federal ID - 208092543

Golden Eagle Associates, Incorporated

Business Plan

A day at the beach should be one of stress free fun. Our vision for the Andy Roman Park Concession stand is to aid in this goal by minimizing the number of items a family (or person) needs to bring to the beach. To accomplish this we will be providing a reasonable source for forgotten items (sunglasses and sunscreen), snacks, hot and cold beverages, breakfast, and lunch.

The business will require a dipping cabinet, a chest freezer, a beverage refrigerator, a refrigerator, a safe, ice maker, 2 cash registers, a hot dog roller, a toaster, hot cheese dispenser, and 2 slow cookers. Our managers will be knowledgeable of all equipment and will call appropriate service technicians when a problem is encountered. We will schedule regular maintenance by certified technicians as specified by the manufacturer or industry standards. The total cost of the equipment is estimated to be less than $5,000 and will be paid for from company reserves.

We will be using the same training methodology used in our fixed location. The training consists of classroom (or virtual classroom) familiarization with the business, the job details, procedures for making customer products, cleaning, opening and closing procedures, and use of the equipment. This is followed with on site training with an experienced team member. The trainee team member must take a food safety class (Food Safety Management Principle 2nd Edition by NEHA Training) and pass the associated exam.

We anticipate a three pronged approach to opening the concession stand. One prong will be to find and hire a staff. The staff will consist of senior and junior people. We foresee the summer staff being larger than the winter staff. The second prong will be the specifying and purchasing of the equipment. We estimate these steps will take approximately 1 month. The third prong will be to contact the health department and work with them to certify the location. In our past experience this process can be accomplished in a week. This becomes a question of the coordination and timing of the equipment installation, the delivery of inventory, the inspector's availability, and the issuing of the CofO. After the equipment is installed and tested, we will begin in-store training. The in-store training will take approximately 1 week.

We are strong believers in being "Green". Wherever practical we use green products and methods. We reduce power consumption by using CFLs, turning off unused equipment, setting equipment to minimum setting required, and using times and set back thermostats. We use energy star equipment whenever practical. We serve in green containers i.e. paper cups rather than Styrofoam. We identify all materials which are recyclable and recycle them.

Golden Eagle Associates, Incorporated

Our current beachside location does approximately 26,000 transactions per year; we assume 40% of those transactions occur during "beach" hours. Each transaction consists of 2 to 3 treats. Using this as a basis conservatively we estimate 2.5 times the number of transactions for an on beach location – 26,000 transactions. On the low side; if each transaction consists of 2 $3.50 items then total sales would be $182,000 including 6.5% sales tax; 170,892 sales without sales tax. Using $11.00 per transaction the numbers become $286,000 and 268,545 respectively.

We propose the following fee schedule:

Annual Guarantee - $ 10,000
Percentage of Sales 12% from $ 100,001 to 175,000
15% above $ 175,000

Using the numbers above on 170,892 in sales we would pay
$ 10,000 - Annual Guarantee
$ 20,507 - % Sales
$ 30,507 - Total

Using the numbers above on 268,545 in sales we would pay
$ 10,000 - Annual Guarantee
$ 35,031 - % Sales
$ 45,031 - Total

We will increase these numbers by 1% per year

Hours of Operation:

Winter - Monday to Thursday - Noon to Park Close
Friday, Saturday, and Sunday - 10am to Park Close

Summer – Sunday to Monday – 8am to Park Close

Golden Eagle Associates, Incorporated

Sample Menu

All prices include Sales Tax

Sunscreen	$ 7.00
Aloe Vera	$ 7.00
Sunglasses	$ 5.00
English Muffin	$ 1.25
Yogurt Parfait	$ 2.75
Pulled Pork Sandwich With Cole Slaw and Water	$ 5.00
Pulled Pork Sandwich With Cole Slaw and Soda	$ 5.50
Pulled Pork Sandwich With Cole Slaw and Gatorade	$ 6.00
Chicken Breast Sandwich With Cole Slaw and Water	$ 5.00
Chicken Breast Sandwich With Cole Slaw and Soda	$ 5.50
Chicken Breast Sandwich With Cole Slaw and Gatorade	$ 6.00
Add Cheese to Any Sandwich	$ 0.50
Hot Dogs with Chips	$ 3.00
Chili Dogs with Chips	$ 4.00
Chili with Chips	$ 4.00
Bottled Water	$ 1.00
Bottled Soda	$ 1.50
Gatorade	$ 2.00
Fresh Lemonade	$ 2.50
Coffee/Tea (small)	$ 1.50
Coffee/Tea (large)	$ 2.00
Nachos with Cheese	$ 3.00
Nachos with Cheese and Chili	$ 4.00

Golden Eagle Associates, Incorporated

References

Venues

Bethune-Cookman University
Matt Knox – Assistant Athletic Director Marketing and Promotions
(386) 481-2033
(386) 481-2238 FAX
knoxm@cookman.edu
Fall 2011 – current

Daytona Cubs
Josh Lawther – Assistant General Manager
(386) 257-3172
(386) 257-3382
joshlawther@daytonacubs.com
Spring 2010 – Current

City of Port Orange – Parks and Recreation
Mike Peace – Athletic Supervisor
(386) 506-5855
(386) 756-5351
mpeace@port-orange.org
Fall 2011 – Current

Suppliers

B&S Paper & Janitorial Supplies
JoAnn Biddle – Account Manager
(386) 253-1860
(386) 253-4082 FAX
jorunn22@aol.com

Restaurant Depot
Craig Miller
(718) 559-4221
(718) 359-9079
cmiller@jetrord.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2025

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 Ancient City Insurance 2800 N. Fifth Street,Suite 301 St. Augustine FL 32084	CONTACT NAME: Stephanie K Smith PHONE (A/C, No, Ext): (904) 827-1915 FAX (A/C, No): (904) 827-1975 E-MAIL ADDRESS: barb@ancientcityinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Employers Preferred Ins Co (EP — 10346
INSURED Golden Eagle Associates Inc dba Ormond Beach Concessions 1881 Royal Lytham Ct Port Orange FL 32128 (386) 451-4742	INSURER B : Centauri Insurance — 12573 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES BR **CERTIFICATE NUMBER:** Cert ID 30693 (1) **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	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	Y		BOP000054909	06/14/2025	06/14/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Hired & Nonowned A	$ 300,000
	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)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG237162409	06/06/2025	06/06/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							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)

Holder is additional insured with respects to General Liability coverage evidenced herein.

CERTIFICATE HOLDER

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

Stephanie K Smith

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.J.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Auto Renew - Ormond Beach Historical Society, Inc.		
Recommended Action	Staff intends to allow the contract with the OBHS to automatically renew for one additional year, unless otherwise directed.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	Parks and Recreation Robert Carolin, Parks and Recreation Director		

Summary

The Omrond Beach Historical Society (OBHS) is a local nonprofit organization that provides unique and valuable services to the residents and visitors of Ormond Beach. Most notably, OBHS staffs and manages The MacDonald House Museum of History and Welcome Center. Addidtinally, OBHS offers a variety of popular special events and historical tours throughout the year that contribute to the City's high quality of life.

In 2025, OBHS had the following accomplishments:

- Membership - 405 Total
- Operated the MacDonald House and Welcome Center, 25 hours per week - 2,971 visitors
- Pilgrims Rest Cemetery Tours
- Staffed the Hotel Ormond Cupola
- Organized, produced, and presented historical events: Starry, Starry Night with Ormond Memorial Art Museum, Octoberfest, Mardi Gras, and Annual Tours of Homes.
- All in-person activities - 7,519 individuals

The contribution of $15,810 from the City to OBHS allows the continuation of their services in providing programs and events to citizens and visitors, while preserving local history.

The agreement automatically renews for 4 additional one-year periods unless either party provides at least 60 days prior written notice of intent not to renew. This auto-renewal, effective

March 2026, will be the second auto-renewal. Staff believes it is in the best interest of the community that the contract be renewed an additional year.

Financial Impact

Funding of $15,810 is included in the Fiscal Year 2025-26 General Fund budget.

Citizen Impact

The automatic renewal allows continuation of programming and events that preserve and share the city's local history with residents and visitors and contribute to the high quality of life in Ormond Beach.

Attachments

1. Contract Renewal Confirmation Letter
2. Insurance Certificate

CITY OF ORMOND BEACH

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

December 15, 2025

To: Ormond Beach Historical Society Inc.

Subject: Contract Renewal Confirmation

Dear Organization Representative,

By signing this letter, you acknowledge that your organization has reviewed and understood the terms of its existing agreement with the City of Ormond Beach. Furthermore, you confirm your intent to renew your contract under the same terms and conditions as previously agreed upon.

Organization Name	ORMOND Beach Historical Society
	38 E. GRANADA BLVD
Authorized Representative Signature	Mary E Smith
Printed Name	MARY E. SMITH
Title	PRESIDENT
Date	12/18/25

Sincerely,

Robert Carolin
Parks & Recreation Director
City of Ormond Beach

Visit our website: www.ormondbeach.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2025

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.

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PRODUCER
Foundation Risk Partners, Corp. dba Foundation Risk Partners of Florida
780 W. Granada Blvd.
Ormond Beach FL 32174

License#: L100460
ORMOBEA-03

CONTACT NAME:
PHONE (A/C, No, Ext): 386-677-4761 **FAX (A/C, No):** 386-673-5370
E-MAIL ADDRESS: email@HIPFlorida.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Philadelphia Indemnity Insurance Company	18058
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
Ormond Beach Historical Society Inc
38 E Granada Blvd
Ormond Beach FL 32176-6511

COVERAGES **CERTIFICATE NUMBER:** 961460246 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			72113399	2/14/2025	2/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			9681935100	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECAB5XSX	7/25/2025	7/25/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Accident Policy Professional Liability			PHPA148504 5096433722	11/1/2025 2/15/2026	11/1/2026 2/15/2028	Acc Death Aggregate Limit	$25,000 $1,000,000

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

CERTIFICATE HOLDER

City of Ormond Beach
22 S Beach Street
Ormond Beach FL 32174

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Charles H. Lydick

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.K.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Auto Renewal - Sports Agreement		
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. Each association has reviewed and signed a contract renewal confirmation stating they have reviewed and understand the terms of their existing agreement and intend to renew their contract under the same terms and conditions as previously agreed upon.

Financial Impact

The automatic renewal amount for FY 2025 - 2026 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. Contract Renewal Confirmation Letters
2. Baseball Insurance Cert
3. Baseball & Softball Agreement - Second Amended
4. Basketball Insurance Cert
5. Basketball Agreement - First Amended
6. Soccer Insurance Cert
7. Soccer Agreement - Third Amended

CITY OF ORMOND BEACH

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

December 3, 2025

To: All Partner Sports Associations

Subject: Contract Renewal Confirmation

Dear Sports Association Representative,

By signing this letter, you acknowledge that your organization has reviewed and understood the terms of its existing agreement with the City of Ormond Beach. Furthermore, you confirm your intent to renew your contract under the same terms and conditions as previously agreed upon.

Association Name	Ormond Beach Youth Basketball Inc.
Sport(s)	Basketball
Authorized Representative Signature	[signature]
Printed Name	Jason S. Thomas
Title	President
Date	12/9/25

Sincerely,

[signature]

Robert Carolin
Parks & Recreation Director
City of Ormond Beach

CITY OF ORMOND BEACH

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

December 3, 2025

To: All Partner Sports Associations

Subject: Contract Renewal Confirmation

Dear Sports Association Representative,

By signing this letter, you acknowledge that your organization has reviewed and understood the terms of its existing agreement with the City of Ormond Beach. Furthermore, you confirm your intent to renew your contract under the same terms and conditions as previously agreed upon.

Association Name	Ormond Beach Youth Baseball and Softball
Sport(s)	Baseball, softball and tee ball
Authorized Representative Signature	
Printed Name	Mark Chastain
Title	Treasurer
Date	December 4, 2025

Sincerely,

Robert Carolin
Parks & Recreation Director
City of Ormond Beach

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

December 3, 2025

To: All Partner Sports Associations

Subject: Contract Renewal Confirmation

Dear Sports Association Representative,

By signing this letter, you acknowledge that your organization has reviewed and understood the terms of its existing agreement with the City of Ormond Beach. Furthermore, you confirm your intent to renew your contract under the same terms and conditions as previously agreed upon.

Association Name	Ormond Beach Soccer Club, Inc
Sport(s)	Soccer
Authorized Representative Signature	
Printed Name	Paul Viscomi
Title	President
Date	12/08/2025

Sincerely,

Robert Carolin
Parks & Recreation Director
City of Ormond Beach

ACORD

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	CONTACT NAME:	
RPS Bollinger Sports & Leisure PO Box 1322 Morristown, NJ 07960 Will Krouslis	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ormond Beach Youth Baseball & Softball Assoc. 32 Indian Springs Drive Ormond Beach, FL 32174	INSURER A: *Markel Insurance Company	38970
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		3802AH012008-4	02/13/2025	02/13/2026	EACH OCCURRENCE	$ 1,000,000
	X Incl Participants						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
							Sex Abuse	$ 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)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Accident Insurance			4102AH284579-19	02/13/2025	02/13/2026	Med Max:	25,000
	Full Excess						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

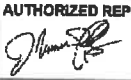
ORMOND1

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)

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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:

Print name: Lori Towey

Print name: Shirley Mcess

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY
Mayor

Attest: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 31 day of December, 2011.

Stephanie Campana
Print name: Stephanie Campana

ORMOND BEACH YOUTH BASEBALL & SOFTBALL CORP.

By: Douglas K. Wigley
Print: Douglas K. Wigley
Title: Commissioner

Print name: _____

Attest: _____
By: _____
Print: _____
Title: _____

Exhibit A

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]

Exhibit A

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): _____

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Exhibit A

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): _____

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Exhibit A

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.

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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

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X		9YAPG0001334486100	02/10/2025 01:03 PM EDT	02/10/2026 12:01 AM	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 X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Not provided while in Hawaii.HAWAII			9YAPG0001334486100	02/10/2025 01:03 PM EDT	02/10/2026 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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	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 HOLDER
City 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
Scott Furbush

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

ACORD 25 (2016/03)
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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
Mayor

(SEAL)

Attest: _____
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

Exhibit A

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]

Exhibit A

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): _____

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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): _____

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Exhibit A

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): 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 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@playershealth.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest National Insurance Company	10120
INSURER B: US Fire Insurance Company	21113
INSURER C: HDI Global Specialty SE	16131
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Florida Youth Soccer Association
2828 Lake Myrtle Park Rd
Auburndale FL 33823

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: EVENT	Y		GCN0012372-251	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PARTICIPANT LEGAL LIAB	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			GCN0012372-251	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED RETENTION $ 0			25QS1146	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	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
City of Ormond Beach
399 NUS1
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
Daniel Pullen

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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 Shanahan
JOYCE SHANAHAN
City Manager

DATED this 27th day of November, 2017.

ORMOND BEACH YOUTH SOCCER CLUB, INC.

By: [signature]
Print Name: ROBERT T. BOWLING
Title: President

Attest: Hunter Dorman
Print Name: Hunter Dorman
Title: F.R.P.

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.L.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Auto Renewal - The Fish Tank Aquarium Maintenance		
Recommended Action	Staff intends to allow The Fish Tank aquarium maintenance agreement to renew for an additional one year, 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 regarding the auto-renewal of The Fish Tank aquarium maintenance agreement.

On February 21, 2023, the City Commission approved The Fish Tank to maintain the aquarium at the Environmental Discovery Center (EDC). The contract states the agreement shall be for 2 years beginning February 21, 2023, and may be renewed for 3 additional one-year periods, unless the agreement is terminated in writing by either party.

The Fish Tank has provided consistent, quality service for the ongoing maintenance of the City's aquariums.

Financial Impact

Funding for this service of $33,600 is included in the FY 2025-26 General Fund budget for the EDC.

Citizen Impact

Having a clean and properly maintained aquarium ensures necessary care for the tank and the fish, and enhances the experience while visiting the EDC.

Attachments

1. Contract Renewal Confirmation
2. Agreement

3. AQUASCAPES CERTIFICATE OF INSURANCE

CITY OF ORMOND BEACH

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

December 15, 2025

To: AquaScape dba The Fish Tank

Subject: Contract Renewal Confirmation

Dear Organization Representative,

By signing this letter, you acknowledge that your organization has reviewed and understood the terms of its existing agreement with the City of Ormond Beach. Furthermore, you confirm your intent to renew your contract under the same terms and conditions as previously agreed upon.

Organization Name	Aquascapes LLC
DBA	The Fish Tank
Authorized Representative Signature	
Printed Name	Brad Lewis
Title	Owner
Date	12-18-25

Sincerely,

Robert Carolin
Parks & Recreation Director
City of Ormond Beach

RESOLUTION NO. 2023-49

A RESOLUTION ACCEPTING A BID FROM AQUASCAPES, LLC d/b/a THE FISH TANK TO PROVIDE MAINTENANCE SERVICES FOR THE AQUARIUM AT THE ENVIRONMENTAL DISCOVERY CENTER, UNDER BID NO. 2023-02; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-02) regarding maintenance services for the aquarium at the Environmental Discovery Center ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the only bid received and have determined that the bid submitted by Aquascapes, LLC d/b/a The Fish Tank in the amount of $33,600.00 is the lowest responsible and responsive bid (a copy of said bid being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the General Fund for the Project and have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The bid submitted by Aquascapes, LLC d/b/a The Fish Tank to perform the Project in the amount of $33,600.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Aquascapes, LLC d/b/a The Fish Tank for the performance of the Project at the said price, and to pay the cost thereof from the General Fund.

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

APPROVED AND AUTHENTICATED this 21st day of February, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2023\02-21-23\23-49 Aquarium Maint-Aquascapes (P23-0020G).doc

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Aquascapes, LLC d/b/a The Fish Tank** ("Contractor"), 820 N. Nova Road, Daytona Beach, FL 32117, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Bid ("EDC-Weekly Aquarium Maintenance", Bid No. 2023-02) attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of two (2) years. This Agreement may be renewed for three (3) additional one-year periods upon mutual agreement of the parties hereto.

3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement**. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices**. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach	**Aquascapes, LLC**
Joyce Shanahan, City Manager	**d/b/a The Fish Tank**
(copy to City Attorney)	Brad Lewis, Owner
22 South Beach Street	820 N. Nova Road
Ormond Beach, FL 32174	Daytona Beach, FL 32117

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials,

both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

19. **Requirements for Certificates of Insurance**.

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

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

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

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

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

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

any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

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

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

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

(c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least

one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

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

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

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

DATED this 21 day of February, 2023.

Witnesses:

Print Name: Taylor Lochert

Print Name: Nicole A. Harris

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By:
JOYCE SHANAHAN
City Manager

DATED this 21 day of February, 2023.

Witnesses:

Nicole A. Harris

Print Name: Nicole A. Harris

Susan Dauderis

Print Name: Susan Dauderis

AQUASCAPES, LLC
d/b/a The Fish Tank

By: Brad Lewis

Print Name: Brad Lewis

Title: Owner

Attest: _____

Print Name: _____

Title: _____

\\ormondbeach\dfs\Dept\Legal\CINDY\Contracts\Aquascapes LLC (aquarium maint P23-0020G).docx

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **EDC – Weekly Aquarium Maintenance**

BID NUMBER: **2023-02**

BID OPENING DATE & TIME: **January 11, 2023 at 2:00 PM**

BID OPENING LOCATION: **City Hall Training Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: The Fish Tank

BIDDER'S MAILING ADDRESS: 820 N. Nova Rd

CITY-STATE-ZIP: Daytona Beach, FL 32117

F.E.I.N. or S.S. NUMBER: 45-5200051

PHONE NUMBER: 386-255-2253

EMAIL: aquascapesdb@gmail.com

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

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Brad Lewis
NAME (TYPED)

Business Owner
TITLE

12/16/2022
DATED

GENERAL CONDITIONS

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

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

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

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

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

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

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

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

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

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

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

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

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

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

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

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

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

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

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

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

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and

effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to

perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
Or
www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org.

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

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

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

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

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

Background:

Environmental Discovery Center

Mission Statement

The Environmental Discovery Center's mission is to foster an awareness and appreciation of the natural environment by providing stimulating environmental education programs that inspire participants to be active stewards of their surrounding natural resources.



Ormond Beach
Environmental
Discovery Center
at Central Park

About the Center

The City of Ormond Beach's Environmental Discovery Center (EDC) provides visitors with a glimpse into the diverse ecosystems of Ormond Beach, specifically Central Park. This 2,000 square foot facility is designed to be self-guided. The building serves as a hub for the programming and special events that will immerse visitors in these ecosystems and provide hands-on education.

Located in Central Park at:
601 Division Avenue
Ormond Beach, FL 32174
(386) 615-7081

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified companies to submit Bid for:

Daily Services
Monday–Friday, 2 (min) hrs. per day, duties must include:

- Feeding and monitoring of animal health
- Identification of parasitic, fungal, and bacterial infections of fish, reptiles and amphibians
- Supplying medications and treating when necessary
- Keep daily written records of weights, growth rates, feedings, medications, water tests, additives, reason for any losses, etc.

Weekly Services
Once per week duties must include:

- Testing of water parameters, parameter corrections, water changes, filter cleaning and/or replacement, media replacement, change of reptile bedding
- Weighing of snake to monitor and determine dietary needs

Monthly Services
Detailed services not otherwise performed on a daily or weekly basis.
Examples include but are not limited to:

- Ultra violet sterilization bulb replacement
- Cleaning of quartz sleeves
- Cleaning and replacement of exhibit decorations
- Par readings of aquaponics system

Special Events/Weekend/Emergency Call outs

- Will be available on an as needed basis, including before/after natural disasters
- Must respond within (1) hour of initial contact from staff
- Expected to work on holidays and weekends when needed
- May be required to attend/speak at special events

Additionally
Must be able to provide food, medications and various supplies including but not limited to additives, plants, bedding, decorations, replacement filters and filtration, misc. accessories, lamps, testing equipment etc. for:

- 1 Aquarium featuring invasive Florida Fish
- 1 Aquarium featuring native Florida Fish
- 2 Native Snake Displays
- 1 Red Bellied Cooter Turtle display
- 1 Box Turtle Display
- 1 Amphibian Display

*Must have valid licensing to purchase, hold, and distribute requested livestock and plants.
* Services must also include up to 30 days offsite quarantine of livestock replacements for exhibits.

AWARD:

The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENTS:

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

TAXES:

The Contractor is responsible for paying any and all taxes associated with this agreement.

TERM

The initial term of this agreement shall be for a period of two (2) years and may be automatically renewed for three (3), one-year terms thereafter upon mutual written agreement.

OTHER AGENCIES:

Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

The Fish Tank
COMPANY NAME

AUTHORIZED SIGNATURE

Brad Lewis
NAME

Business Owner
TITLE

12/16/2022
DATE

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

BID RESPONSE FORM

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

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

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

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: The Fish Tank

VENDOR/CONTRACTOR LICENSE NUMBER: BT-34902

ADDRESS: 820 N. Nova Rd, Daytona Beach, FL 32117

PHONE NO.: 386-255-2253 EMAIL: aquascapesdb@gmail.com

SUBMITTER'S NAME: Brad Lewis
(Typed or Printed in Ink)

TITLE: Business Owner

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

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

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02
BIDDING SPECIFICATIONS

The BIDDER will complete the Work, as described herein, for the following price(s):

BID SCHEDULE

Item No:	Description:	Quantity:	Unit:	Unit Price:	Total Price:
1.	Hourly Rate for Weekly Maintenance	520	EA	$60.00	$31,200
2.	Estimated Monthly Livestock	12	EA	$200.00	$2,400

TOTAL BID FOR CONTRACT $33,600.00 (Figures)

Thirty Three Thousand Six Hundred Dollars and 00/100 (Words)

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[✓] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[✓] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

The Fish Tank
COMPANY NAME

AUTHORIZED SIGNATURE

Brad Lewis
NAME (PRINT OR TYPE)

Business Owner
TITLE

12/16/2022
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

The Fish Tank

COMPANY NAME

AUTHORIZED SIGNATURE

Brad Lewis

NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

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

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

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:

(1) A physical business and location address;
(2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
(3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
(4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
(5) Any additional information necessary to verify local status.

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

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

Local Vendor Affidavit of Eligibility

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

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

Company Name: The Fish Tank

Address: 820 N. Nova Rd, Daytona Beach, FL 32117

Business or Contractor License Number: BT-34902

Phone Number: 386-255-2253 Fax Number: 386-872-5185

Owner's Name: Brad Lewis Signature: Brad Lewis

AMANDA TERESA C...
Notary Public - State of Florida
Commission # GG 286681
My Comm. Expires Dec 25, 2022
Bonded through National Notary Assn.

Sworn to before me this 16th day of December

Notary Public for the State of Florida My Commission Expires Dec 25, 2022

Notary Public Signature: Amanda Cruz Printed Name: Amanda Cruz

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by:_____ Date: _____

Attachment A
City of Ormond Beach
REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

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

Requirements for registering a business are as follows:
Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

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

State Certified/Registered Contractors

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

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

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2021-144 (9/22/21)]:

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. **Payment on Behalf of City**

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. **Loss Control/Safety**

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. **Service Bond**

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. **General**

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible

property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

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

(d) Excess Liability

For contracts $250,000 or greater an Excess Liability Policy of at least but not limited to $1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an

Excess Liability Policy with a maximum self-insured retention not to exceed $25,0000 per occurrence.

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments

or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

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

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

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

City of Ormond Beach

EDC – Weekly Aquarium Maintenance
Bid No. 2023-02

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[✓] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[✓] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

The Fish Tank
COMPANY NAME

AUTHORIZED SIGNATURE

Brad Lewis
NAME (PRINT OR TYPE)

Business Owner
TITLE

12/16/2022
DATE

Meeting Date: 2/21/2023	**AGENDA ITEM**		**Number:** 7.B
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-49
Strategic Goal:	Quality of Life – Other		
Department :	Leisure Services		
Subject:	Contract Award - EDC Aquarium Maintenance to the Fish Tank		
Budget Impact:	Funding for this services is included in the FY 2022-23 General Fund budget of the EDC.		
Summary:	This item requests approval for awarding the weekly aquarium maintenance at the EDC to The Fish Tank, the sole responsive bidder and successful provider of services to the EDC aquarium since the EDC was opened.		
Recommended Action:	The staff's recommendation is to award the weekly aquarium maintenance at the EDC to The Fish Tank at an annual cost of $33,600.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		

Approval:

Kelly McGuire, Finance Director	1/30/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	2/6/2023	
Joyce Shanahan, City Manager	2/15/2023	Joyce Shanahan

CITY OF ORMOND BEACH

22 South Beach Street • Ormond Beach, FL 32174 • (386) 677-0311 • Fax (386) 676-3330

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: February 21, 2023

Subject: Contract Award - EDC Aquarium Maintenance to the Fish Tank

Commission Goal: Quality of Life – Other

Introduction

This is a recommendation for the City Commission to authorize the awarding of a contract for the weekly aquarium maintenance at the Environmental Discovery Center (EDC).

Background

This agenda item is to award a ***maintenance agreement*** for the cleaning, inspection, and testing of the aquarium equipment and environment, as well as stocking, feeding, and caring for the reptiles and fish. At the December 6, 2022 City Commission meeting, staff notified the City Commission of the intent to solicit these services through BID# 2023-02 for the weekly aquarium maintenance at the Ormond Beach EDC. At a previously City Commission meeting on January 24, 2022, replacement of the EDC fish aquariums and reptile cages was approved by the City Commission due to age-related deterioration and repair needs.

Discussion

The Weekly Aquarium maintenance at the Environmental Discovery Center bid was advertised for proposals in December of 2023. The City received one (1) bid from The Fish Tank in January of 2023. Staff reviewed the bid and determined all requirements had been met. The Fish Tank has been serving Volusia and Flagler County for both fresh and saltwater needs for over 50 years. The current owner of The Fish Tank previously worked at the Volusia County Marine Science Center and has over ten years of aquarium retail experience. His team is supported by a service department manager with over 20 years of fresh and saltwater aquarium maintenance experience, a store manager with over 30 years of experience working with fresh and saltwater aquariums, a freshwater plant specialist, and a coral specialist.

Budget Impact

Funding for this services is included in the FY 2022-23 General Fund budget of the EDC.

Citizen Impact

Having a clean and properly maintained aquarium ensures necessary care for the tank and the fish, and enhances the experience while visiting the EDC.

Recommendation

The staff's recommendation is to award the weekly aquarium maintenance at the EDC to The Fish Tank at an annual cost of $33,600.

Attachments:

1. 23-49 Aquarium Maint-Aquascapes (P23-0020G)
2. Aquascapes agreement
3. City of Ormond Non Conflict Statement
4. BID 2023-02 tabulation

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: January 30, 2023

Claire Whitley, Assistant City Manager — Date: February 06, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: February 15, 2023

BID OPENING TABULATION

Project: EDC - Weekly Aquarium Maintenance

Bid Number: 2023-02

Date & Time: January 11. 2023 at 2:00 PM

Bidder	Bid Bond	Total
The Fish Tank	no	$33,600.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00
0	0	$0.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Sarah Garcia
Environmental Discovery Center Coodinator

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/25

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 MCCLAIN INSURANCE AGENCY INC 1010 Ocean Shore Blvd Ormond Beach, FL 32176-3689	CONTACT NAME: PHONE (A/C, No, Ext): (386)441-1600 FAX (A/C, No): (386)441-1602 E-MAIL ADDRESS: mcclainagency@bellsouth.net
INSURED AQUASCAPES LLC dba THE FISH TANK 2455 W INTERNATIONAL SPEEDWAY BLVD UNIT 701 DAYTONA BEACH, FL 32114	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : EVANSTON INSURER B : LLOYD'S OF LONDON INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			3AA962522	12/19/25	12/19/26	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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 NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	COMM PROPERTY W/WIND			LOL033559	12/19/25	12/19/26	DED 2500.	250,000

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

CERTIFICATE HOLDER

CITY OF ORMOND BEACH
LEISURE SERVICES DEPT
399 N US 1
ORMOND BEACH, FL 32174
JEANELLE.JONES@ORMONDBEACH.ORG

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.M.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Intent to Bid - 2026 Storm and Sewer Pipe Lining		
Recommended Action	The City intends to publicly advertise this project for request for bids, unless otherwise directed.		
Strategic Goal	Water Quality & The Environment - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

The lining of storm and sewer pipes is an annual project intended to extend the length of service to the City's drainage network. The cost of lining a pipe varies by pipe size, but on average it is approximately $120 per foot, as opposed to $300 per foot to reconstruct a failed pipe and restore the affected street.

The project includes the rehabilitation of approximately 7,700 linear feet of storm pipe and 5,700 linear feet of sanitary sewer pipe of various sizes. Staff has prepared the bidding documents and specifications for the proposed work. The pipes included in this year's project were selected after close coordination with out wastewater collection division and the city's stormwater maintenance division to identify pipes that have a history of issues, and where upon inspection have been found to be good candidates for pipe lining, Location maps of the proposed work are attached.

Financial Impact

Funding in the amount of $1,500,000 for the storm drain pipe rehabilitation project was included in the Fiscal Year 2025-26 budget, within Fund 107-Stormwater, and funding in the amount of $850,000 for the sanitary sewer pipe rehabilitation project was included in the FY 2025-26 budget, within Fund 409-Water and Wastewater Renewal and Replacement (annual). The engineer's estimate for the storm drain pipe rehabilitation project is $890,000 and for the sanitary sewer pipe rehabilitation project is $340,000.

Citizen Impact

This project will maintain existing infrastructure, protecting the public and ensuring proper function of the City's stormwater conveyance systems. The lining of pipes reduces overall costs of pipe repair maintenance. The construction activities associated with this project are low impact and mainly involve a pipe cleaning and lining truck and crew, which is typically staged around an upstream and downstream manhole in the street in order to access the pipe that is being rehabilitated. Minor traffic delays are expected. On large diameter pipes, the lining process can take several hours, and it is often necessary to continue the process through the evening to not interrupt the curing process. The end result is an improved drainage pipe that allows more stormwater to flow through pipes, reducing the possibility of roadway and neighborhood flooding.

Attachments

1. Bid 2026-17 2026 Storm and Sewer Lining_PM
2. Bid 2026-17 2026 Storm and Sewer Lining_PLANS

2026 Storm and Sewer Pipe Lining

Bid No. 2026-17

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

2026 STORM AND SEWER PIPE LINING
Ormond Beach, Florida

TABLE OF CONTENTS

Section No.	Title	Pages
	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	
01027	Applications for Payment	
01040	Coordination	
01050	Field Engineering	
01200	Project Meetings	
01300	Submittals	
01340	Shop Drawings	
01400	Quality Control	
01500	Temporary Facilities and Controls	
01600	Materials and Equipment	
01630	Substitutions and Product Options	
01700	Contract Closeout	
01710	Final Cleaning	
01740	Warranties	

TABLE OF CONTENTS (Continued)

Section No.	Title	Pages
	DIVISION 2 - SITEWORK	
02140	Dewatering System	
02650	Sewer and Manhole Cleaning	
02720	Drainage Structures and Piping	
02740	Bypass Pumping	
02750	Manhole Liner	
02764	Television Inspection	
02769	Cured-in-Place Pipe lining	
02801	Restoration of Surface Improvements	
	DIVISION 3 through **DIVISION 16**	
	(Not Applicable)	
	PROJECT DRAWINGS	
	2026 Storm & Sewer Pipe Lining	

END
TABLE OF CONTENTS

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **2026 Storm and Sewer Pipe Lining, Bid No. 2026-17,** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **February 25, 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 Cured in place lining of approximately 8,900 LF of storm pipes ranging in size from 12"-45", and approximately 6,200 LF of 8" VCP sanitary sewer. Additionally, televised recorded inspection and findings report for approximately 8,900 LF of storm pipes and 6,200 LF of 8" gravity main sanitary sewer. 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 **February 11, 2026 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 **February 16, 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: **2026 STORM AND SEWER PIPE LINING**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-17

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

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

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

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

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

BID SCHEDULE

STORM

Bid Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
1	Cured in place liner-12" CMP, 7.5mm	300	LF		
2	Cured in place liner-15" CMP, 9.0mm	2,000	LF		
3	Cured in place liner-15" RCP, 9.0mm	600	LF		
4	Cured in place liner-15" SRCP, 9.0mm	100	LF		
5	Cured in place liner-18" CMP, 10.5mm	800	LF		
6	Cured in place liner-18" ACCMP, 10.5mm	300	LF		
7	Cured in place liner-18" RCP, 10.5mm	400	LF		
8	Cured in place liner-12"X18" ACCMP, 9.0mm	300	LF		
9	Cured in place liner-24" CMP, 12.0mm	1,600	LF		
10	Cured in place liner-24" ACCMP, 12.0mm	800	LF		
11	Cured in place liner-18"X29" ACCMP,12.0mm	1,300	LF		
12	Cured in place liner-36" ACCMP, 15.0mm	200	LF		
13	Cured in place liner-29"x45" ACCMP, 15.0mm	200	LF		

SANITARY SEWER

Bid Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
14	Cured in place liner-8" VCP, 6.0mm	6,200	LF		

TOTAL BID $_____
(Figures)

_____
(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **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

(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)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

_____
(Name of Person Authorized to Sign - Typed or Printed)

_____
(Title)

(Corporate Seal)

Attest _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

LOCAL VENDOR PREFERENCE

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

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

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

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

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

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

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

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

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

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

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

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

Date: _____, 20____ Signed: _____

Title: _____ Print Name:_____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20_____,

by_____ and who:

☐Is personally known to me; or ☐ has produced _____
as identification.

_____

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF _____

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-One years old. I am the _____ of _____, a
   (Title) **(Business Name)**
   non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: _____, 20___ Signature: _____

Print Name: _____

Title: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20_____,

by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

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)

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20_____, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

END OF BID

SECTION 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:

The work consists of Cured in place lining of approximately 8,900 LF of storm pipes ranging in size from 12"-45", and approximately 6,200 LF of 8" VCP sanitary sewer. Additionally, televised recorded inspection and findings report for approximately 8,900 LF of storm pipes and 6,200 LF of 8" gravity main sanitary sewer.

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

2026 STORM AND SEWER PIPE LINING
and **BID NUMBER 2026-17**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **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 unit price TOTAL BID of $_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ___ to ___ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

2026 STORM AND SEWER PIPE LINING

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 13 sheets numbered 1 through 13 inclusive and bearing the following general title:

2026 STORM AND SEWER LINING

7.9 Addenda numbers ___ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 19 , 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

By _____

Jason Leslie
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

Address for giving notices:

_____

_____

_____

License No. _____

Registered Agent for service process:

_____
(Name)

_____
(Title)

END OF AGREEMENT

SECTION 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 **2026 Storm and Sewer Pipe Lining (Bid No. 2026-17)** in, and for the City and,

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

_____
(Principal)

By: _____

ATTEST:

_____
(Surety)

_____ By: _____
(SEAL)

END OF SECTION
00410 - 1

SECTION 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:

2026 STORM AND SEWER PIPE LINING
Bid No. 2026-17

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(Address)

_____

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

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

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

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

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

2026 STORM AND SEWER PIPE LINING
Bid No. 2026-17

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(Address)

_____

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

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

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

_____

Attorney for Owner

This the _____ day of _____, 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 of the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

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

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

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

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

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

Contractor's Fee:

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

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

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

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

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

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

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

Adjustment of Unit Prices:

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

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

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

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

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

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

Warranty and Guarantee:

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

Access to Work:

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

Tests and Inspections:

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

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

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

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

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

Uncovering Work:

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

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

Owner May Stop the Work:

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

Correction or Removal of Defective Work:

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

One Year Correction Period:

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

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

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

OWNER May Correct Defective Work:

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

(f) Professional Liability, Malpractice and/or Errors and Omissions (N/A for construction contracts)

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

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

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

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

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 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: **2026 STORM AND SEWER PIPE LINING**
Bid Number **2026-17**

The work consists of Cured in place lining of approximately 8,900 LF of storm pipes ranging in size from 12”-45”, and approximately 6,200 LF of 8” VCP sanitary sewer. Additionally, televised recorded inspection and findings report for approximately 8,900 LF of storm pipes and 6,200 LF of 8” gravity main sanitary sewer.

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:

Agency:	Contact phone number:
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 Furnish & Install Cured in Place Liner for 12-inch CMP, 7.5mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 7.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 2 Furnish & Install Cured in Place Liner for 15-inch CMP, 9mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 9 mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 3 Furnish & Install Cured in Place Liner for 15-inch RCP, 9mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 9 mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 4 Furnish & Install Cured in Place Liner for 15-inch SRCP, 9mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 9 mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 5 Furnish & Install Cured in Place Liner for 18-inch CMP, 10.5mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 10.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 6 Furnish & Install Cured in Place Liner for 18-inch ACCMP, 10.5mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 10.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 7 Furnish & Install Cured in Place Liner for 18-inch RCP, 10.5mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 10.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 8 Furnish & Install Cured in Place Liner for 12x18-inch ACCMP, 9mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 10.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 9 Furnish & Install Cured in Place Liner for 24-inch CMP, 12mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 12mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 10 Furnish & Install Cured in Place Liner for 24-inch ACCMP, 12mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 12mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 11 Furnish & Install Cured in Place Liner for 18x29-inch ACCMP, 12mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 12mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 12 Furnish & Install Cured in Place Liner for 36-inch ACCMP, 15mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 13.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 13 Furnish & Install Cured in Place Liner for 29x45-inch ACCMP, 15mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 15mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 14 Furnish & Install Cured in Place Liner for 8-inch VCP, 6mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 6mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.

B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.

C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

1. CONTRACTOR'S Construction Schedule.
2. Application for Payment forms, including Continuation Sheets.
3. List of subcontractors.
4. List of products.
5. List of principal suppliers and fabricators.
6. Schedule of submittals.

D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

F. Include the following Project identification:

1. Project name and location.
2. Name of ENGINEER.
3. Project number.
4. CONTRACTOR'S name and address.
5. Date of submittal.

G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

1. Related Specification Section or Division.
2. Description of Work.
3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
5. Dollar value.
6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.

K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.

1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. CONTRACTOR'S Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of CONTRACTOR'S staff assignments.
7. Copies of building permits.
8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:
   a. Item number and identification as shown on application.
   b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. Submit requisite number of photographs with each application.

D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.

E. Submit certified payroll sheets for CONTRACTOR’S forces and all Subcontractors for the month preceding the submitted application.

F. Submit revised monthly progress schedules with each month’s Application for Payment, including cash flow projections.

G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.

B. Administrative actions and submittals that shall precede or coincide with this application include the following:

1. Occupancy permits.
2. Warranties and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Changeover information related to OWNER'S occupancy.
7. Final cleaning.
8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements and submittals including As-Built Survey.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the OWNER.
4. Certified property survey.
5. Proof that taxes, fees, and similar obligations were paid.
6. Removal of temporary facilities and services.
7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

Progress Schedules and Reports
Product Data
Shop Drawings
Manufacturer's Data
Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

> Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
>
> Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.
>
> Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01340
SHOP DRAWINGS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.

C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:

1. Submittal – Description and Number assigned.
2. Date to Engineer
3. Date returned to Contractor (from Engineer).
4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
5. Date of resubmittal and return (as applicable).
6. Date material release (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.
9. Status of O&M manuals submitted.
10. Specification Section.
11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.

B. Determine and Verify:

1. Field measurements

2. Field construction criteria

3. Catalog numbers and similar data

4. Conformance with Specifications

C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date

2. Project title and number

3. Contractor's name and address

4. The number of each shop drawing, product data, and sample submitted

5. Notification of deviations from contract documents

6. Submittal log number conforming to specification section numbers.

G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.

H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. as permitting any departure from the Contract requirements;

2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.

F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.

G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's agreement with the Owner.

H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems

2. Processes

3. As indicated in the specifications sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above.
As used herein, the term "manufactured" applied to standard units usually mass produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:

1. Project title and number

2. Name of project building or structure

3. Number and title of the shop drawing

4. Date of shop drawing or revision

5. Name of Contractor and subcontractor submitting drawing

6. Supplier/manufacturer

7. Separate detailer when pertinent

8. Specification section

10. Drawing number

E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-along plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

Electrical Power Service
Water Service (potable for certain uses)
Sanitary
Storm Sewer or Open Drainage/Run-off Control
Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities "on-site" for use by workers. Transporting workers to the nearest "public" sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City's franchised construction and demolition debris providers. For a list of the City's current Franchised Providers, please call Public Works at 386-610-0700.

It will be the Contractor's responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.
After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:

1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.

B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:

1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.

2. The proposed coating system shall use coatings of the same generic type.

3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.

4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.
Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR’s Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.
The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
   Previous Change Orders
   Deductions for uncorrected work
   Deductions for liquidated damages
   Deductions for reinspection payments
   Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710
FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02140
DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.

C. Siltation and Erosion:

1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.

2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.

D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02650

SEWER LINE AND MANHOLE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

1.02 RELATED WORK

A. Television Inspection of Sewers is included in Section [_____].

B. Sewer Flow Control is included in Section [_____].

NOTE: The following Paragraphs are not normally required for this Section. They are to be used at the discretion of the specifier.

[1.03 SUBMITTALS]

[1.04 REFERENCE STANDARDS]

[1.05 QUALITY ASSURANCE]

[1.06 SYSTEM DESCRIPTION]

[1.07 DELIVERY, STORAGE AND HANDLING]

[1.08 PROJECT/SITE REQUIREMENTS]

[1.09 MAINTENANCE]

[1.10 WARRANTY]

[1.11 DEFINITIONS]

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Hydraulic Sewer Cleaning Equipment

1. The equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed

instantly are used, special precautions against flooding of the sewers and public or private property shall be taken.

B. High Velocity Jet (Hydrocleaning) Equipment

1. All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be located so the equipment can be operated above ground.

C. Mechanical Cleaning Equipment

1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe shall not be acceptable.

2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod shall be specifically treated steel. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

PART 3 EXECUTION

3.01 GENERAL

A. Sewer line walls shall be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

3.02 PREPARATION

A. Selection of cleaning equipment shall be based on the conditions of the manhole and sewer lines at the time the work commences.

1. Light cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.

2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.

B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.

3.03 PERFORMANCE

A. Each designated sewer manhole section shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Blockages, if any, shall be reported to the Engineer immediately.

B. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.

C. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high pressure jet cleaners; or chemical root treatment.

D. To aid in the removal of roots, pipeline and manhole sections which have root intrusion may be treated with an approved label herbicide. The application of the herbicide to the roots shall be done in strict accordance with the manufacturer's recommendations and product specifications in such a manner to preclude any damage to the surrounding vegetation. Vegetation damaged for whatever reason shall be replaced with identical vegetation. All safety precautions recommended by the manufacturer shall be strictly adhered to concerning handling and application of the herbicide.

E. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.

F. All debris, residue and other materials resulting from cleaning operations shall be removed from the site no less often than at the end of each workday and shall be disposed of in an approved manner. Under no circumstances will the accumulation of debris, residue, etc, on the site beyond

the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

3.03 FIELD TESTING

A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be recleaned and reinspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.

B. If internal sealing is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

END OF SECTION

SECTION 02720
DRAINAGE STRUCTURES AND PIPING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of drainage structures and piping is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02200 - Earthwork.
Section 02222 - Trenching, Backfilling and Compacting.
Section 02611 - Reinforced Concrete Pipe for Gravity Service

1.02 SUBMITTALS

A. Submit shop drawings of precast manholes, inlets, grating, frames and lids, and pipe.

B. Submit cut sheets 24-hours in advance of pipe excavation for ENGINEER approval.

1.03 QUALITY ASSURANCE

A. All material shall be new and unused.

B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by ENGINEER or other OWNER representative. Inspection may be made at place of manufacture, at work site following delivery, or both.

C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.

D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.

E. Repair minor damage to precast concrete sections by approved method, if repair is authorized by ENGINEER.

PART 2 - PRODUCTS

2.01 GENERAL

A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.

C. Provide lifting lugs or holes in each precast section for proper handling.

2.02 PRECAST CONCRETE MANHOLE SECTIONS

A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and shall be in accordance with FDOT standards.

1. Top section shall be eccentric cone where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over top of pipe is 4-ft or less. Top section shall be a plastic lined flat slab where manhole riser sections are to be plastic lined.

2. Base, riser and transition top sections shall have tongue and groove joints.

3. Sections shall be cured by an approved method.

4. Precast concrete sections shall be shipped after concrete has attained 3000 psi compressive strength.

5. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.

6. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.

7. Construct and install precast concrete base as shown on the Drawings and specified in FDOT standards.

8. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

2.03 PRECAST CONCRETE STRUCTURES

A. Refer to FDOT Standards for inside dimensions, headroom requirements and minimum thickness of concrete.

B. Manufacturer shall notify ENGINEER at least 5 working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.

C. Structural design calculations and Drawings shall be prepared and stamped by a professional engineer registered in Florida.

D. Design Criteria

1. Precast concrete

   a. Minimum compressive strength shall be 5,000 psi at 28 days.

   b. Maximum water-to-cement ratio shall be 0.40 by weight.

   c. Minimum cement content shall be 600 lbs of cement per cubic yard of concrete.

2. Manufactured products

   a. Conform to ACI 318 and ACI 350R.

   b. Analyze walls and slabs using accepted engineering principals.

   c. When "fy" exceeds 40,000 psi, "z" (ACI 318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".

   d. Design products to support their own weight, weight of soil at 120 pcf, and a live load equal to AASHTO HS-20 applied to top slab.

   e. Cast base slab and walls together to form a monolithic base section.

   f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.

   g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.

   h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.

   i. Locate horizontal wall joints 18-in minimum from horizontal centerline of wall openings.

   j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.

   k. Provide lifting hooks for top slab.

      1. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.

   m. Wall sleeves shall be provided by the precast concrete manufacturer.

2.04 BRICK MASONRY

A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.

1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.

2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.

B. Mortar shall be composed of 1 part portland cement, 2 parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.

C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No.4 sieve and conform to ASTM C33.

2.05 JOINTING PRECAST MANHOLE SECTIONS AND STRUCTURES

A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No.2 by Hamilton-Kent; Ram-Nek by K. T. Snyder Company or equal.

B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

2.06 MANHOLE FRAMES AND COVERS

A. Manhole frames and covers shall be in accordance with FDOT Standard Index No. 201 for the type of manhole or inlet required. Covers shall have 2” raised letter identification: “Storm Sewer” cast into top.

2.07 PIPE CONNECTIONS TO MANHOLE

A. Connect pipe to manhole in the following ways:

1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.

2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.

3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

2.08 EXTERNAL CONCRETE JOINT WRAP

All concrete pipe joints and pipe connections to structures shall be wrapped with an approved filter fabric joint wrap product. Joint material and installation shall be in accordance with Section 430 of the FDOT Standard Specifications, latest edition.

2.09 DAMPPROOFING

A.. Dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A. C. Horn Inc; RIW Marine Liquid by Toch Brothers or equal.

2.10 PIPING

A.. Reinforced Concrete Pipe (RCP)

1. RCP pipe shall comply with the requirements of ASTM Designation C-76, as specified in Section 02611, Reinforced Concrete Pipe for Gravity Service.

B. High Density Polyethylene Pipe (HDPE):

1. HDPE pipe shall be smooth interior walled corrugated polyethylene pipe conforming to AASHTO M 294 and minimum cell classification 335420C as specified in ASTM D 3350.

   Subject to compliance with requirements, HDPE manufacturers include, but are not limited to, the following:

   a. Advanced Drainage Systems (ADS), Inc.

   b. Hancor, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Manhole and Structure Installation.

1. Manhole and structure shall be constructed to the dimensions shown on the Drawings and as specified in FDOT standards. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.

2. Place manhole base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.

a. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.

3. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.

4. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.

5. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.

6. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.

7. Backfill carefully and evenly around manhole sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Brickwork

1. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. ENGINEER's decision regarding the adequacy of protection against freezing shall be final.

2. Construct channels and shelves of brick and concrete as shown on the Drawings and as specified in FDOT standards. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

D. Setting Manhole Frame and Cover

1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

E. Dampproofing

1. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous dampproofing at the rate of 30 to 60 sq ft per gallon, in accordance with manufacturer's instructions.

3.02 LEAKAGE TESTS

A. Test each manhole for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:

B. Assemble manhole in place; fill and point all lifting holes and exterior joints within 6-ft of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.

C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least 8 hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.

D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.

E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as

determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.

2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

3.03 CLEANING

A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

SECTION 02740
BYPASS PUMPING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.

For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 PLUGGING AND BLOCKING

A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations, the flow through the line being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

When flow in a sewer line is plugged, blocked or bypassed by the Contractor, sufficient precautions shall be taken to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and shall be responsible for any damage resulting from the flow control operations.

When flow in a sewer line is plugged or blocked by the Contractor, conditions upstream of the plug shall be monitored by the Contractor's representative and the Contractor shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter, which is bypass pumped from the sewer collection system, shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.

Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked or otherwise deposited to the open environment as a result of the Contractor's flow control operations, the Contractor shall be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

END OF SECTION

SECTION 02750
MANHOLE LINER

PART 1 – GENERAL

A. DESCRIPTION OF WORK

1) This specification covers all work necessary for sanitary sewer manhole rehabilitation. The Contractor shall provide all labor, materials and equipment necessary for sanitary sewer manhole rehabilitation, to include but not limited to, cleaning, surface preparation/repair and final coat/liner.

2) The Contractor shall install a continuous, jointless and structurally sound liner specialty coating or lining for the interior surfaces of sanitary sewer manholes.

3) The Contractor shall provide necessary maintenance of traffic and by-pass pumping per the Contract Bid Tabulation.

4) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.

5) The **City** requires all Customers to be notified a minimum of 5 calendar days of any anticipated flow interruptions. It is the Contractor's responsibility to make said Customer notifications.

6) The **City** will pay for installed materials only per the Contract Bid Tabulation Bid Item Unit Cost.

7) All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition.

8) Maintenance of Traffic shall adhere to FDOT Design Standards, Index 600, current edition.

B. REFERENCE SPECIFICATIONS AND STANDARDS

1) The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated.

- American Society for Testing and Materials (ASTM)
- C78, Standard Test Method for Flexural Strength of Concrete
- C109, Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
- C157, Standard Test Method for Length Change of Hardened Hydraulic Cement Mortar and Concrete
- C307, Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacings
- C580, Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes
- C596, Standard Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement
- C882, Standard Test Method for Bond Strength of Epoxy-Resin

Systems Used with Concrete By Slant Shear

- D638, Standard Test Method for Tensile Properties of Plastics
- D792, Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement
- D4787, Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates
- D4833, Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
- F2414, Standard Practice for Sealing Sewer Manholes Using Chemical Grouting

C. PERFORMANCE WORK STATEMENT (PWS)

1) The Contractor shall submit, to the **City**, a Performance Work Statement (PWS) at the pre-construction meeting, which clearly defines the Manhole Liner product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the **City**, the PWS shall at a minimum contain the following:

   a. Clearly indicate that the Manhole Liner will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.

   b. Where the scope of work is specifically delineated in the contract documents, a detailed installation plan describing all preparation work, cleaning operations, pre-video inspections, by-pass pumping, maintenance of traffic, installation procedure, method of curing, quality control, testing to be performed, final video inspection, warrantees furnished and all else necessary and appropriate for a complete the Manhole Liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.

   c. Contractor's description of the proposed Manhole Liner technology, including a detailed plan for maintaining all wastewater service to **City** Customers during installation.

   d. A description of the Manhole Liner materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.

   e. The name and experience of each lead individual performing work on this Contract shall be submitted with the PWS.

   f. Proposed manufacturers technology data shall be submitted for all Manhole Liner products and all associated technologies to be furnished.

   g. A detailed description of the Contractor's proposed procedures to patch/repair manhole from Infiltration/Inflow in the manhole that may be encountered during the cleaning process.

   h. A detailed public notification plan shall be prepared and submitted including detailed staged notification to Customers affected by the Manhole Liner installation.

PART 2 – PRODUCTS

A. GENERAL

1) The materials to be utilized in the lining of concrete structures shall be designed and manufactured to withstand the severe effects of hydrogen sulfide in a wastewater environment.

2) The Manhole Liner must meet the chemical resistance requirements of theses contract documents. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled accordance with the Manhole Liner manufacturer's recommendations to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the **City**. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

3) Approved products: Raven Lining Systems, GML Coatings, Epoxytec CPP, Spray Roq, Quadex, and Geocast.

B. GEOPOLYMER EPOXY LINER

- Spray Application - Liner to protect mason or concrete from chemical attack.
- Non-Structural Minimum Thickness: 125 mils
- Structural Minimum Thickness: 250 mils
- Minimum Tensile Strength (ASTM C307): 2,500 psi.
- Minimum Flexural Strength (ASTM C580): 4,600 psi.
- Working Time at 70 degrees F: 30 minutes.
- Initial Set time at 70 degrees F: 17 hours.
- The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a Manhole Liner which meets or exceeds the minimum properties specified herein.
- The required Manhole Liner total thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations contained in the appendix of the ASTM standards.
- The Contractor shall submit, prior to installation of the Manhole Liner, certification of compliance with these specifications and/or the requirements of the pre-approved Manhole Liner. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre- approved system. Materials not complying with these requirements will be rejected.

C. SPRAY ON EPOXY LINER

- Two or three part epoxy coating to protect mason or concrete from chemical attack.

- Minimum Thickness: 125 mils
- Minimum Tensile Strength (ASTM C307): 2,500 psi.
- Minimum Flexural Strength (ASTM C580): 4,600 psi.
- Working Time at 70 degrees F: 30 minutes.
- Initial Set time at 70 degrees F: 17 hours.

D. CEMENTITIOUS RECONSTRUCTION FOR MANHOLE RESTORATION

- Quick setting (under 20 minutes), high strength, sulfide resistant, calcium aluminate-based or portland cement material.
- Suitable for troweling or rotary spray application to inside of manhole.
- Use additives to increase corrosion resistance or bond strength at manufacturer's direction and with **City** approval.
- Initial set time per manufacturer's recommendation and per project conditions.
- Density when applied: 135 lb/cf +/- 5 lb/cf.
- Compressive strength (ASTM C109) at 1 day.
    - Per manufacturer's recommendation.
    - Minimum acceptable: 2,000 psi.
- Compressive strength (ASTM C109) at 28 days.
    - Per manufacturer's recommendation.
    - Minimum acceptable: 5,500 psi.
- Bond Strength (ASTM C882) at 28 days.
    - Per manufacturer's recommendation.
    - Minimum acceptable: 1,640 psi.
- Flexural Strength (ASTM C78) at 28 days. o Per manufacturer's recommendation. o Minimum acceptable: 1,500 psi.
- Shrinkage (ASTM C596) at 28 days: 0 %.

E. HYDRAULIC WATER PLUGS

- Rapid setting to plug active leaks prior to other rehabilitation work.
- Initial Set Time at 70 degrees F: 60 to 90 seconds.
- Final Set Time at 70 degrees F: One hour.
- Compressive Strength (ASTM C109) at 28 days:
    - Per manufacturer's recommendation.
    - Minimum acceptable: 4,000 psi.
- Length Change (ASTM C157): 0 %.

F. STRUCTURAL REQUIREMENTS

1) The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a Manhole Liner which meets or exceeds the minimum properties specified herein.

2) The required structural Manhole Liner total thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer and in accordance with the Design Equations

contained in the appendix of the ASTM standards.

3) The Contractor shall submit, prior to installation of the Manhole Liner, certification of compliance with these specifications and/or the requirements of the pre-approved Manhole Liner. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.

G. PRODUCT SUBMITTALS

1) The Contractor shall submit the following information:

- Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
- License or certificate verifying Manufacturer's/Licensor's approval of the installer.
- Proposed equipment and procedures for accomplishing the work.
- A complete description and manufacturer's recommended cure method. The PWS shall contain a detailed curing procedure detailing the curing medium and the method of application.

PART 3 – LINER INSTALLATION

A. GENERAL

1) Neither the Liner material, nor its installation, shall cause adverse effects to any of the **City**'s processes or facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the **City** and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements.

2) Manhole Liner installation shall not commence until the Cured-In-Place Pipe liner is installed and fully cured.

3) Product shall be spray applied using specialty application equipment.

4) When applying the coating to a manhole interior with small voids, pits or surface abnormalities present, use a resurfacing 10-20 mil application of the specified coating and then a back trowel method to fill and level the surface. Once the resurfacing application has been applied the application of the remaining amount of the specified minimum coating mil thickness can continue.

5) For manhole interiors that have undergone mild surface deterioration use a resurfacing application of 20%-25% of the specified coatings required minimum mil thickness and then a back trowel method to fill and level the surface. Once the resurfacing application has reached a tack-free state the application of the full amount of the specified minimum coating mil thickness can be applied.

6) For manhole interiors that have undergone severe surface deterioration, the Contractor shall resurface/rebuild the structure with polymer modified cement or cementitious products suggested by the Liner manufacturer.

B. PREPARATION AND CLEANING

1) Contractor shall perform a pre-video inspection of all sewer manholes to be lined. The Contractor shall provide the **City** a copy of the video in digital format for review and approval.
2) The pre-video shall be after the manhole is cleaned.
3) The Contractor is responsible to clear the manhole of obstructions that will interfere with the installation and long-term performance of the Manhole Liner.
4) If the pre-video inspection reveals a deteriorated manhole not identified as part of the original scope of work which will prohibit proper installation of the Manhole Liner, the Contractor may be directed by the **City** to correct the problem(s) prior to lining. The Contractor shall be compensated for this work under a Contract Bid Alternate Bid Item.
5) The Contractor shall be responsible for confirming the locations of all inverts prior to installing and curing the Manhole Liner.
6) Abrasive blasting, shot blasting, high pressure water cleaning, water jetting, or a combination of methods and equipment shall remove all loose mortar, unsound concrete, brick, hard contaminants, localized micro-organisms and gas contaminants from the interior manhole walls, floor and ceiling. Final product shall be cleaned and exposed ready for rehabilitation material.
7) Prior to coating, the manhole must be prepared in a manner that provides a uniform, clean, sound, neutralized surface suitable for the specified coating. The manhole must be free of all contaminants, such as oil, grease, rust, scale or deposits. In general, coating performance is proportional to the degree of surface preparation.
8) Concrete and masonry surfaces must be sound and contaminant-free.
9) After surface preparation is completed, Contractor and the **CITY** must perform an inspection to identify any manhole deficiencies, if any, for the items listed below:
    - Leaks
    - Cracks
    - Holes
    - Missing Bricks
    - Exposed Rebar
    - Ring and Cover Condition
    - Bench/Channel Condition
    - Invert Condition
10) If any defects are identified, repairs to correct all found deficiencies shall be approved by the **City**.
11) Repair all leaks with a chemical or hydraulic sealant per the Manhole Liner manufacturer's recommendation.
12) Repair all leaks with non-shrink grout designed for use in field sealing of ground water.

13) Severe cracks shall be repaired using urethane based chemical sealant.

14) Grout and Sealant product to be utilized shall be approved by the **City** prior to installation.

15) Equipment for installation of lining materials shall be high quality grade as recommended by the manufacturer.

16) Re-blasting may be required to remove all abrasive materials after repairs are completed.

17) The Contractor is responsible for construction water. The **City** can supply the Contractor with a Temporary Construction Water Meter (with proper backflow prevention) provided an account is applied and paid for by the Contractor with the **City**'s Finance Department.

C. BY-PASS PUMPING

1) See Specification 02740.

D. GROUT

1) Do not block pipes entering/exiting manhole with grout.

2) Prevent material from entering gravity sanitary sewer collection system.

E. CEMENTITIOUS RECONSTRUCTION

1) Following approved submittals and as specified herein.

2) Mix and handle materials.

3) Apply materials using rotary spray equipment or spray gun.

4) Seal around pipe connections.

5) Prevent material from entering gravity sanitary sewer collection system.

6) Apply material a minimum of ½ inch thick.

7) Trowel and brush for smooth finish.

8) Cure using curing compound when recommended by manufacturer.

9) Do not allow flow in manhole or traffic over manhole, until manufacturer's minimum cure times have been achieved.

F. EPOXY LINER

1) Mix and apply material.

2) Sagging of material is not permitted.

3) Seal around pipe connections.

4) Cure.

5) The final Manhole Liner shall be a continuous, jointless and structurally sound and shall be completely free of pinholes or voids.

6) Total thickness of the liner shall be a minimum of 125 mils.

7) All defects identified such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.

8) A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.

9) Provide final written report to **City** detailing the location, date of report, and description of each Manhole Liner installed.

10) The Contractor shall clean-up, restore existing surface conditions and structures, and repair any of the Manhole Liner determined to be defective. The Contractor shall conduct installation operations and schedule clean-up in a manner to cause the least possible obstruction and inconvenience to Customers, traffic, pedestrians, businesses, etc.

G. MANHOLE INVERT RECONSTRUCTION

1) The Contractor shall be compensated for this work under a Contract Bid Alternate Bid Item.

H. MANHOLE BENCH / CHANNEL REHABILITATION

1) The Contractor shall be compensated for this work under a Contract Bid Alternate Bid Item.

I. MANHOLE LINER REPAIR/REPLACEMENT

1) Occasionally installation of will result in the need to repair or replace a defective Manhole Liner. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the Manhole Liner. Repair/replacement procedures shall be accordance with the Manhole Liner manufacturer's recommendations and shall be submitted as part of the PWS.

2) Defects in the installed Manhole Liner that will not affect the operation and long term life of the product shall be identified and defined.

3) Repairable defects that may occur in the installed Manhole Liner shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.

4) Un-repairable defects that may occur to the Manhole Liner shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the Manhole Liner.

PART 4 – FINAL COMPLETION

A. TESTING

1) The Contractor shall supply the City with certification that the installed Manhole Liner material has been sampled and tested by the manufacturer in accordance with the provisions of this specifications.

2) If properties tested do not meet minimum requirements, the liner shall be repaired or replaced by the Contractor, at no cost to the **City**.

3) The installed liner thickness shall be measured for manhole liner installed. If the liner thickness does not meet these specifications then the liner shall be repaired or removed by the Contractor at no cost to the **City**. The liner thickness shall

have tolerance of minus 5% plus 10%. The Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed liner.

4) The Contractor shall furnish liner samples, when applicable.

5) All testing and repairs shall be completed before Final Completion and Final Payment to the Contractor.

B. INSPECTIONS

1) Contractor shall perform a post-video inspection of each lined manhole. The Contractor shall provide the **City** a copy of the video in digital format for review and approval.

2) Immediately prior to conducting the post-video, the Contractor shall thoroughly clean the newly installed liner removing all debris and buildup that may have accumulated.

3) The post-video will visual inspect the finished liner as follows:

   a. Shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects.

   b. Shall maintain the overall hydraulic capacity of the original manhole. In those cases where full capacity cannot be achieved after liner installation, the Contractor shall submit a request to waive this requirement, together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

4) The post-video shall be submitted to the **City** within ten (10) working days of the liner installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.

5) If post installation inspection documentation is not submitted within Ten (10) working days of the liner installation, the **City** may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost.

6) Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewer from entering the pipe during the post-video inspection.

7) Where leakage is observed, the Contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak-proof integrity of the installed liner to the satisfaction of the **City**.

C. AS-BUILTS

1) As-Built drawings/reports and pre & post inspection videos shall be submitted to the **City** for review and approval for Final Completion contract date. As-Built drawings will include the identification of the work completed by the Contractor

and shall be prepared on one set of Contract Drawings provide to the Contractor at the onset of the project.

2) As-Built drawings shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the **City** and the Contractor at the start of the Contract and shall be updated as the work is being completed, and shall be clearly legible.

D. WARRANTY

1) The Contractor shall provide necessary warranty and documentation of required experience per the Contract Bid Submittal Requirements and as specified herein.

2) The Manhole Liner manufacturer shall warrant the liner to be free from defects in raw materials for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the **City**.

3) The Contractor shall warrant the Manhole Liner installation for a minimum of one (1) year, or as specified in the Contract Bid Submittal Requirements, from the date of installation and Final Completion by the **City**.

4) During the Manhole Liner manufacturer and Contractor warranty period, any defect found that may materially affect the integrity, strength, function and/or operation of the manhole shall be repaired at the Contractor's expense in accordance with procedures included in Part 3, I. Manhole Liner Repair/ Replacement at no cost to the **City**.

5) The **City** may inspect all or portions of the lined manholes during the warranty period and if found that any of the liners have developed abnormalities since the time of Final Completion, the abnormalities shall be repaired and/or replaced as defined in Part 3, I. Manhole Liner Repair/Replacement at no cost to the **City**.

END OF SECTION

SECTION 02764

TELEVISION INSPECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Each designated section shall be visually inspected during sealing operations by means of a closed-circuit television. The inspection will be done one section at a time and the section being inspected will be suitably isolated from the remainder of the sewer line as required.

B. Video recordings shall be made of the television inspections and both copies of the recordings and printed inspection logs shall be supplied to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500 line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer. The Lighting System shall minimize reflective glare.

PART 3 EXECUTION

3.01 PERFORMANCE

A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall re-set up his/her equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, the Contractor shall remove the obstruction by excavation and replacement of that section of pipe as specified herein.

B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.

C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.

D. Documentation of the television results shall be as follows:

1. Television Inspection Logs

    a. Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the Owner and the Engineer.

2. Video recordings of the data on the television monitor shall be made by the Contractor copies of which, in a VHS format, shall be provided to the Owner.

END OF SECTION

SECTION 02769

CURED-IN-PLACE PIPE LINER

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install and test cured-in-place pipe (CIPP) lining and appurtenances complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

A. Sewer line [and manhole] cleaning is included in Section [_____].

B. Television Inspection of pipelines is included in Section [_____].

C. Maintenance of sewage flows is included in Section [_____].

1.03 SUBMITTALS

A. Submit, in accordance with Section 01300, the following:

1. Shop drawings and schedules of all CIPP liner and appurtenances required. Design data and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F1216 and D2412 for fully deteriorated pipe. All CIPP liner design calculations shall be sealed and signed by a registered professional engineer.

2. Detailed procedure for installing the liner.

3. The name of the liner manufacturer and the location of the facility where the liner was manufactured.

4. Certified test reports from the manufacturer that the liner for this Contract was manufactured and tested in accordance with the ASTM Standards specified herein.

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

2. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

3. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

B. Where reference is made to one of the above standards, the revision in effect at the time of the bid opening shall apply.

1.05 QUALITY ASSURANCE

A. The Contractor performing the lining work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner. Submit the following information for review and approval at the time of bid submittal:

1. The number of years of experience in performing pipe lining projects.

2. The name of the lining manufacturer and supplier for this work and previous work listed below. The Contractor shall be an approved installer as certified and/or licensed by the liner manufacturer.

3. A list of municipal clients that the Contractor has performed this type of work for without defects or performance problems.

a. The list shall contain names and telephone numbers of persons to be called to verify previous satisfactory performance.

b. A full description of the actual work performed.

c. The list of municipal clients and description of projects shall include the approximate liner footage (lf) of lining work completed. Provide a sufficient number of references to total 50,000 lf or more of lining work completed to date.

B. The Contractor shall also be capable of providing crews as needed to complete the work without undue delay and shall begin work within [7] days from authorized notice to proceed.

C. The Owner shall approve or disapprove the Contractor and/or manufacturer based on the submitted information and a follow up interview.

D. The CIPP liner shall be provided by a single manufacturer. The supplier shall be responsible for the provision of all test requirements specified herein as applicable. In addition, all liner to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the Owner, at his own expense. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the Owner.

E. Inspection of the liner may also be made by the Engineer or other representative of the Owner after delivery. The liner shall be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery shall be marked for identification and shall be removed from the job site at once.

1.06 SYSTEM DESCRIPTION

1.07 DELIVERY, STORAGE AND HANDLING

A. Care shall be taken in shipping, handling and storage to avoid damaging the liner. Extra care shall be taken during cold weather construction. Any liner damaged in shipment shall be replaced as directed by the Engineer.

B. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though damage may not be visible, shall be marked as rejected and removed at once from the job site.

C. The liner shall be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner shall be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and will be removed from the site immediately.

1.08 PROJECT/SITE REQUIREMENTS

1.09 MAINTENANCE]

1.10 GUARANTEE

A. All lining work shall be fully guaranteed by the Contractor and manufacturer for a period of [1] year from the date of acceptance. During this period, all serious defects discovered by the Owner shall be removed and replaced in a satisfactory manner at no additional cost to the Owner. The Owner may conduct an independent television inspection, at his own expense, of the lining work prior to the completion of the [1] year guarantee period.

PART 2 PRODUCTS

2.01 MATERIALS

A. The liner shall be by Insituform; InLiner [or equal].

B. The liner shall be composed of tubing material consisting of one or more layers of a flexible non-woven polyester with or without additives such as woven fiberglass or other fibers. The felt tubing shall be impregnated with a thermosetting polyester resin and catalyst, vinyl ester and catalyst or epoxy resin and hardener. The liner material and resin shall be completely compatible. The outside layer of the tube shall be coated with an impermeable material compatible with the resin and fabric.

C. The liner shall be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.

D. The liner shall be able to cure in the presence of water at a temperature of 180 degrees F or less.

E. When inverted and cured the liner shall form a continuous, tight fitting, hard, impermeable liner which is chemically resistant to chemicals found in domestic sewage.

F. The liner shall be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal sewerage and soils adjacent to the sewer pipe to be lined.

G. The liner shall be fabricated to a size that when reformed will tightly fit the [sewer] being rehabilitated. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. All dimensions shall be field verified by the Contractor prior to delivery of the liner. Field measurements shall be used to ensure maximum closure between the new liner and the existing [sewer] [drain] pipe.

H. The application of the resin to the felt tubing (wet-out) shall be conducted under factory conditions and the materials shall be fully protected against UV light, excessive heat and contamination at all times.

I. The length of the liner shall be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner shall be verified in the field by the Contractor prior to fabrication.

J. The liner shall be designed, fabricated and installed for the actual conditions encountered for this application and shall comply with the following minimum conditions:

1. Temperature: 40 to 150 degrees F

2. Maximum long term deflection: 5 percent

3. The liner shall be designed to support all loads produced by backfill (120 lbs/sq ft), traffic (H-20) and a hydrostatic loading from groundwater elevation at grade.

4. The liner shall be watertight.

K. The cured liner shall have the following minimum structural properties:

Property	Test Method	Minimum Standard
Flexural Strength	ASTM D790	4,500
Flexural Modulus	ASTM D790	250,000

PART 3 EXECUTION

3.01 INSTALLATION

A. Clean each length of pipe to be lined and dispose of any resulting material as specified in Section [02650], Sewer [and Manhole] Cleaning.

B. Conduct a videotaped color television inspection of each length of pipe to be lined in accordance with Section [02651].

C. Dye test all service connections prior to lining to determine all active service connections. A list of all service connections to be abandoned as part of the work shall be submitted to the Engineer for approval. The compiled list will include information on location of each service connection to be abandoned based on the television inspection logs.]

D. All service connections protruding into the sewer to be lined shall be cut or ground down so as to be flush with the pipe to be lined prior to liner installation.

E. The Contractor shall provide bypass pumping of sewage flows in accordance with Section [_____].

F. Notify all property owners who discharge sewage directly into the sewer to be lined that their sewage service will be discontinued while the liner is being installed. Notify each affected

property owner at least [72] hours in advance of commencement of the work, giving the date, start time and time when service will be completely restored. [Also provide a telephone number which property owners can call for information during the work].

G. Furnish and install the liner in the full length of sewer as shown on the Drawings. The installation of the liner shall be in complete accordance with the applicable provisions herein and the manufacture's installation requirements.

H. For each length of liner installed, remove specimens of at least 24-in length for testing of flexural properties. The specimens shall be cut from a section of installed and reformed liner at an intermediate point or the termination point of the installation.

I. All cutting and sealing of the liner at manhole connections shall provide watertight pipe and manhole trough seals.

J. Reopen all of the existing active service connections in each length of sewer following reformation and cooling of the liner. The service connections shall be reopened from inside the sewer by means of a television camera controlled cutting device appropriate for the liner material and the rehabilitated sewer pipe. All of the liner penetrations or openings shall be watertight.

K. Following installation of the liner and reopening of the service connections, conduct a final videotaped color television inspection of the completed work. Copies of these tapes and the videotapes made prior to the liner installation shall be submitted to the Engineer for approval and shall be retained by the [Owner] [Engineer].

3.02 FIELD TESTING AND ACCEPTANCE

A. Field acceptance of the liner shall be based on the Engineer's evaluation of the installation including TV videotapes and a review of certified test data for the installed pipe samples.

B. Groundwater infiltration of the liner shall be zero.

C. All service connections shall be open, clear and watertight.

D. There shall be no evidence of splits, cracks, breaks, lifts, kinks, delaminations or crazing in the liner.

E. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner.

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

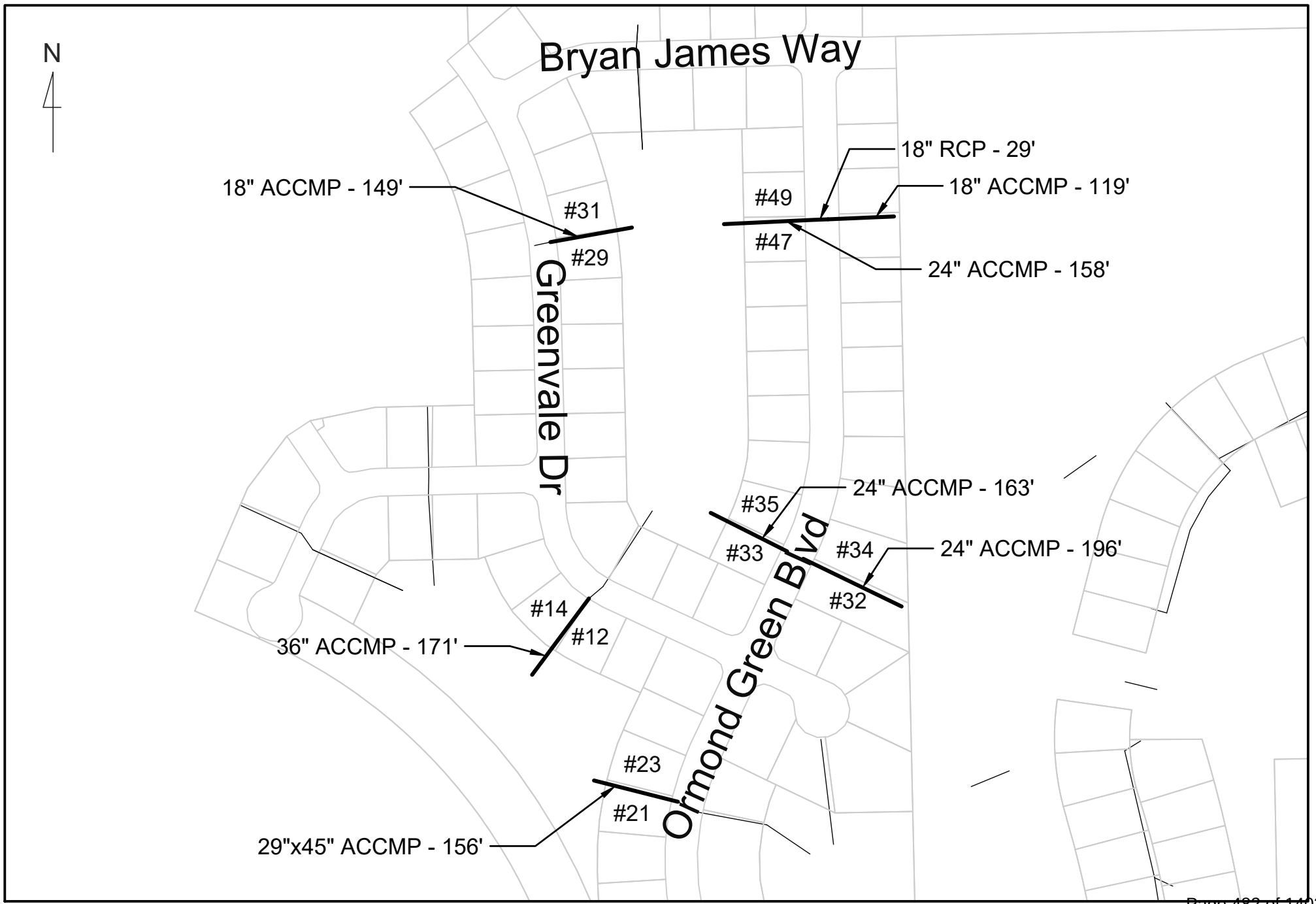
Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like 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

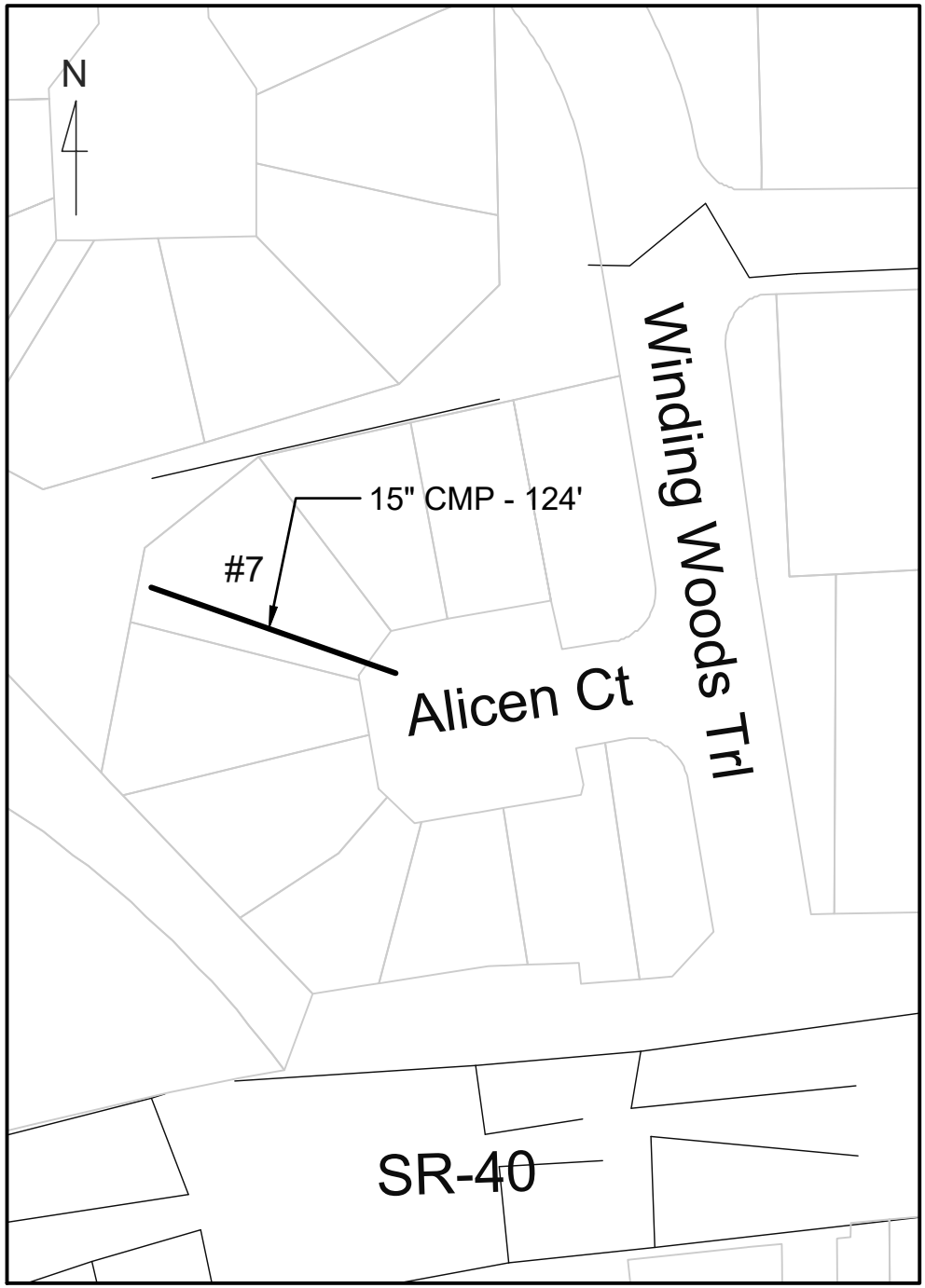
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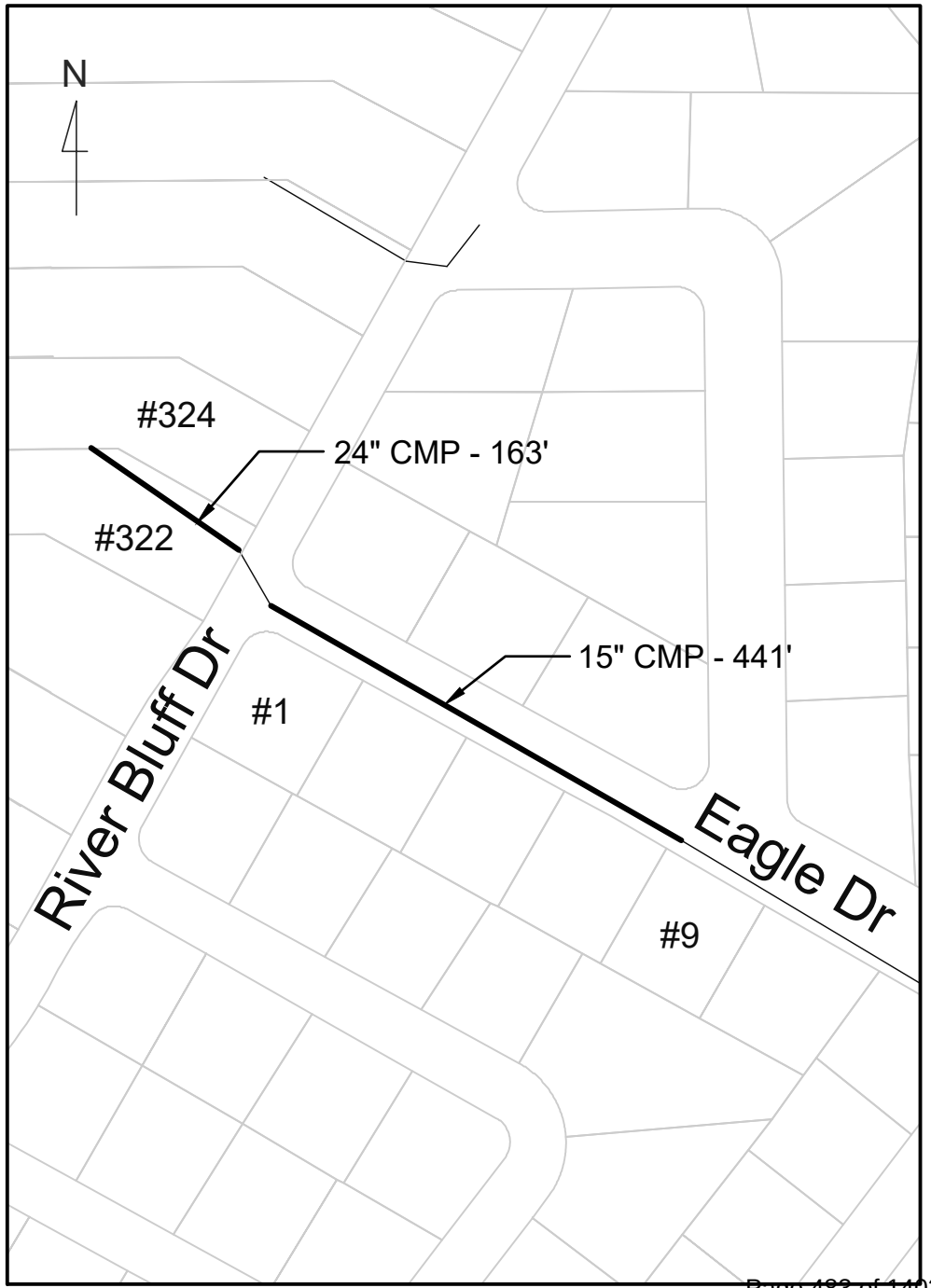


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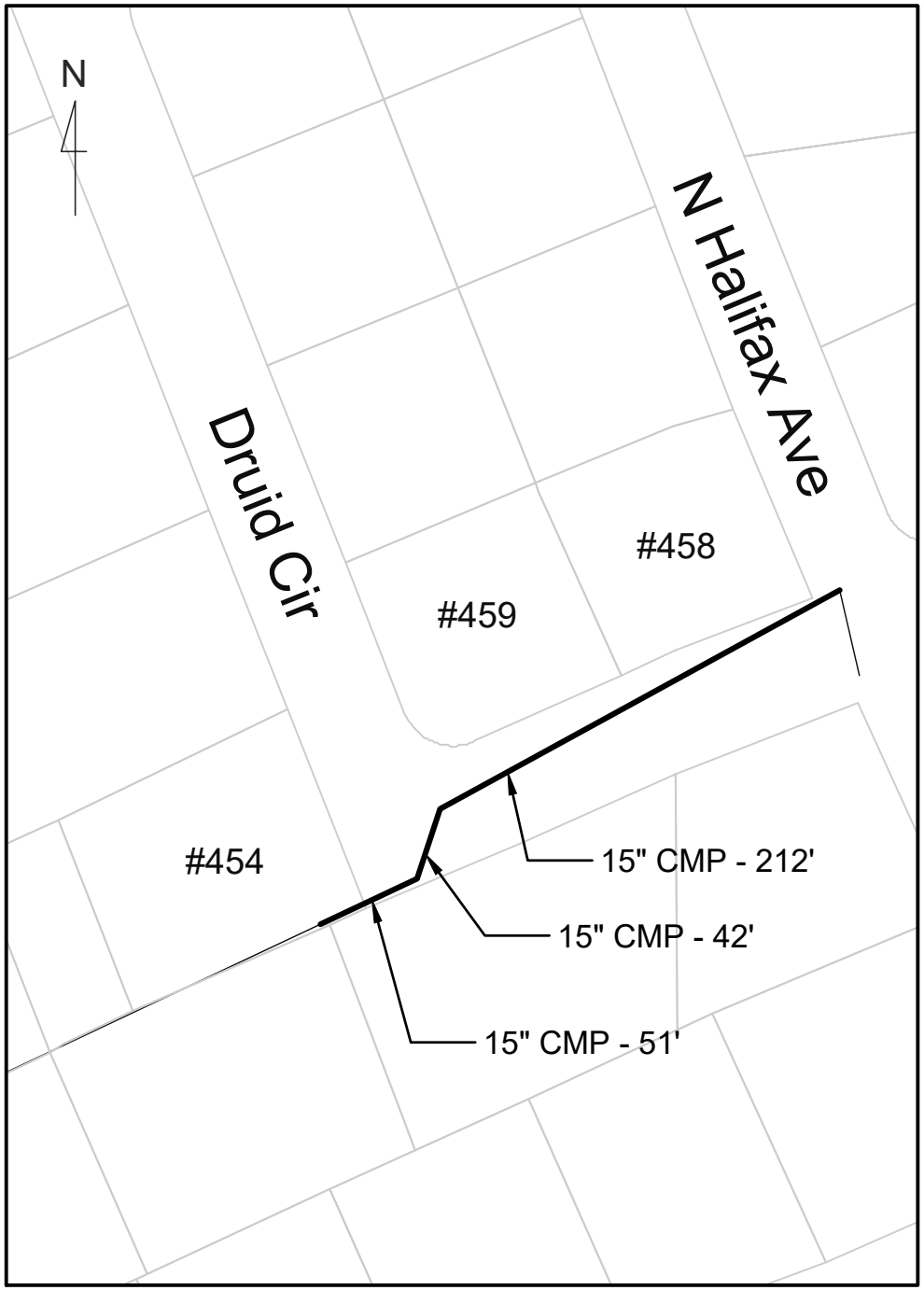


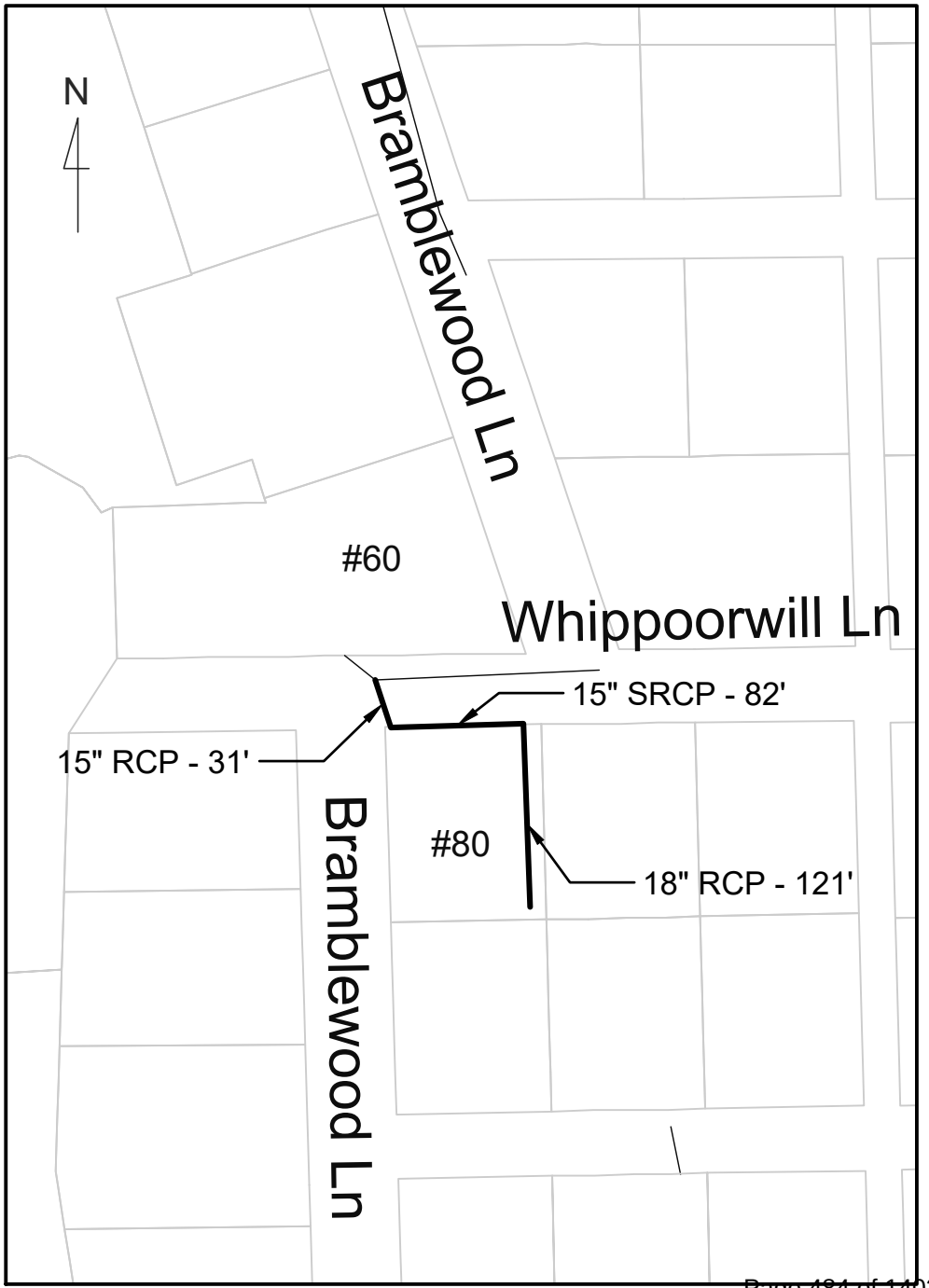


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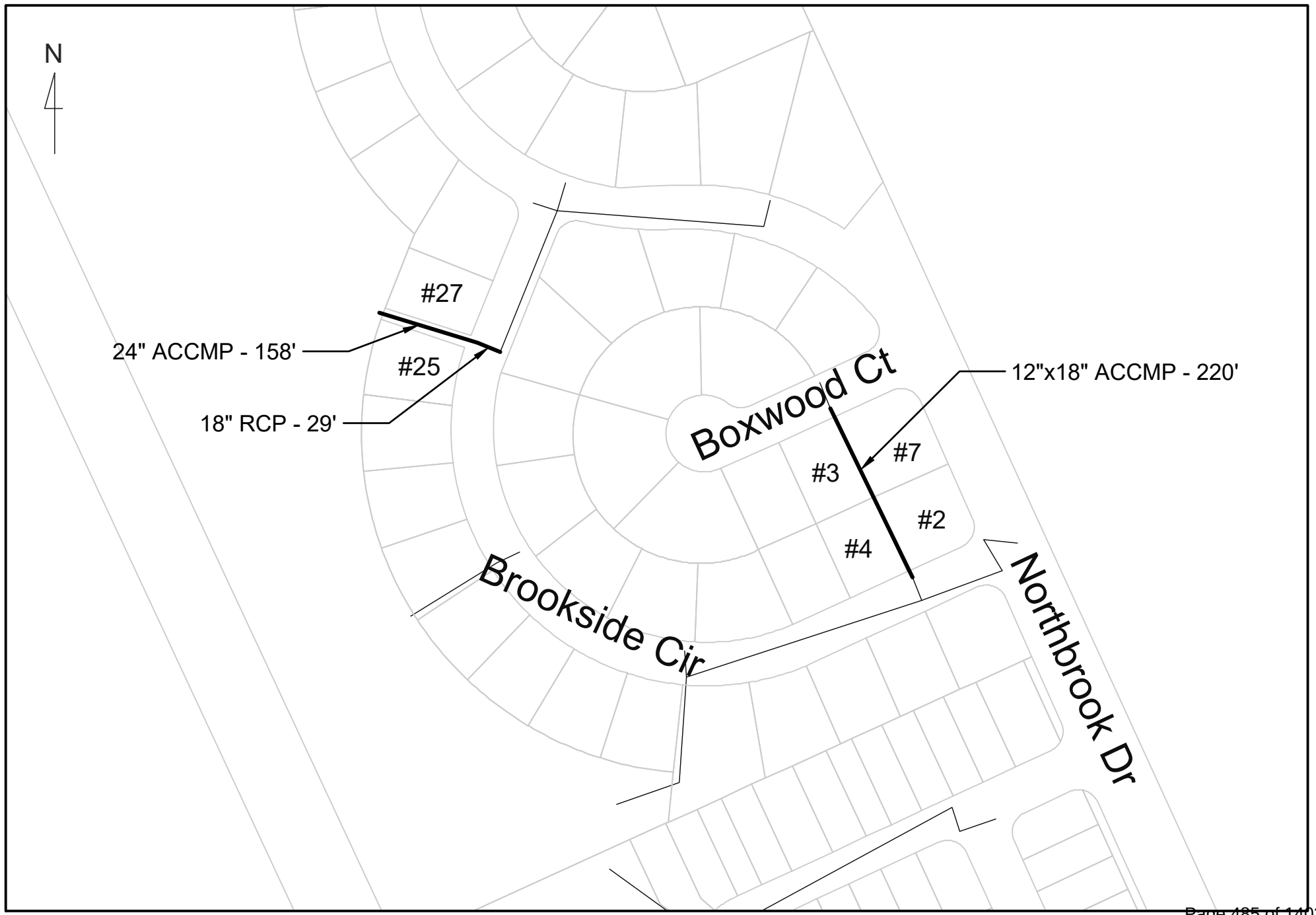




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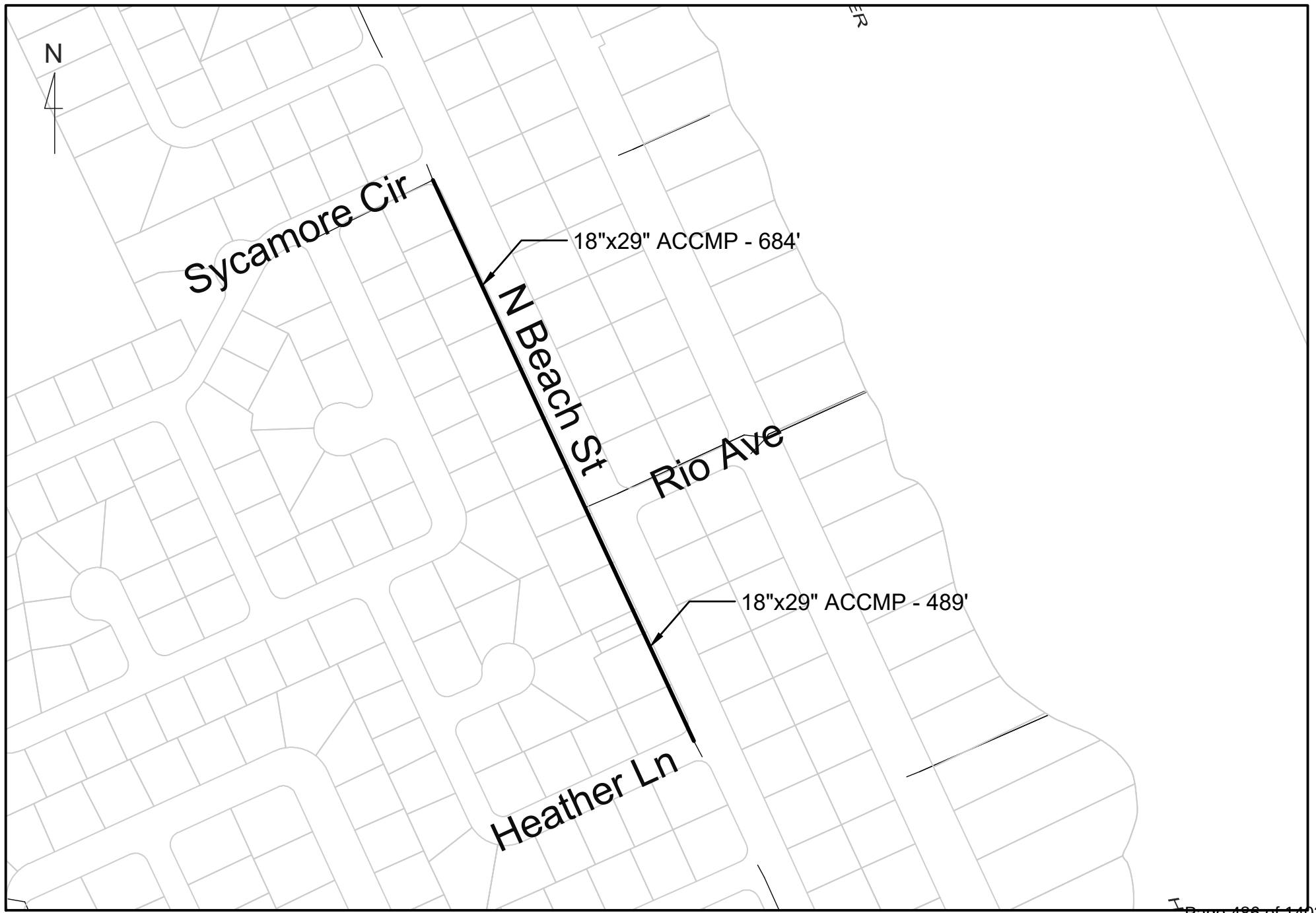
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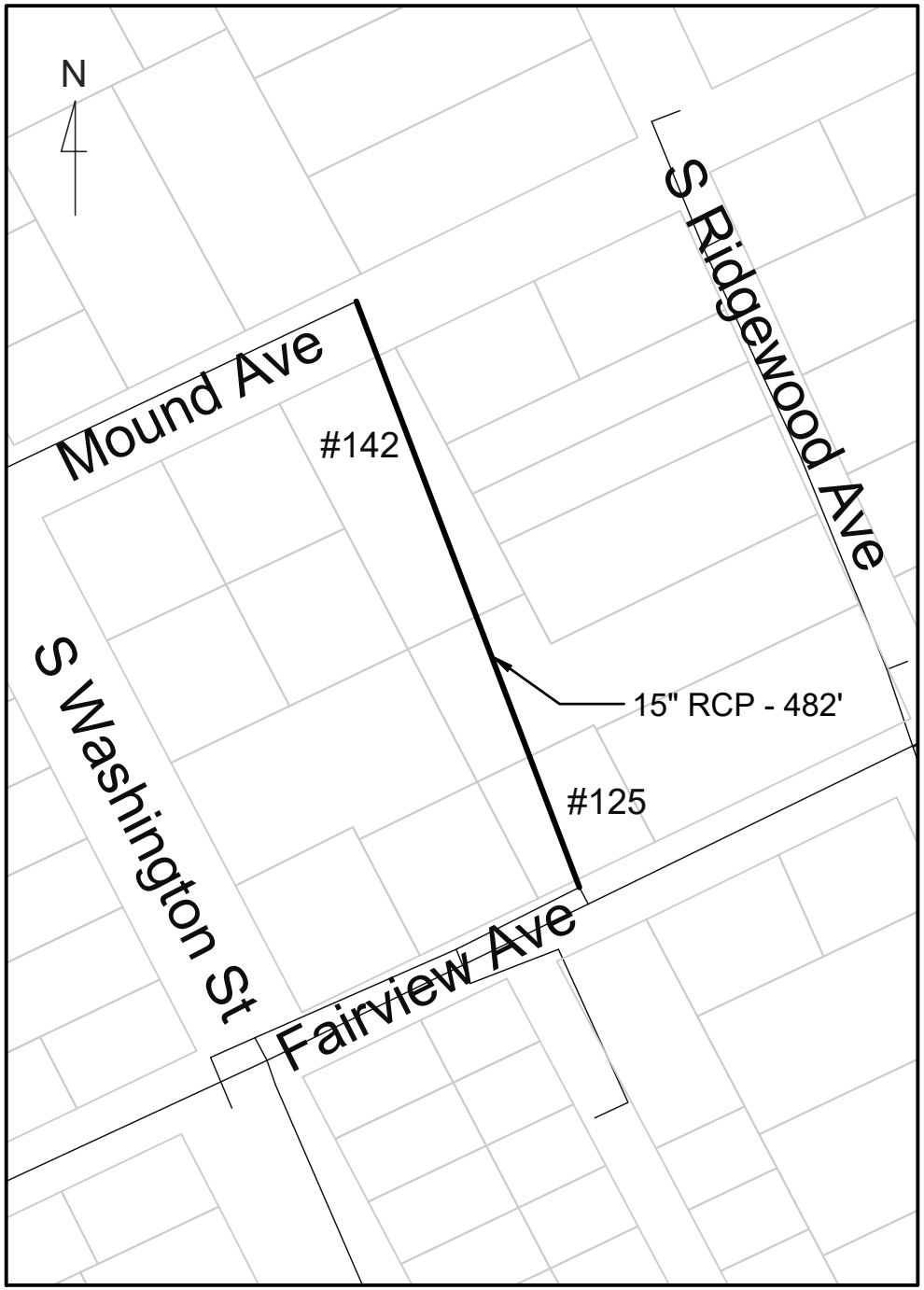
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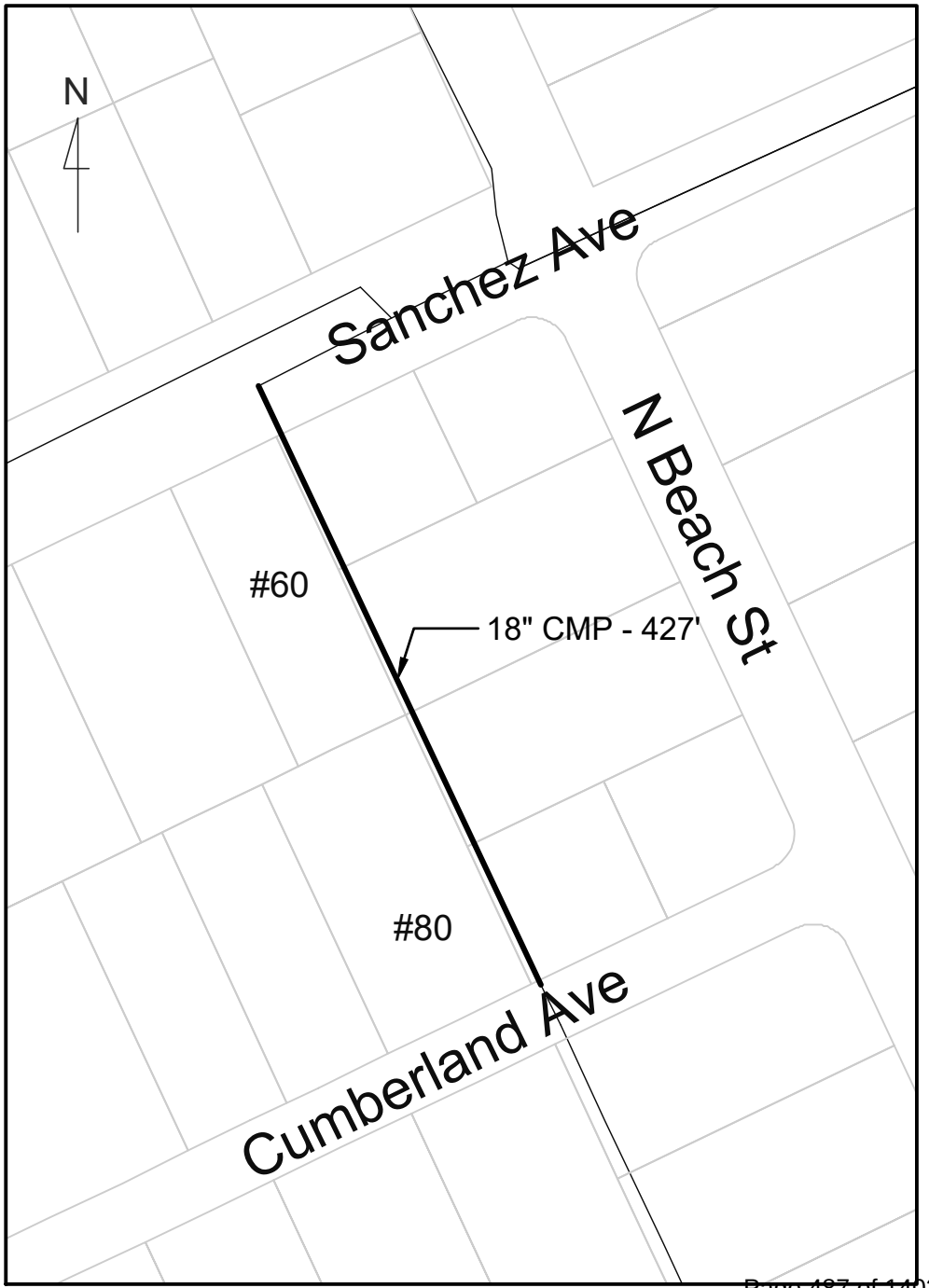


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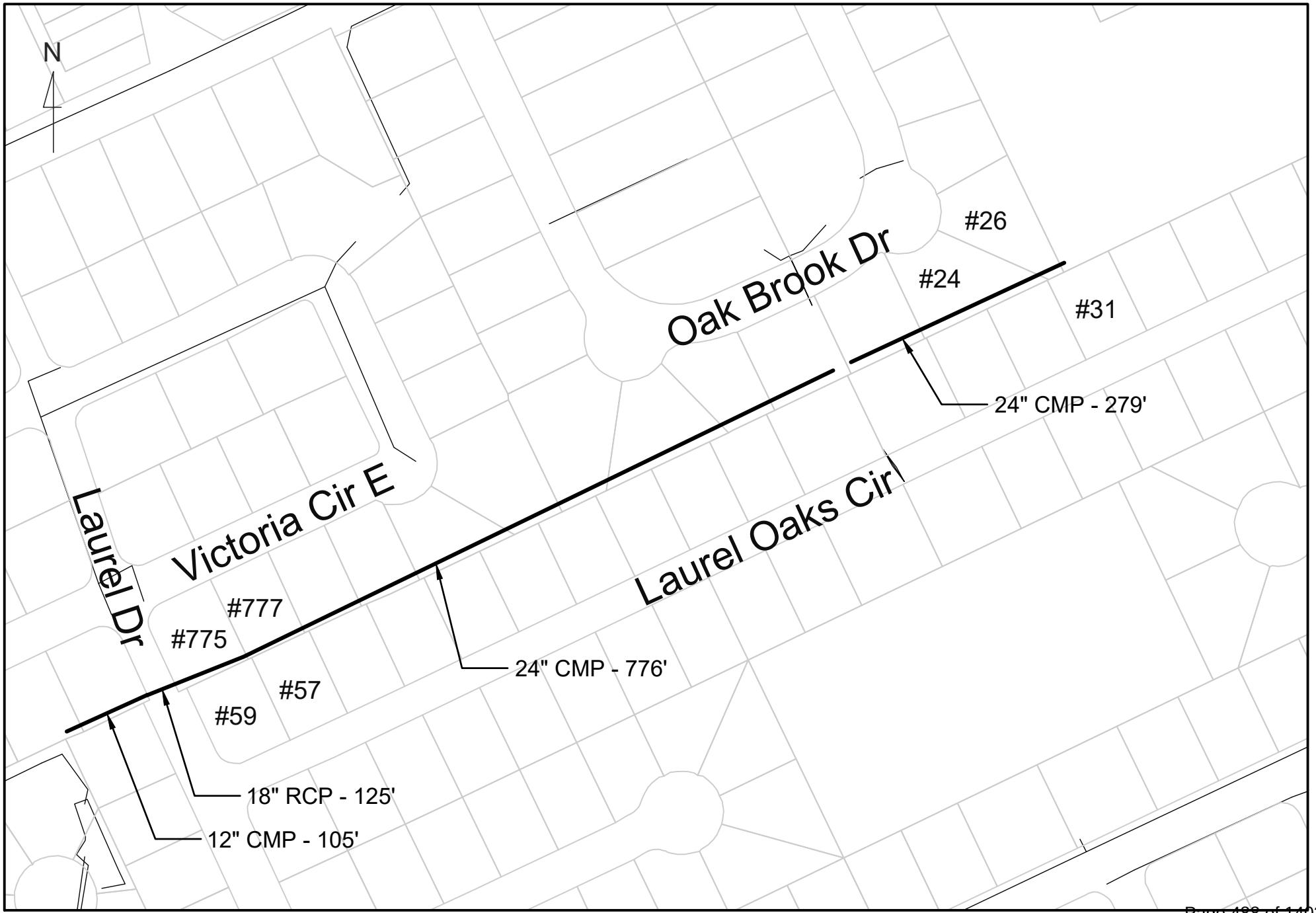




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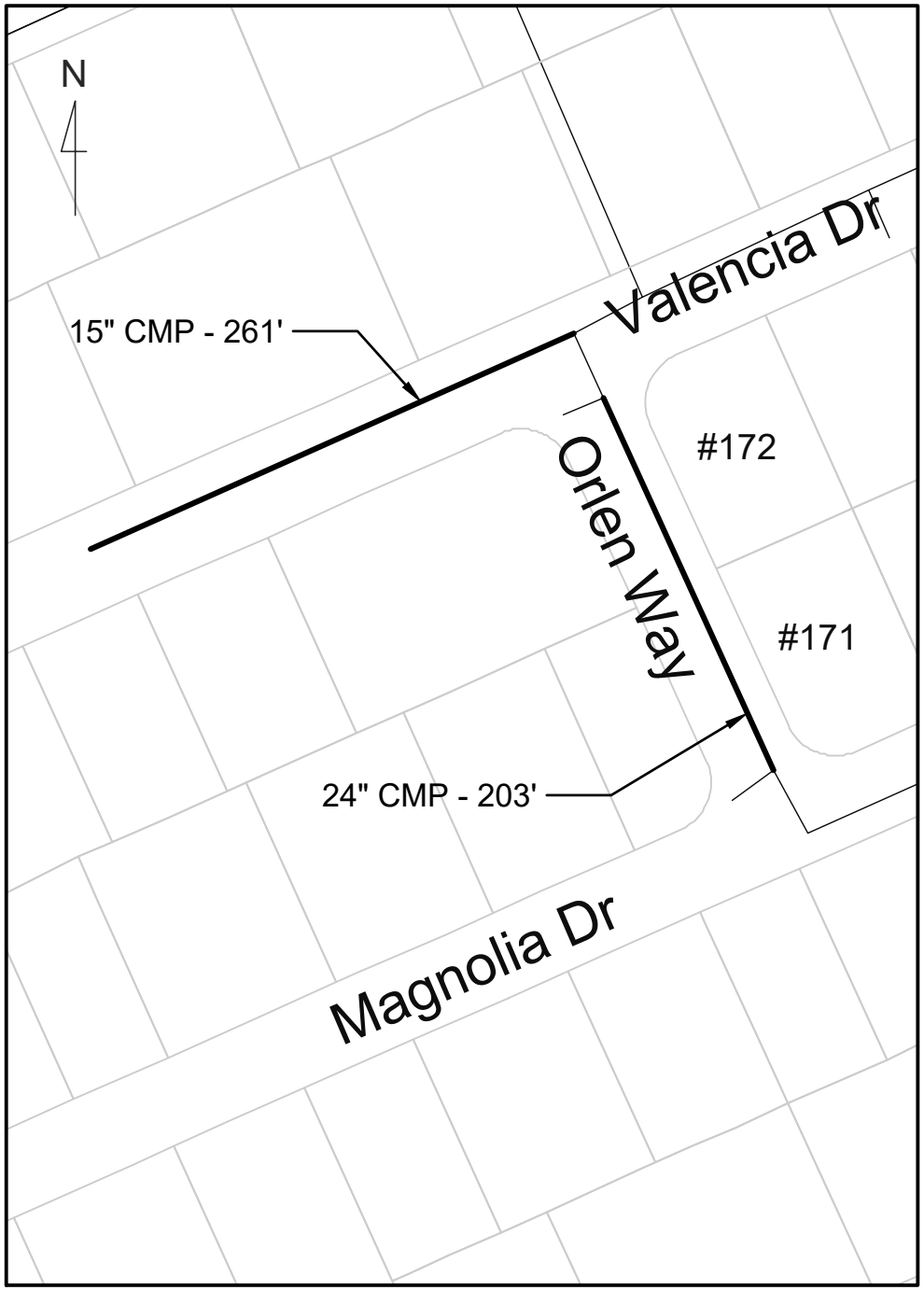
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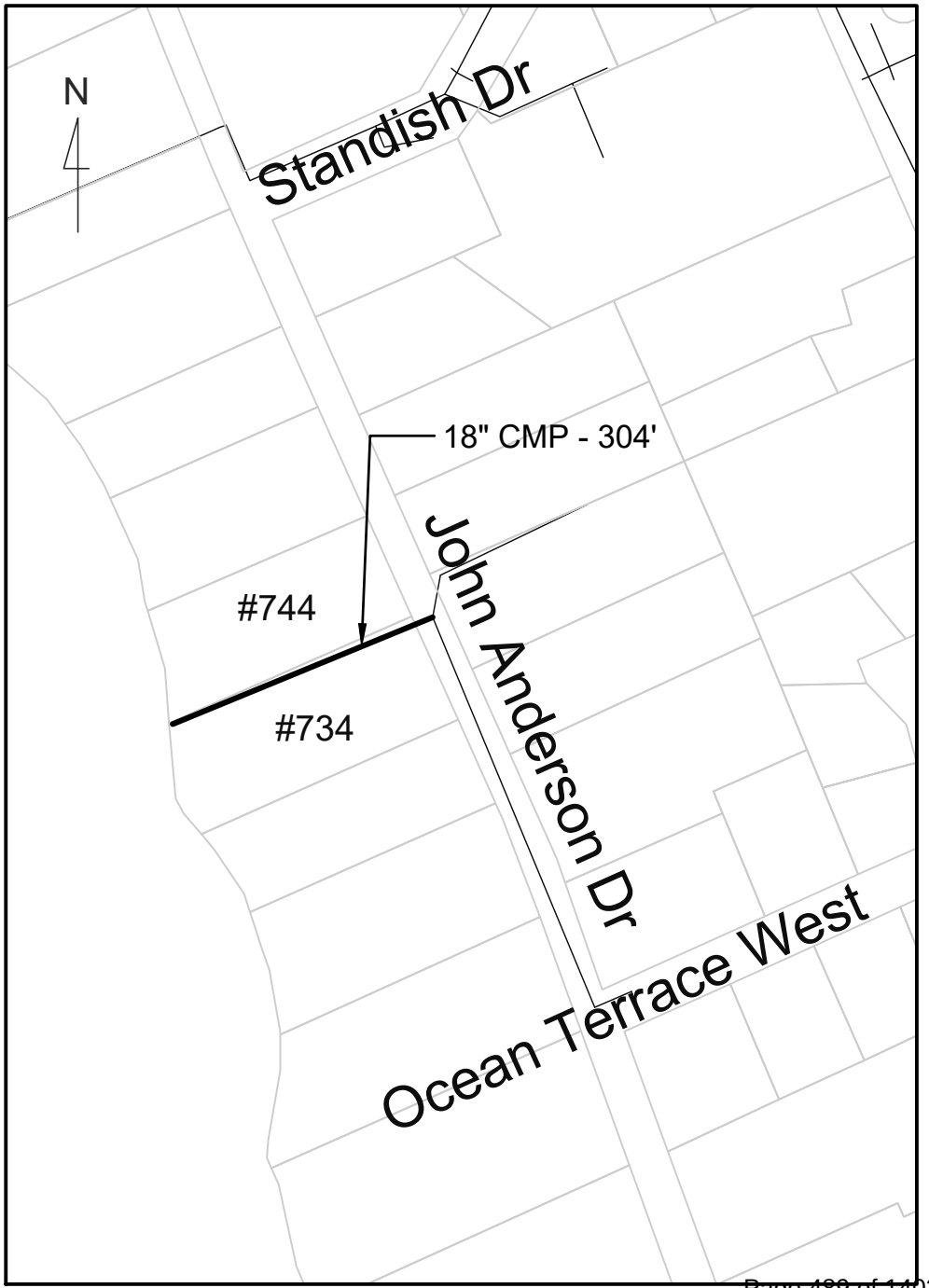


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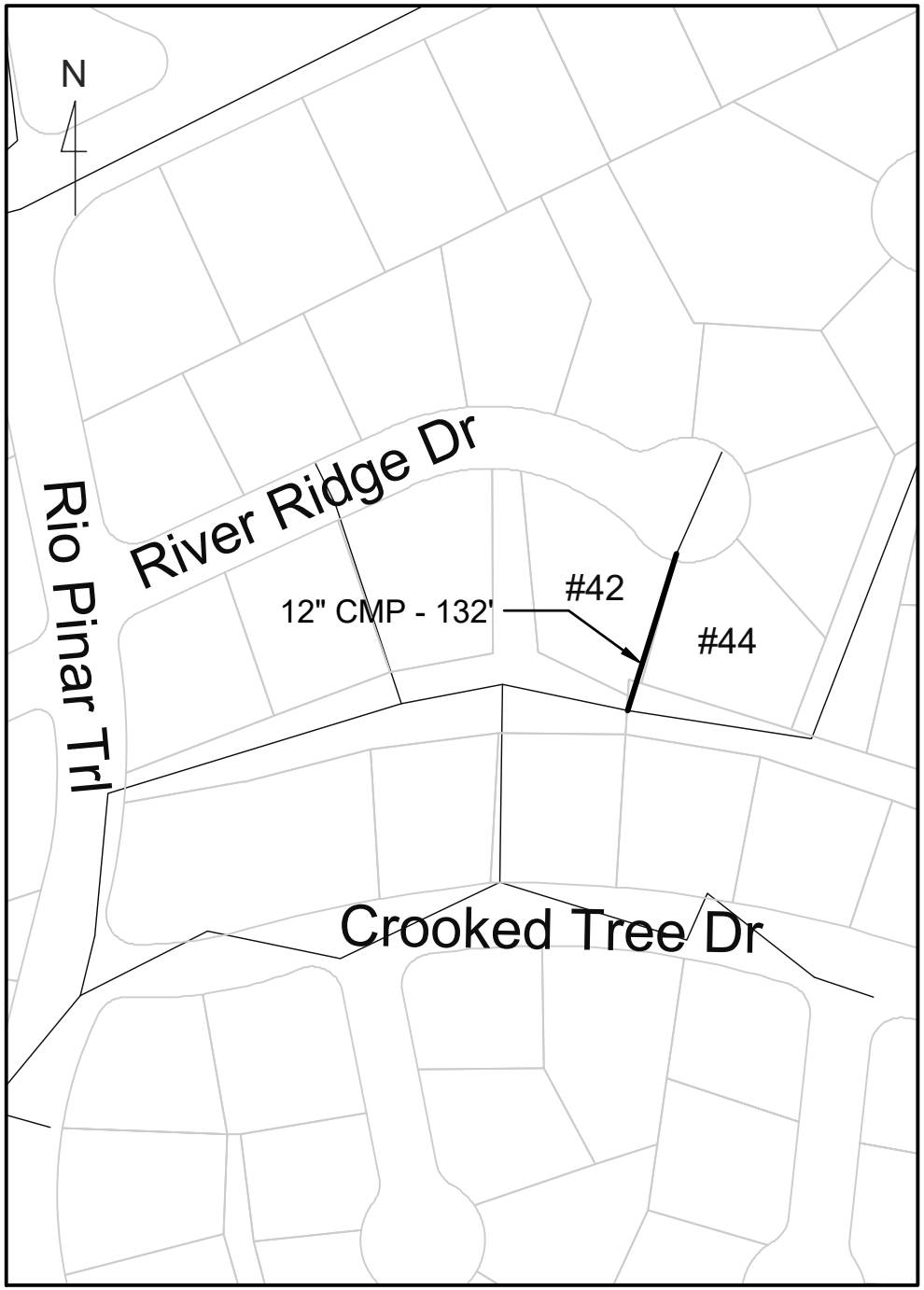


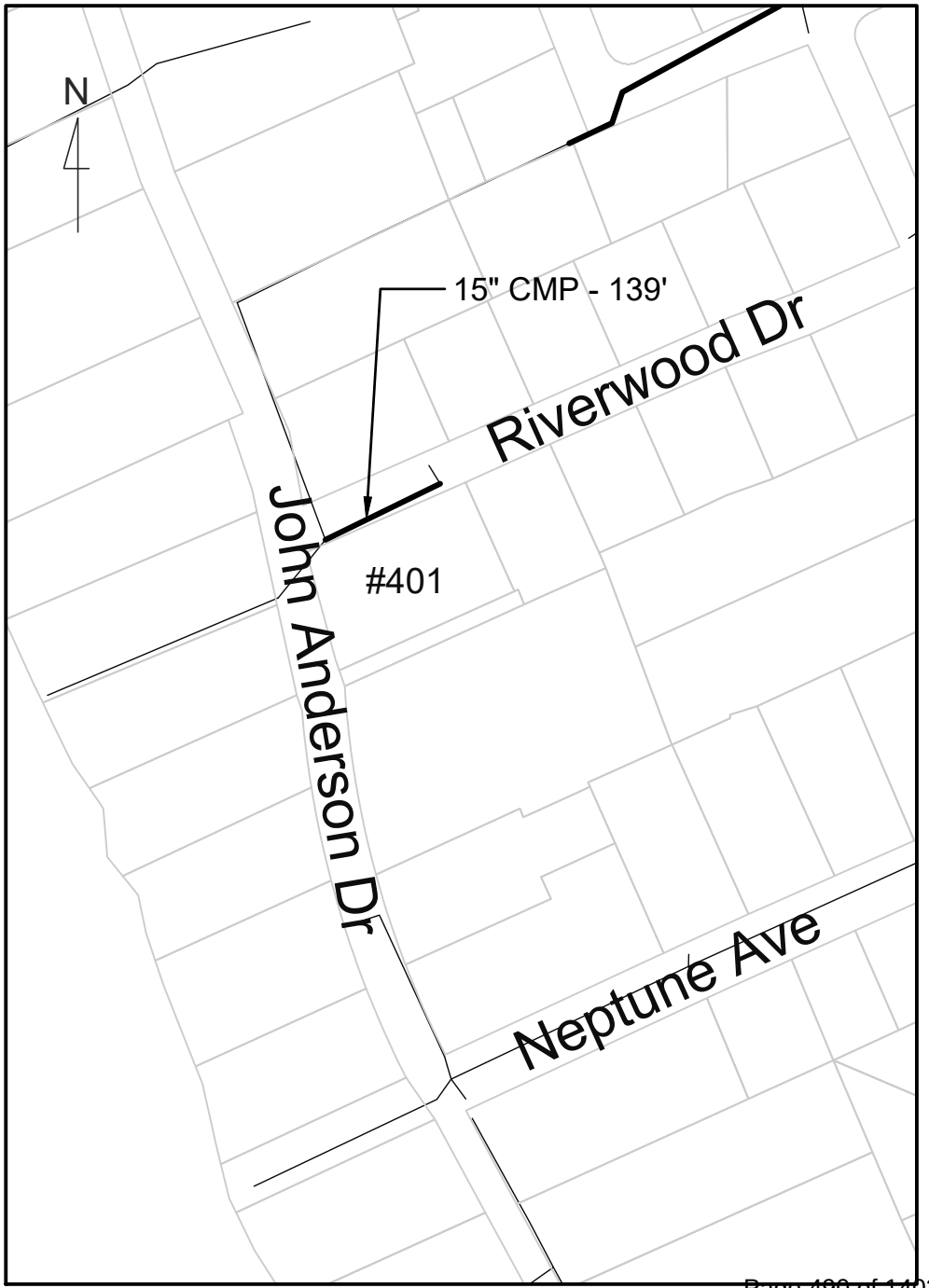


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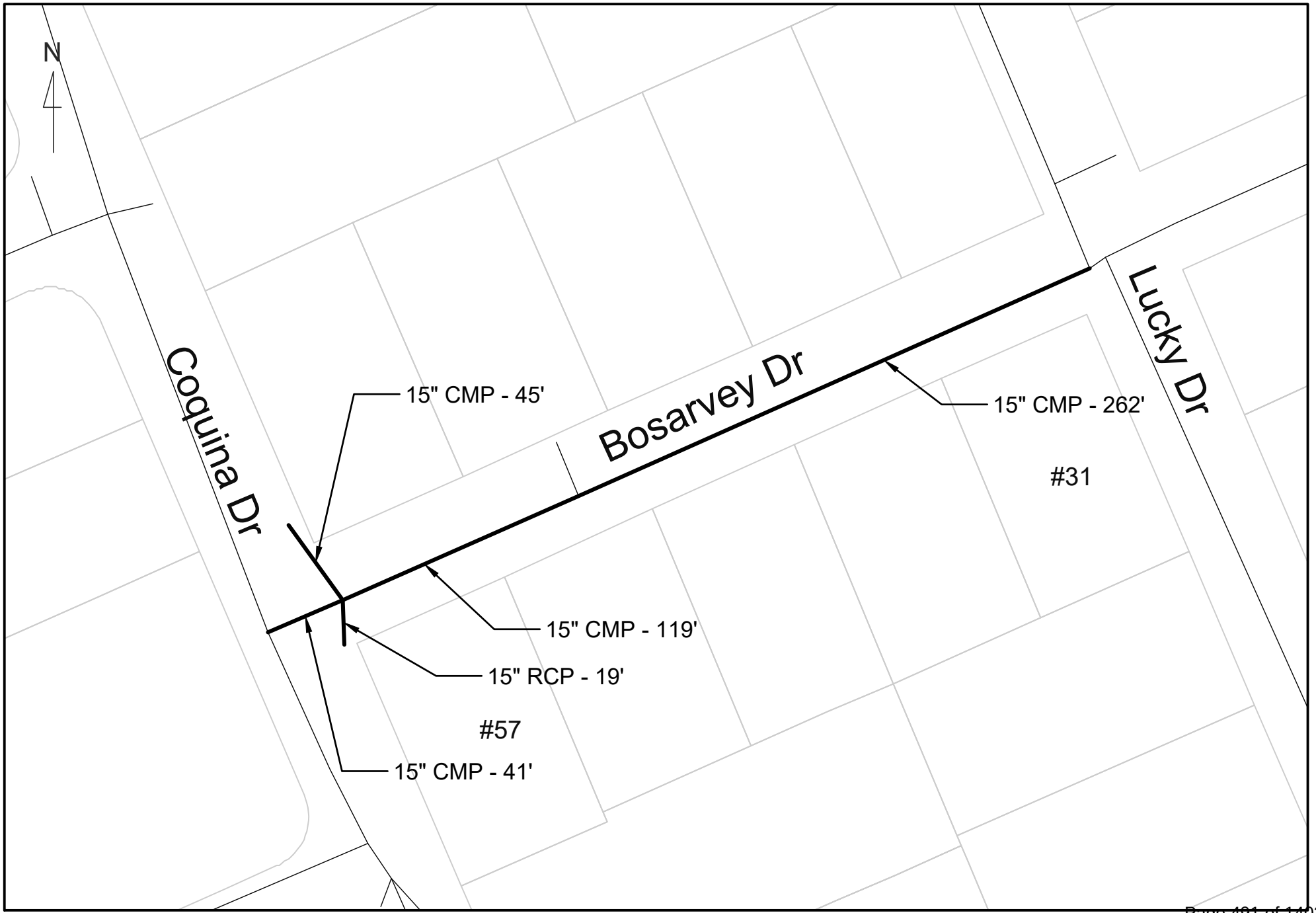




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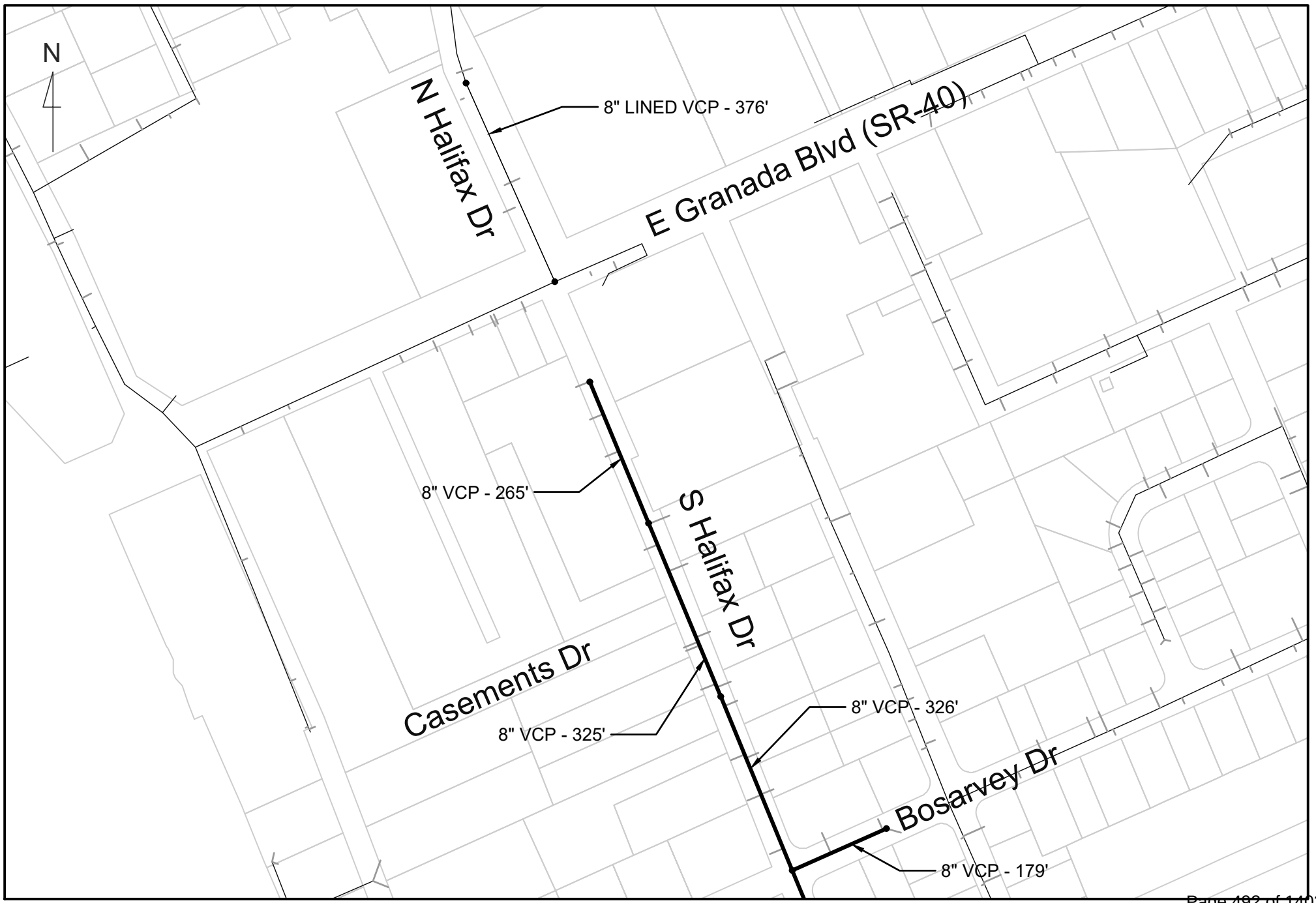
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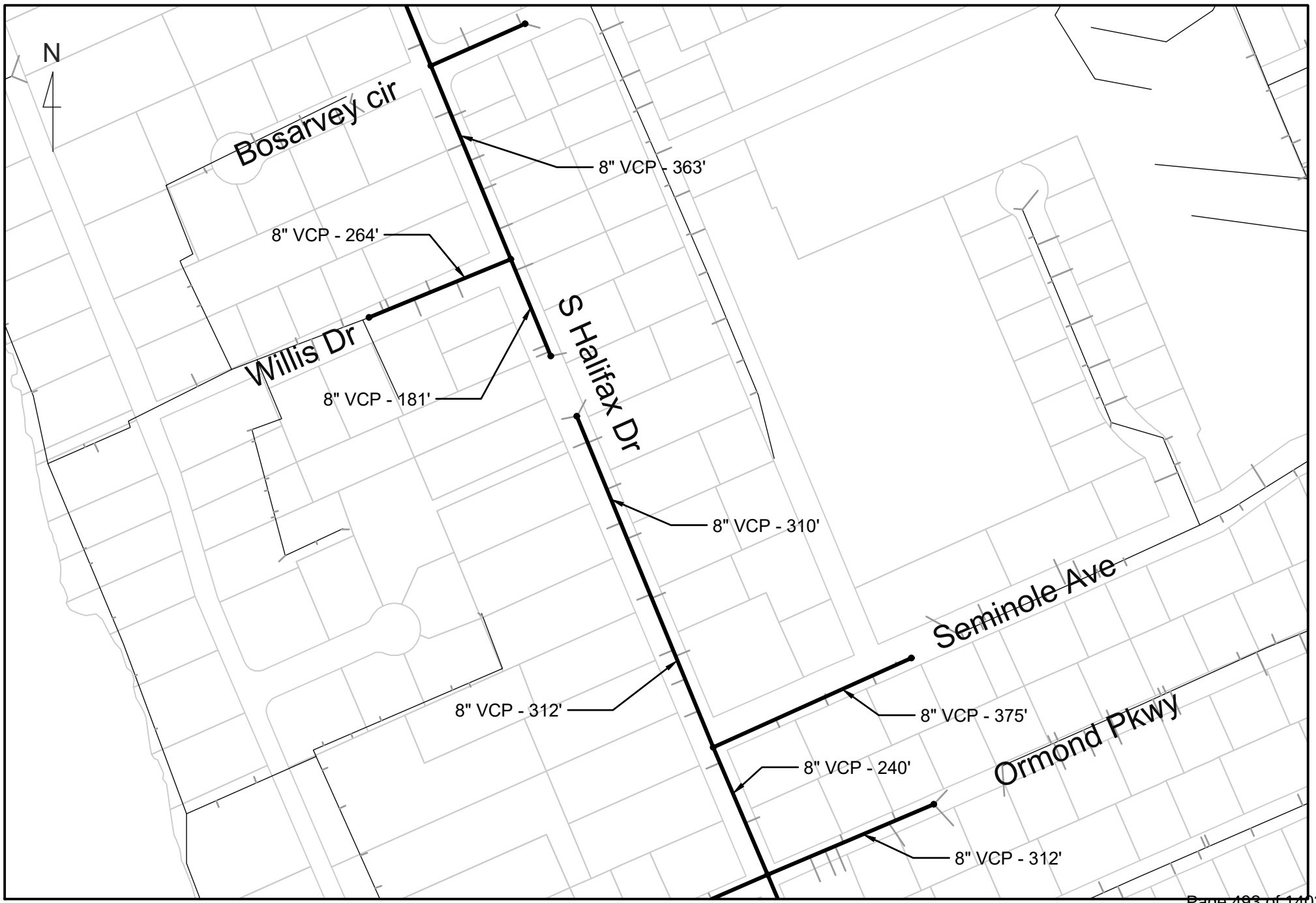
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SEWER

SHEET 1

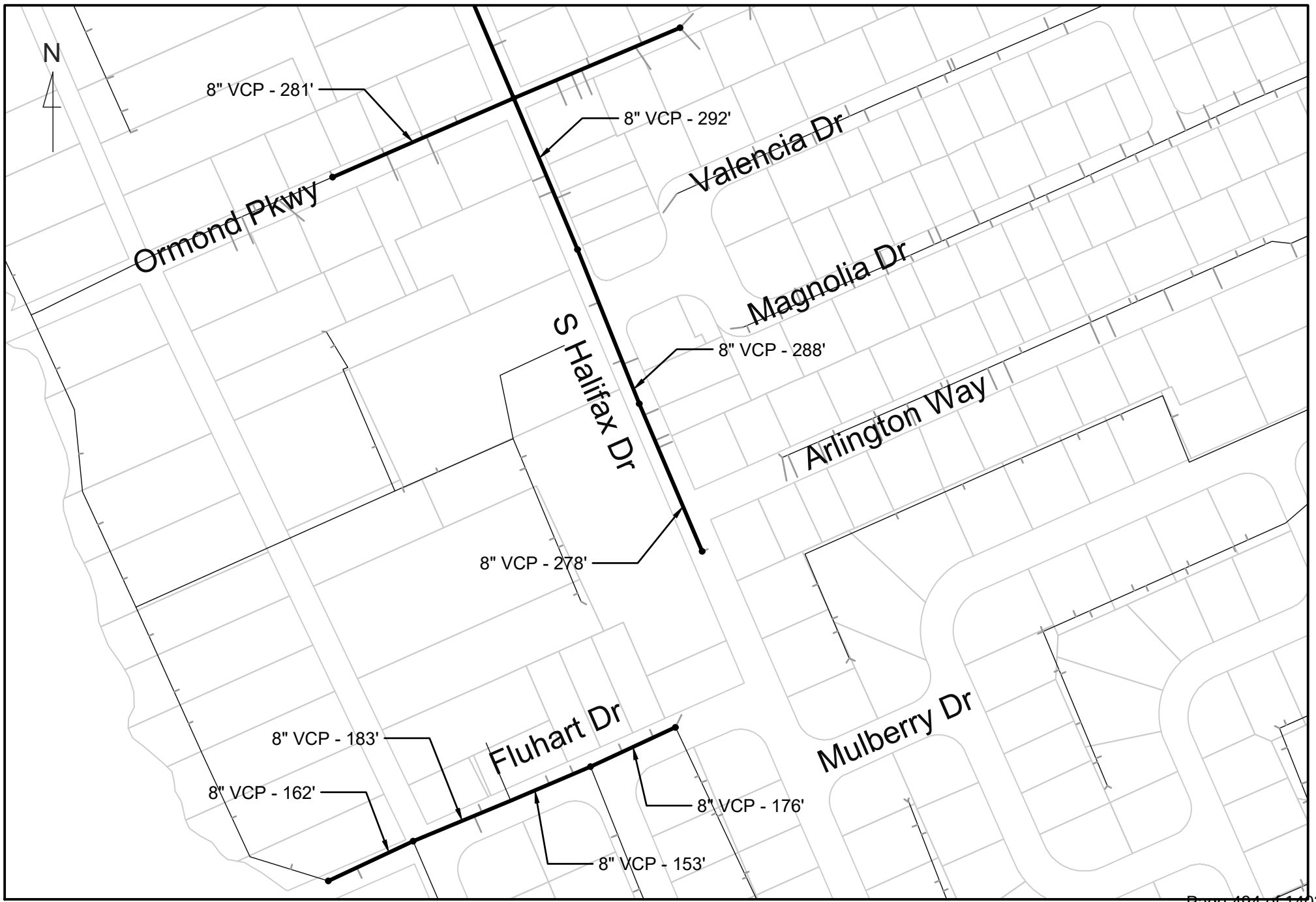
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SEWER

SHEET 2

2026 STORM & SEWER LINING



SEWER

SHEET 3

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.N.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Intent to Bid - A1A Utility Relocations Phase 2		
Recommended Action	Staff intends to advertise the intent to bid for the A1A Utility Relocations Phase 2 project, unless otherwise directed.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

This Intent to Bid provides for the relocation and adjustment of the City's Utilities, ensuring the relocation and adjustment are complete in advance of the upcoming FDOT project. City staff prepared the plans, bid documents and Engineer's Opinion of Probable Cost.

The Florida Department of Transportation (FDOT) has an upcoming construction project on A1A from Roberta Road north to the Flagler County Line. The FDOT project will improve pedestrian safety and provide additional drainage for State Road A1A.

In several locations, proposed drainage structures are in conflict with existing city-maintained water mains, reclaimed mains, and (sewer) force mains. These City-owned facilities are permitted within the FDOT right of way provided they do not conflict with FDOT facilities. The City is required to relocate and adjust those utilities necessary to accommodate the FDOT project.

Financial Impact

The bid is estimated at $846,171. A budget amendment will be needed for Fund 409 - Water and Wastewater Renewal and Replacement.

Citizen Impact

This project will allow for the relocation of the utilities out of the way of the upcoming FDOT project, ensuring there are minimal delays to the project. The new facilities will be outside the asphalt, further ensuring future repairs do not impact the traveling public.

Attachments

1. Bid Manual - A1A Utility Relocations Phase 2
2. Plans - A1A Utility Relocations Phase 2 Bid No. 2026 S&S 10-16-25

A1A Utility Relocations Phase 2

(Roberta Road to Flagler County Line)

Bid No. 2026-10

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

A1A Utility Relocations, Phase 2
(Roberta Road to Flagler County Line)
Ormond Beach, Florida

TABLE OF CONTENTS

Section No.	Title	Pages
	BIDDING REQUIREMENTS	
00030	Advertisement for Bid	1-1
00100	Instructions to Bidders	1-9
00300	Bid	1-18
00410	Bid Bond	1-1
	CONTRACT FORMS	
00500	Form of Agreement	1-5
00610	Performance Bond	1-2
00615	Payment Bond	1-2
00670	Opinion of Attorney	1-1
	CONDITIONS OF CONTRACT	
00700	General Conditions	1-35
00800	Supplementary Conditions	1-7
L.W.	Lien Wavier	1-1
	TECHNICAL SPECIFICATIONS	
	DIVISION 1 - GENERAL REQUIREMENTS	
01010	Summary of Work	1-5
01025	Measurement and Payment	1-4
01027	Application for Payment	1-4
01040	Coordination	1-1
01050	Field Engineering	1-1
01200	Project Meetings	1-1
01300	Submittals	1-4
01400	Quality Control	1-1
01500	Temporary Facilities and Controls	1-5
01600	Materials and Equipment	1-3
01650	Disinfection	1-2
01660	Pressure Testing	1-1
01700	Contract Closeout	1-4
01710	Final Cleaning	1-2
01740	Warranties	1-2

TABLE OF CONTENTS (Continued)

Section No.	Title	Pages
	DIVISION 2 - SITEWORK	
02140	Dewatering System	1-2
02200	Earthwork	1-6
02222	Trenching, Backfilling and Compacting	1-5
02606	Grade Adjustment of Existing Manholes	1-3
02616	Ductile-Iron Pipe and Fittings for Pressure Service	1-8
02620	High Density Polyethylene Pipe and Fittings	1-7
02623	Plastic Pipe for Pressure Service	1-8
02640	Valves and Accessories (for Pipeline Work)	1-4
02641	Pipe Cleaning and Pigging	1-3
02740A	Bypass Pumping	1-1
02802	Identification Tape for Buried Pipe	1-2
	DIVISION 3 through **DIVISION 16** (Not Applicable)	
	PROJECT DRAWINGS A1A Utility Relocations and Adjustments Roberta Road to Flagler County Line Bid No. 2026-10	1 – 37

END
TABLE OF CONTENTS

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **A1A Utility Relocations Phase 2, Roberta Road to Flagler County Line, Bid No. 2026-10** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until Wednesday February 25, 2026 at 3:00 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: Relocations which includes installation and removal of water mains, force mains, fire hydrants and a water standpipe. Installation totals of 239 LF of water mains, 759 LF of force mains, while removal of 235 LF of water mains, and 744 LF of force mains of various pipe sizes and materials across approximately 7 locations along A1A**.** Relocation of fire hydrants with 42 LF of pipe and a water standpipe with 8 LF of pipe across 5 locations along A1A.

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 Wednesday, February 4, 2026 at 11:00 am, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is Tuesday, February 10**,** 2026 at 4:00 pm.

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, FL 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: **A1A Utility Relocations Phase 2**
(Roberta Road to Flagler County Line)

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2026-10

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

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

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

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

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

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

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

BID SCHEDULE

BID ITEMS - RELOCATIONS (Installed and removed items)						
Item No.	Plan Sheet #	DESCRIPTION	QTY	UNITS	UNIT COST	SCHEDULED VALUE
1		MOBILIZATION	1	LS	$	$
2		Certified As-Built Survey	1	LS	$	$
3	8	INSTALL DEFLECTION 18 LF of 10" HDPE FM & 4 -45° BENDS, STA 1191+62, 18' LT TO STA 1191+78, 18' LT	18	LF	$	$
4		REMOVE 16 LF OF 10" HDPE FM, STA 1191+62, 18' LT TO STA 1191+78, 18' LT	16	LF	$	$
5	9	INSTALL DEFLECTION 12.8 LF of 10" HDPE FM & 4 -45° BENDS, STA 1197+44, 15' LT TO STA 1197+56, 15' LT	12.8	LF	$	$
6		REMOVE 12 LF OF 10" HDPE FM, STA 1197+44, 15' LT TO STA 1197+56, 15' LT	12	LF	$	$
7	10	INSTALL DEFLECTION 18 LF of 10" HDPE FM & 4 -45° BENDS, STA 1207+55, 18' LT TO STA 1207+71, 18' LT	18	LF	$	$
8		REMOVE 16 LF OF 10" HDPE FM, STA 1207+55, 18' LT TO STA 1207+71, 18' LT	16	LF	$	$
9	11	INSTALL DEFLECTION 18 LF of 10" HDPE FM & 4 -45° BENDS, STA 1210+65, 19' LT TO STA 1210+81, 19' LT	18	LF	$	$
10		REMOVE 16 LF OF 10" HDPE FM, STA 1210+65, 19' LT TO STA 1210+81, 19' LT	16	LF	$	$

Item No.	Plan Sheet #	DESCRIPTION	QTY	UNITS	UNIT COST	SCHEDULED VALUE
11	13	INSTALL DEFLECTION 26.88 LF of 8" HDPE FM & 4-45° BENDS, STA 1225+55, 20' LT TO STA 1225+77, 20' LT	26.88	LF	$	$
12		REMOVE 22 LF OF 8" HDPE FM, STA 1225+55, 20' LT TO STA 1225+77, 20' LT	22	LF	$	$
13	15	RELOCATE FIRE HYDRANT & INSTALL 16 LF OF 6" PVC WM, STA 1240+68, FROM 29' LT TO 45' LT	16	LF	$	$
14		RELOCATE FIRE HYDRANT & INSTALL 16 LF OF 6" PVC WM, STA 1242+61, FROM 29' LT TO 45' LT	16	LF	$	$
15	19 & 20	INSTALL DEFLECTION 665.5 LF of 8" HDPE FM & 4-45° BENDS, STA 1269+40, 20' LT TO STA 1276+02, 20' LT	665	LF	$	$
16		REMOVE 662 LF OF 8" HDPE FM, STA 1269+40, 20' LT TO STA 1276+02, 20' LT	662	LF	$	$
17	27	RELOCATE FIRE HYDRANT & INSTALL 5 LF OF 6" PVC WM, STA 1322+30, FROM 39' LT TO 44' LT	5	LF	$	$
18	28	RELOCATE FIRE HYDRANT & INSTALL 5 LF OF 6" PVC WM, STA 1329+34, FROM 32' LT TO 37' LT	5	LF	$	$
19		RELOCATE WATER STANDPIPE & INSTALL 8 LF OF 6" PVC WM, STA 1333+46, FROM 30' LT TO 38' LT	8	LF	$	$
20	34	INSTALL DEFLECTION 239 LF of 8" PVC WM & 4-45° BENDS, STA 1373+20, 43' LT TO STA 1375+55, 44' LT W/ 8" GV STA 1373+26, 38' LT	239	LF	$	$
21		REMOVE 235 LF 8" PVC WM, STA 1373+20, 43' LT TO STA 1375+55, 44' LT	235	LFS	$	$

TOTAL BID $_____
(Figures)

_____
(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that base bid work the Relocations, which includes the installation and removal, will be substantially completed in 60 calendar days after the date when the Contract Time commences to run and completed within 90 calendar days after the date when the Contract Time commences to run.

The Additive Bid Alternate the Adjustments are on an as needed basis, which includes planned and unplanned adjustments and unplanned relocations. Work will be substantially completed and completed in accordance with the FDOT construction contract for the A1A Resurfacing (Roberta Road to Flagler County Line), Federal Identification Number (FIN) 450946-1-52-01.

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

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

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20___.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

_____
(Name of Person Authorized to Sign - Typed or Printed)

_____
(Title)

(Corporate Seal)

Attest _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

LOCAL VENDOR PREFERENCE

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

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

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

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

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

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

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

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature:_____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an 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: _____

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

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

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

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

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

Date: _____, 20____ Signed: _____

Title: _____ Print Name:_____

Entity: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20_____,

by_____ and who:

☐Is personally known to me; or ☐ has produced _____
as identification.

_____

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF _____

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-One years old. I am the _____ of _____, a
   (Title) **(Business Name)**
   non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: _____, 20___ Signature: _____

Print Name: _____

Title: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or

☐online notarization, this _____ day of _____, 20_____,

by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission

My commission expires: _____

This page must be completed & notarized.

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 **A1A Utility Relocations Phase 2** (Roberta Road to Flagler County Line) **Bid No. 2026-10** 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:

> The work consists of: Relocations which includes installation and removal of water mains, force mains, fire hydrants and a water standpipe. Installation totals of 239 LF of water mains, 759 LF of force mains, , while removal of 235 LF of water mains, and 744 LF of force mains of various pipe sizes and materials across approximately 7 locations along A1A**.** Relocation of fire hydrants with 42 LF of pipe and a water standpipe with 8 LF of pipe across 5 locations along A1A.

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

A1A Utility Relocations Phase 2
(Roberta Road to Flagler County Line)
2026-10

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within 90 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by

OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER FIVE HUNDRED Dollars ($500.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price for a 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:

A1A Utility Relocations Phase 2
(Roberta Road to Flagler County Line)

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 1 to 37 sheets numbered 1 through 37 inclusive and bearing the following general title:

A1A Utility Relocations Phase 2
(Roberta Road to Flagler County Line)

7.9 Addenda numbers ___ to __, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 18, inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___ , inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2025.

OWNER City of Ormond Beach

By _____

Jason Leslie
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

Address for giving notices:

_____

_____

_____

License No. _____

Registered Agent for service process:

_____
(Name)

_____
(Title)

END OF AGREEMENT

SECTION 00610
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

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

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

A1A Utility Relocations Phase 2
(Roberta Road to Flagler County Line)
Bid No. 2026-10

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____ By _____ (s)
(Principal) Secretary

(SEAL)

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

_____ _____
(Address)

_____ _____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

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

_____ _____
(Address) *(Address)*

_____ _____

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

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

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

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

_____
(Name of Surety)

_____
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

A1A Utility Relocations Phase 2
(Roberta Road to Flagler County Line)
Bid No. 2026-10

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

_____
Principal

_____ By _____ (s)
(Principal) Secretary

(SEAL)

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

_____ _____
(Address)

_____ _____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

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

_____ _____
(Address) *(Address)*

_____ _____

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

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

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

_____

Attorney for Owner

This the _____ day of _____, 2025.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda -Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid -The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

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

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

1.26. OWNER - The City of Ormond Beach, Florida.

1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.

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

1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.

1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

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

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefore 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 benefits acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third-party claim, the CITY may assume the control of the defense as provided by sub (2); or

2) The CITY will assume control of the defense of any third-party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable" , "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price of the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

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

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

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

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

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

Contractor's Fee:

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

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

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

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

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

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

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

Adjustment of Unit Prices:

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

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

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

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

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

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

Warranty and Guarantee:

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

Access to Work:

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

Tests and Inspections:

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

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

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

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

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

Uncovering Work:

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

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

Owner May Stop the Work:

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

Correction or Removal of Defective Work:

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

One Year Correction Period:

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

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

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

OWNER May Correct Defective Work:

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

$1 Million Each Occurrence
$2 Million General Aggregate
$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

(f) Professional Liability, Malpractice and/or Errors and Omissions (N/A for construction contracts)

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

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

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

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

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 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

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

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: A1A UTILITY RELOCATIONS
(Roberta Rd to Flagler County Line)
Bid Number 2026-10

The work consists of: Relocations which includes installation and removal of water mains, force mains, fire hydrants and a water standpipe. Installation totals of 239 LF of water mains, 759 LF of force mains, , while removal of 235 LF of water mains, and 744 LF of force mains of various pipe sizes and materials across approximately 7 locations along A1A**.** Relocation of fire hydrants with 42 LF of pipe and a water standpipe with 8 LF of pipe across 5 locations along A1A.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's

primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:
The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
   Copy of local business tax receipt (where your business is located)
   Copy of State License (if applicable)
   Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 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:

Agency:	Contact phone number:
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:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item
Contract Approval	25
10	50
25	75
50	100

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after successful completion of the work and demobilization.

Bid Item No. 2 **Certified As-Built Survey**

Payment for performing and providing a certified as-built survey will be made at the Contract lump sum price and shall be full compensation for furnishing all plant, labor, materials and equipment necessary for the CONTRACTOR to submit to the OWNER as-built survey drawings of the completed work, certified by a registered land surveyor in accordance with the Specifications.

Bid Item No. 3 through No. 21

A. Furnish and Install Piping

Payment of the Contract unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to isolate the existing main, maintain sanitary working area, installation of new main and noted appurtenances, and site restoration as shown on the Drawings and listed in the Bid Form. The measurement for payment shall be the actual number of linear feet of pipe of each size, type and material satisfactorily furnished and installed as measured along the centerline of the pipe.

B. Remove Existing Pipe

Payment for removing pipe will be made at the Contract unit price per linear foot and shall be full compensation for furnishing all plant, labor and materials and equipment that is necessary to completely remove the existing pipe as specified and shown on the Drawings. Measurement for removing pipe shall be the number of linear feet of pipe, of each size and material, that is acceptably removed, as measured along the centerline of the pipe.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.

B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.

C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

1. CONTRACTOR'S Construction Schedule.
2. Application for Payment forms, including Continuation Sheets.
3. List of subcontractors.
4. List of products.
5. List of principal suppliers and fabricators.
6. Schedule of submittals.

D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

F. Include the following Project identification:

1. Project name and location.
2. Name of ENGINEER.
3. Project number.
4. CONTRACTOR'S name and address.
5. Date of submittal.

G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

1. Related Specification Section or Division.
2. Description of Work.
3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
5. Dollar value.
6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.

K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.

1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. CONTRACTOR'S Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of CONTRACTOR'S staff assignments.
7. Copies of building permits.
8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:
   a. Item number and identification as shown on application.
   b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. Submit requisite number of photographs with each application.

D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.

E. Submit certified payroll sheets for CONTRACTOR’S forces and all Subcontractors for the month preceding the submitted application.

F. Submit revised monthly progress schedules with each month’s Application for Payment, including cash flow projections.

G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.

B. Administrative actions and submittals that shall precede or coincide with this application include the following:

1. Occupancy permits.
2. Warranties and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Changeover information related to OWNER'S occupancy.
7. Final cleaning.
8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements and submittals including As-Built Survey.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the OWNER.
4. Certified property survey.
5. Proof that taxes, fees, and similar obligations were paid.
6. Removal of temporary facilities and services.
7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

Progress Schedules and Reports
Product Data
Shop Drawings
Manufacturer's Data
Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

> Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
>
> Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.
>
> Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-along plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

Electrical Power Service
Water Service (potable for certain uses)
Sanitary
Storm Sewer or Open Drainage/Run-off Control
Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities "on-site" for use by workers. Transporting workers to the nearest "public" sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City's franchised construction and demolition debris providers. For a list of the City's current Franchised Providers, please call Public Works at 386-610-0702.

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 01650 – DISINFECTION

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. This Section covers materials and methods of cleaning, disinfecting, sampling and obtaining approval for placing the different components of potable water or raw water systems in operation. Included is work necessary in order to obtain bacteriological clearances as required by law.

1.02 SUBMITTALS

A. The CONTRACTOR shall submit planned procedures to ENGINEER for review prior to beginning work. Submit certificates of compliance with specified standards for all materials to be used. The CONTRACTOR shall obtain sterile sample containers, collect samples and submit to the approved laboratory. Provide six copies of laboratory test reports to ENGINEER.

1.03 QUALITY CONTROL

A. Laboratories used for bacteriological testing of samples shall be certified by the Florida Department of Environmental Protection (DEP) as acceptable to that agency.

B. Methods shall conform to the requirements of the Florida Department of Environmental Protection (DEP).

PART 2 – PRODUCTS

2.01 MATERIALS FOR DISINFECTION

A. The disinfecting agent shall be liquid chlorine conforming to AWWA B301, sodium hypochlorite or calcium hypochlorite, conforming to the requirements of AWWA B300.

B. Testing and chlorination shall be furnished and paid for by the CONTRACTOR.

PART 3 – EXECUTION

3.01 DISINFECTION OF WATER MAINS

A. Flushing: Flush and pig mains prior to application of disinfecting agent. Flushing shall continue until clear water flows from the nearest available point closest to the end of the line.

B. Disinfection: Disinfection of all piping, valves, and appurtenances shall be by the Tablet Method, Continuous Feed Method or the Slug Method, in accordance with AWWA C651.

1. Tablet Method: Calcium Hypochlorite tablets shall be calcium attached to the inside top surface of the pipe to develop an average chlorine dose of 25 mg/l.

2. Continuous Feed Method: A solution containing not less than 75 mg/l of chlorine shall be applied to all piping, valves, fittings, hydrants and appurtenances. Solution

shall remain in the pipelines for a minimum period of twenty-four hours. A free chlorine residual of 10 mg/l is required after the 24-hour holding period.

3. Slug Method: Calcium hypochlorite granules shall be placed in the main. A slug of highly chlorinated water, not less than 100 mg/l, shall be moved through the main. All parts of the main and appurtenances shall be exposed to the highly chlorinated water for a period of not less than 3-hours. If at any time during the 3-hour period the free chlorine residual drops to less than 50 mg/l, chlorine shall be added to restore the free chlorine residual to 100 mg/l.

C. For all three methods of disinfection, valves and hydrants shall be opened and closed several times during the contact period to insure that all parts are contacted by the disinfecting solution.

D. After one of the disinfection methods described above have been completed, the main shall be flushed with potable water until the chlorine residual stabilizes and matches the chlorine residual of the flushing water. Chlorine residual determination shall be made in accordance with Standard Methods using the DPD Colormetric Method.

E. Sampling and Testing:

1. Samples of water shall be collected from the mains by the CONTRACTOR in sterile containers and delivered to an approved laboratory for bacteriological testing. Sampling and testing shall be continued until satisfactory results are obtained on two consecutive days.

2. The interior of pipe, fittings, valves and appurtenances used for cutting into or repairing existing mains shall be swabbed or sprayed with a one percent hypochlorite solution before being installed.

3. Tapping sleeves shall be cleaned and disinfected in accordance with Section 4.7 of AWWA C651.

3.02 REDISINFECTION

A. If consistently unsatisfactory bacteriological test results are reported, the facilities shall be recleaned and redisinfected.

3.03 DISPOSAL OF HEAVILY CHLORINATED WATER

A. Chlorinated water shall be disposed of in a manner that will not harm the environment. Approval of the local sanitary sewerage authority and an allowable discharge rate must be obtained before heavily chlorinated water is discharged to the sanitary sewer.

B. Heavily chlorinated water must be neutralized in a separate vessel or pipe prior to being discharged to the wastewater treatment plant or to a drainage way.

C. One of the chemicals listed in AWWA C651 Appendix C, or C652 Appendix B, shall be used for neutralization.

END OF SECTION

SECTION 01660
PRESSURE TESTING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall be responsible for the pressure testing of all systems prior to placing them in service.

The pressure testing shall be required to prove that the piping is left in proper condition for satisfactory operation under the conditions specified.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

3.01 PRESSURE AND LEAKAGE TESTS

Tests shall be conducted in the presence of and to the satisfaction of the ENGINEER and of authorities having jurisdiction over the work. Notice shall be given prior to start of tests.

Field pressure and leakage tests shall be conducted on the following:

Force Mains. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 100 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

Water Mains. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 150 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

3.02 ENGINEER'S RIGHT TO RETESTING

Should the CONTRACTOR refuse or neglect to make any tests necessary to demonstrate the integrity of the completed system, the ENGINEER may retain the services of an outside consultant to make all such tests and their resulting adjustments and balance.

The costs for such tests shall be deducted from amounts owing to the CONTRACTOR and shall not be borne by the OWNER.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.
Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR’s Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.

2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars ($1,000,000.00). The survey shall be certified to the OWNER.

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.
The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
   - Previous Change Orders
   - Deductions for uncorrected work
   - Deductions for liquidated damages
   - Deductions for reinspection payments
   - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710
FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 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

TECHNICAL SPECIFICATIONS

DIVISION 2 - SITEWORK

SECTION 02140
DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or

private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.

C. Siltation and Erosion:

1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.

2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.

D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02200
EARTHWORK

PART 1 - GENERAL

1. 01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1. 02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1. 03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2. 01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3. 01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3. 02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3. 03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3. 04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3. 05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3. 06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3. 07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of trenching, backfilling and compacting is shown on the drawings.

B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.

a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.

b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.

c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.

2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material

approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the

cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02606
GRADE ADJUSTMENT OF EXISTING MANHOLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

This Section includes raising or lowering the top elevation or grade of the existing manhole in order to accommodate changes in the elevation or grade of areas around the manhole as shown on the Drawings and as specified.

1.2 QUALITY ASSURANCE

All material shall be tested for conformance with the specified standards.

PART 2 - MATERIALS AND EQUIPMENT

2.1 SEGMENTS FOR PRECAST CONCRETE MANHOLES

Precast reinforced concrete segments shall be designed and fabricated in accordance with the requirements of ASTM C478, with the exception that wall thickness shall be as shown on the Drawings. Materials used in fabrication shall conform to the requirements of the Standard. Cement used in construction of precast manhole segments shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Joint Material. Joint material for use between precast manhole sections shall be cold adhesive preformed plastic gaskets conforming to the requirements of Section 942, Pipe Gaskets, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 BRICK MANHOLES

Brick for construction of brick manholes shall conform to the requirements of ASTM C-32, Grade MS.

Concrete for use in construction of brick manholes shall develop a compressive strength of not less than 2500 psi at 28 days. Cement used in concrete for manhole construction shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Mortar for manhole construction shall consist of one part of Portland Cement and two parts of fine sand with water added for proper consistency. Lime shall not be used in mortar for manholes.

Portland Cement for use in mortar and grout shall conform to the requirements of ASTM C150, Type II.

Sand for use in mortar and grout shall conform to the requirements of ASTM C144.

2.3 ADJUSTING RINGS

Adjusting Rings. Manhole extension rings shall be an expandable type to accommodate a ½ inch diameter variance as manufactured by American Highway Products of Bolivar, Ohio, or an equivalent as approved by the ENGINEER. The ring shall be a one piece steel assembly and provide a flat surface for seating manhole covers and designed to withstand heavy wheel loading. Adjusting ring features shall also include a pivoted turnbuckle to expand the riser against the existing cover ring.

The CONTRACTOR shall inspect existing manhole rings and then order the appropriate American Highway Product model to fit the conditions. Shop drawings shall be submitted for approval in all instances.

2.4 PRECAST CONCRETE GRADE RINGS

Manufactured precast concrete grade rings may be used to adjust manholes to finished grade. Shop drawings shall be submitted to ENGINEER for approval in all instances.

2.5 MANHOLE FRAMES AND COVERS

Manhole frames and covers shall be Gray Iron Castings conforming to the dimensions shown or equivalent foundry patterns. All mating surfaces shall be machined to prevent rocking or rattling of frames and covers. Castings shall be free of cracks, blow holes or swells and shall have a smooth and workmanlike finish. Castings shall conform to the requirements of ASTM A48. Manhole covers shall be of the concealed pickhole design and shall have the name of the Owner and use of the line on which it is installed cast in the cover. Existing frames and covers may be reused provided that they are of adequate design for any changed surface loading conditions and are not broken or damaged in any way.

PART 3 - EXECUTION

3.1 INSPECTION

Inspect existing manholes to determine type of construction and suitability of parts for reuse. Measure distances from invert to top of frame, from invert to top and bottom of cone or corbeled section from invert to new grade.

3.2 DETERMINATION OF ADJUSTMENT METHOD

Manholes may be adjusted by the use of adjusting rings; by removal of frame and cover and increasing or decreasing the height of the section above the cone or corbel; or by removing top slab, cones or corbels and building up, adding to or removing a portion of the manhole barrel then resetting the slab, cone or corbel section.

Determination of the method of adjustment shall be made on the following basis:

Use of Adjusting Rings. Adjusting rings may be used when the top grade of elevation is to be raised, the amount of adjustment does not exceed 4-inches and the total height of the reduced diameter section (including frame and cover) above the cone or corbel to the finished grade or elevation will not exceed 24-inches.

Adjusting Height Between Frame and Cover and Top of Cone or Corbel. Grade adjustments may be made by removing the frame and cover and removing from or adding to the height of the reduced diameter section when there is sufficient height to allow the required reduction or when the total height (including frame and cover) from the top of the cone or corbel to finished grade will not exceed 24-inches.

Building Up, Adding to or Removing Portions of Manhole Barrel. Grade adjustments may be made by removing the frame and cover, cone, corbel or top slab; and building up, adding to or removing portions of the manhole barrel under any of the conditions specified above and shall be used when use of either of the above methods will result in a total height from the top of the cone or corbel to the finished grade in excess of 24-inches.

In all instances, the selected method of adjustment shall be approved by the ENGINEER.

3.3 INSTALLATION

Placing Adjusting Rings. Remove existing cover, clean all buildup from surfaces the manhole riser touches, place the ring into the frame and expand the linkage until the manhole riser is tight. Replace cover and check fit.

Placing Barrel Sections. Clean joint portion remaining in place. Prime all joint surfaces in accordance with joint compound manufacturer's instructions. Place joint compound and set new barrel section or grade ring in place. Replace cone section similarly.

Brick Construction. Lay brick as radial header courses with every sixth course a stretcher course. Completely fill joints. Place interior and exterior with one-half inch of mortar and brush smooth. Set frames and covers in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

Placing Precast Concrete Grade Rings. Select appropriate thickness of grade ring. Completely mortar ring to top of corbel. Set frame and cover in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

END OF SECTION

SECTION 02616
DUCTILE-IRON PIPE AND FITTINGS FOR PRESSURE SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes furnishing and installing buried pressure piping systems.

1.02 QUALITY ASSURANCE

Pipe fittings and components shall be manufactured in the USA in accordance with the listed standards and requirements of this specification.

1.03 SUBMITTALS

Provide manufacturer's Certificate of Compliance with specified requirements.

1.04 HANDLING AND STORAGE

All pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipes.

Materials, if stored, shall be kept safe from damage. Pipe to be used for potable water service shall be stored so as to prevent contamination by animals and their wastes. The interior of all pipe and fittings shall be kept free from dirt or foreign matter at all times.

Pipe shall not be stacked higher than the limits shown in the tables in AWWA C600. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end, bell, plain end.

At least two rows of 4-inch x 4-inch timbers shall be placed between tiers and chocks affixed to each end in order to prevent movement.

Gaskets for joints shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 - DUCTILE-IRON PIPE

Pipe for Trench Installation. Pipe for pressure service to be installed in trenches shall be ductile-iron designed in accordance with ANSI/AWWA C150/A21.50. Pipe shall conform to the requirements of ANSI/AWWA C151/A21.51. Pipe shall have push-on joints conforming to the requirements of ANSI/AWWA C111/A21.15. Pipe Pressure Class and Trench Type shall conform with the following:

BURIED DUCTILE-IRON PIPING

Pipe Size	Trench Type	Pressure Class
3-12	2	350
14-20	2	250
24	2	200
30-64	2	150

If mechanical joint pipe is furnished, the minimum acceptable pipe class shall be Class 51.

Pipe for Installation on Supports. Pipe for pressure service to be installed on supports shall be flanged ductile-iron piping conforming to the requirements of ANSI/AWWA C115/A21.15 with a minimum thickness of Class 53. Flanges shall be ductile-iron.

2.02 FITTINGS

Fittings 3-inch through 24-inch diameter may be ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53 or cast-iron fittings conforming to the requirements of ANSI/AWWA C110/A21.10.

Fittings 30-inch through 48-inch diameter shall be cast-iron fittings conforming to the requirements of ANSI/AWWA C110/A21.10.

Fittings shall be provided with joints suitable for use with the pipe with which they are to be installed.

Only those fittings and accessories that are of domestic (USA) manufacture will be acceptable.

2.03 RESTRAINED JOINTS

Thrust Restraint. Thrust restraint for buried piping shall be provided by restrained joints for all buried piping.

Restrained Joints. Restrained joints shall be of the essentially boltless type which rely on metal lugs, rotating retainer rings, or stainless steel gaskets for joint restraint. All welded retainer rings shall be factory installed. Generally, joints shall be of the type which can be removed

without damage to the joint if necessary to separate the joint after the initial installation. Stainless steel gasket type insert type shall be limited to locations not normally subjected to possible joint separation. A restrained joint shall be installed on each side of all buried valves. The length of restrained joints shall be as detailed on the Drawings. Ductile-iron retainer glands shall not be accepted.

Restrained joints connecting ductile-iron pipe to ductile-iron fittings shall be Megalug Joint Restraint as manufactured by EBBA Iron, Inc.

Concrete Thrust Blocks. Concrete thrust blocks shall be installed at all tees, bends, dead ends and fire hydrants. Concrete thrust blocks should not be used if the soil is saturated or not suitable to resist the piping reactions.

2.04 GASKETS

Gaskets for use with mechanical or push-on joints shall conform to the requirements of ANSI/AWWA C111/A21.11.

Gaskets for use with flanged joints shall be of rubber, either ring or full-face, 1/8 inch thick and shall conform to the dimensions shown in the Appendix to ANSI/AWWA C115/A21.15.

2.05 BOLTS AND NUTS

Bolts and nuts for use with flanged joints shall be hex-head conforming to the requirements of ANSI B18.2.1 and B18.2.2.

Bolts for use with mechanical joints shall be tee-head bolts with hexagonal nuts conforming to the requirements of ANSI/AWWA C111/A21.11.

2.06 COATINGS

Coatings. Pipe and fittings which are to be buried or installed in concealed locations shall have a bituminous coating approximately 1 mil thick applied to the outside. The finished coating shall be continuous, smooth, neither brittle when cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.

Pipe and fittings in interior or exposed locations which are to be painted shall be furnished with no exterior coating or with a primer coat which will be compatible with the finish coat to be applied.

Marking. All buried reuse piping shall be marked with three identifying purple stripes permanently attached to the outside of the pipe. Each stripe shall be the length of the pipe and a minimum of 2-inches wide. The stripes shall be located at 10 o'clock, 12 o'clock and 2 o'clock positions at the time of installation.

Marking tape shall be an adhesive backed (pressure sensitive) non-detectable underground marking tape suitable for direct placement on the pipe.

Tape shall be an approved APWA color code for pipeline identification. Marking tape to be Shieldbond Thor Enterprises, Inc., or approved equal.

2.07 LININGS

Cement Mortar Lining. Pipe and fittings which are to be used for potable water service or effluent reuse service shall have a cement mortar lining conforming to the requirements of ANSI/AWWA C104/A21.4.

Pipe and fittings which are to be used to handle sewage or aggressive chemical wastes shall be lined with one of the following:

Coal Tar Epoxy Lining. Pipe and fittings shall be lined with a coal tar epoxy, composed of a two component coal tar epoxy compound capable of at least 50 mils dry film build in a one-coat multipass application process. The material must also meet the following minimum performance requirements:

A direct impact resistance as measured by ASTM D-2794 at 35 mils dry film thickness on ductile-iron panels. The material shall pass 100 inch pounds of impact.

A dielectric strength of at least 300 volts per mil when fully cured.

An abrasion resistance of 25 liters per mil as measured in ASTM D-968.

Following immersion tests without failure of any kind. The lining must be on ductile-iron panels at 35 mils minimum dry film thickness.

Test	Duration
Tap water 160 degrees F.	1000 Hrs.
3% Sulfuric Acid 120 degrees F.	1500 Hrs.
25% Sodium Hydroxide 70 degrees F.	500 Hrs.
Continuous moisture condensation in Hydrogen Sulfide atmosphere	1000 Hrs.

The lining shall be applied under the supervision of the pipe manufacturer.

All surface areas which will be exposed to liquids and gases shall be cleaned and deleterious materials removed. After cleaning, the lining compound shall be applied to all surface areas which will be exposed to liquids and gases. The lining compound shall be applied so as to obtain a continuous and relatively uniform and smooth lining. The barrel of the pipe shall be coasted to achieve a 45 mils minimum dry film thickness when measured with a dry film thickness magnetic gage; lining will be tapered at pipe ends. After clearing, all joint surface areas and spigot ends exposed to the liquids and gases shall receive one cost of the lining material brushed

on at a rate to achieve 10 mils minimum dry film thickness when measured with a magnetic dry film thickness gage.

Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

Polyethylene Lining. The lining shall be a blend of high-density and low-density polyethylene powders complying with ASTM D1248 compounded with carbon black to provide resistance to ultraviolet rays during storage above ground. The pipe shall be heated to an adequate temperature to provide uniform fusing of the polyethylene powders and proper bonding to the pipe. The polyethylene lining shall be 40 mils thick.

2.08 POLYETHYLENE ENCASEMENT

Where polyethylene encasement is required it shall be either tube or sheet material conforming to the requirements of ANSI/AWWA C105/A21.5.

2.09 PIPE COUPLINGS

Pipe couplings used to joint two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. Pipe couplings shall be bolted type with steel middle ring and end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.

All carbon steel parts of coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12-mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc., or approved equal.

Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.

Bolts shall be manufactured of high strength Type 304 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.

PART 3 - EXECUTION

3.01 INSPECTION

Inspect for defects, damage, dirt and debris in pipe. Clean if necessary. Discard and remove defective materials. Reject materials found unsatisfactory.

3.02 TRENCH CONSTRUCTION

Excavation. Excavate trenches as specified in Section 02200.

Alignment and Grade. Lay pipelines to lines and grades established by Drawings and Specifications, with fittings and valves at the required locations unless otherwise approved by the Engineer. Valve-operating stems shall be oriented to allow proper operation. Install Hydrants plumb.

Underground Conflicts. Prior to excavation, investigate to the extent necessary to determine the location of existing underground structures and conflicts. Exercise care to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of the work and interfere so that an alteration of the Drawings is required, the Engineer will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Engineer, to provide clearance as required by federal, state, or local regulations or as deemed necessary by the Engineer to prevent future damage or contamination of either structure.

Trench Preparation. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that slight depressions may be provided to allow withdrawal of pipe slings or other lifting tackle.

When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves, and fittings for pipe sizes 24-inches or smaller, and 9-inches for pipe 30-inches and larger. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation.

This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point of rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause fulcrum point.

Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 3-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with

clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer, it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.03 PIPE INSTALLATION

Provide and use proper implements, tools, and facilities for the safe and convenient performance of the work. All pipe, fittings, valves, and hydrants shall be lowered carefully into the trench by means of a derrick, ropes, or other suitable tools or equipment in such a manner as to prevent damage to pipeline material and protective coatings and linings. Under no circumstances shall pipeline materials be dropped off or dumped into the trench. Dewater trench prior to installation of the pipe.

Examine all pipe fittings, valves, and other appurtenances carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Engineer who may prescribe corrective repairs or reject the materials.

Remove all lumps, blisters, and excess coating from the socket and plain ends of each pipe. Wipe the outside of the plain end and the inside of the bell clean, dry and free from dirt, sand, grit, or any foreign material before the pipe is laid.

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Engineer. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

Joint Assembly. Pipe joints shall be assembled in accordance with the Manufacturer's instructions and the requirements of ANSI/AWWA C600.

Pipe Deflection. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that shown in ANSI/AWWA C600.

Pipe Cutting. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe or lining. Ductile cast iron may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw, or oxyacetylene torch. Cut ends and rough edges shall be ground smooth and for push-on joint connections, the cut end shall be beveled.

Thrust Restraint. Thrust restraint of buried piping shall be provided by restrained joints.

Restrained Joints. All plugs, caps, tees and bends shall be suitably restrained by restrained joints as specified.

Concrete Thrust Blocks. All plugs, caps, tees, bends, and fire hydrants shall be provided with concrete thrust blocks.

Vertical and horizontal reaction backing shall be made of concrete having a compressive strength of not less than 3,000 psi after 28 days.

Backing shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and this ground in each instance shall be that shown or directed. The backing shall, unless otherwise shown or directed, be so located as to contain the resultant thrust force and so that the pipe and fitting joints will be accessible for repair. Concrete thrust blocks shall not cover or encase bolts.

Thrust Restraint Design Pressure. Thrust restraint design pressure shall be equal to 1.5 times the design pressure of the line or 150 psi, whichever is greater.

3.04 POLYETHYLENE ENCASEMENT

Where shown on the Drawings or where directed when corrosive soil conditions are encountered install polyethylene encasement in accordance with requirements of ANSI/AWWA C105/A215.

3.05 TESTING

Test completed piping system in accordance with the requirements of Section 01660, Pressure Testing.

3.06 DISINFECTION

Disinfect pipelines to be used for potable water in accordance with requirements of Section 01650, Disinfection.

END OF SECTION

SECTION 02620 – HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Provide and install high density, high molecular weight polyethylene (HDPE) pipe and fittings of the sizes and in the locations shown on the Drawings and as specified for use in directional drilling.

B. Related Work:

1. General Conditions.
2. Earthwork: Section 02200.
3. Directional Drilling: Section 02446.
4. Pressure Testing of Piping: Section 02661.

1.02 STANDARDS

A. Pipe 1/2 inches through 3 inches shall conform to AWWA C901 and the Specifications.

B. Pipe and fittings 4 inches through 63 inches shall conform to AWWA C906 and the Specifications.

1.03 SUBMITTALS

A. Submit shop drawings in accordance with General Conditions.

B. Submit manufacturer's recommended method for butt-fusing joints.

C. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product. Certification shall include a stress life curve per ASTM D2837.

D. Provide certification that the material is listed by the Plastic Pipe Institute in PPI TR-3 with a hydrostatic design basis of 1600 psi at 73°F. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D2837 and PPI TR-3 testing and validation of samples of the pipe manufacturer's production pipe.

E. The manufacturer's certification shall state that the pipe was manufactured from one specific resin in compliance with these Specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.

F. Submit certified lab data to verify specified physical properties. Certify that tests are representative of pipe supplied for this project.

G. Submit affidavit of compliance with referenced standards (e.g., AWWA C901, C906, etc.).

H. Submit qualification certificates for operators of heat fusion equipment.

I. Submit schedule for placement of and removal of test bulkheads.

J. Submit certification that materials intended to contact potable water are listed under NSF 61.

1.04 INSPECTION

A. All materials and installation furnished under this specification are subject to inspection by the OWNER'S Representative.

1.05 QUALITY AND WORKMANSHIP

A. The pipe and fitting manufacturer's production facilities shall be open for inspection by the OWNER or his designated agents. During inspection, the manufacturer shall demonstrate that the facilities are capable of manufacturing the pipe and fittings required by this specification, that a quality control program meeting the minimum requirements of ASTM D3035 and ASTM F714 is in use, and that facilities for performing the test required by this specification are in use.

1.06 QUALIFICATION OF FUSION OPERATORS

A. Each operator performing fusion joining shall be qualified in the use of the manufacturer's recommended fusion procedure(s) by the following:

1. Appropriate training or experience in the use of the fusion procedure.

2. Making a sample joint according to the procedure that passes the following inspection and tests:

a. The joint shall be visually examined during and after joining and found to have the same appearance as a photograph or sample of an acceptable joint that was joined in accordance with the procedure; and
b. The joint shall be tested or examined by one of the following methods:
(1) Pressure and tensile test as described in 49 CFR 192.283; or
(2) Ultrasonic inspection and found to be free of flaws that would cause failure; or
(3) Cut into at least three longitudinal straps, each of which is:
(a) Visually examined and found to be free of voids or unbonded areas on the cut surface of the joint, and
(b) Deformed by bending, torque, or impact and if failure occurs, it must not initiate in the joint area.
c. Each operator shall be requalified under the procedure, if, during any 12-month period, he:
(1) Does not make any joints under the procedure; or
(2) Has three joints or three percent of the joints he has made, whichever is greater, that are found unacceptable by testing under 49 CFR 192.513.

1.07 DELIVERY, STORAGE AND HANDLING

A. On site pipe storage shall meet all manufacturers' requirements.

B. Transport individual pipe lengths to the job site on padded bunks with nylon tie-down straps or padded bonding to protect the pipe. Coiled HDPE pipe shall be stored in a manner to ensure safety. Protect the pipe from sharp objects. Anchor pipe securely to prevent slippage.

C. Store individual pipe lengths on earth berms or timber cradles in the numerical order of installation. Stack the heaviest series of pipe at the bottom. Do not stack pipe in excess of 20 rows high.

D. Protect the pipe from stones and sharp objects.

E. Store fittings in their original cartons.

F. Lift pipes with handling beams or wide belt slings near the middle of joints as recommended by the pipe manufacturer. Do not use cable slings, chains, or hooks.

G. Before installation, check pipe and fittings for cuts, scratches, gouges, buckling, kinking, or splitting. Remove any pipe section containing defects by cutting out the damaged section in a complete cylinder.

PART 2 – PRODUCTS

2.01 TRANSMISSION PIPE

A. Four-inch (4") pipe and larger shall have a ductile iron pipe OD with a minimum dimension ratio (DR) of 11. The dimension ratio shall be verified by the Contractor based on the pipe pull strength and the pressure rating of the pipe supplied shall be pressure class 200 for water main, in accordance with Table 5 of AWWA C906. The pipe shall be homogenous throughout and free of visible cracks, holes, voids, foreign inclusions, or other deleterious defects and shall be identical in color, density, melt index, and other physical properties throughout.

B. Pipe shall have a minimum hydrostatic design basis (HDB) of 1,600 psi, as determined in accordance with ASTM D2837.

C. Pipe Material:

1. Pipes shall be marked in accordance with AWWA requirements (C901 Section 2.4 or C906 Section 3.1, as appropriate).

2. All HDPE pipe shall be manufactured with a continuous stripe representing the following:

   a. Water Main – blue
   b. Force Main or Sewer Main – green
   c. Reuse Main – lavender
   d. Raw Water Main – white

   The stripe shall appear on three sides of the pipe running the entire length and shall be 3/4 inch in height.

3. Materials used for the manufacture of polyethylene pipe and fittings shall be very high molecular weight, high density ethylene / hexene copolymer PE 3408 polyethylene resin meeting the physical property and pipe performance requirements listed below:

Property	Specification	Units	Minimum Values
Material Designation	PPI/ASTM	--	PE 3408
Material Classification	ASTM D1248	--	III C 5 P34
Cell Classification	ASTM D3350	--	345434C
Hardness	ASTM 32240	Shore “D”	64
Compressive Strength (Yield)	ASTM D695	psi	1,600
Tensile Strength @ Yield (Type IV Spec.)	ASTM D638 (2”/min.)	psi	3,200
Elongation @ Yield	ASTM D638	%, min.	8
Tensile Strength @ Break (Type IV Spec.)	ASTM D638	psi	3,500
Elongation @ Break	ASTM D638	%, min.	600
Modulus of Elasticity	ASTM D638	psi	110,000
ESCR:			
(Cond A, B, C: Mold. Slab)	ASTM D1693	Fo, Hrs.	Fo>5,000
(Compressed Ring)	ASTM F1248	F50, Hrs.	F50>1,000
Slow Crack Growth	Battelle Method	Days to Failure	Fo>32
Impact Strength			
(IZOD) (.125” THK)	ASTM D256	in-lb/in	
	(Method A)	Notch	42
Linear Thermal Expansion Coef.	ASTM D696	in/in/ºF	1.2 x 10-4
Thermal Conductivity	ASTM C177	BTU, In/Ft2/hrs/ºF	2.7
Brittleness Temp.	ASTM D746	ºF	<-180
Vicat Soft. Temp	ASTM D1525	ºF	+257
NSF Listing	Standard 61	--	“Listed”

4. The pipe shall be extruded from pre-compounded resin. In-plant blending of resin is unacceptable.

2.02 SERVICE PIPE

A. One-half inch (1/2”) to three-inch (3”) pipe and tubing shall be pressure class 200, NSF approved, DR9, and meet PE 3408 material composition and ASTM D1248. Tubing shall be ENDOT Endopure or approved equal.

2.03 NIPPLES AND FLANGED STUB ENDS

A. Short nipples and stub ends shall be of the same material as the HDPE pipe.

2.04 FITTINGS

A. Fittings for pipe 2-inch and smaller shall be made from material meeting the same requirements as the pipe. Fittings shall be fabricated by the manufacturer of the pipe.

B. Fittings for pipe 2-inch and smaller shall meet the appropriate AWWA standard for the size involved (C901 or C906) and shall be Pressure Class 200 for water main.

C. Molded fittings for pipe 2-inch and smaller shall be manufactured in accordance with ASTM D3261 and shall be so marked.

D. Mechanical fittings shall be used for pipe 4-inch and larger and shall be specifically designed for use with HDPE pipe.

2.05 JOINTS

A. Sections of polyethylene pipe shall be joined into continuous lengths on the job site above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer.

B. Butt fusion joining shall result in a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used. Extrusion welding or hot gas welding of HDPE shall not be used. Flanges, unions, grooved-couplers, transition fittings, and some mechanical couplers may be used to connect HDPE pipe mechanically without butt fusion only where shown in the Drawings.

C. Ductile Iron to HDPE Connections.

1. Flanged connections between ductile iron pipe or fittings and HDPE pipe or fittings shall meet all requirements of Section 02616: Ductile Iron Pipe and Fittings for Pressure Service.

2. Mechanical joint connections between ductile iron pipe or fittings and HDPE pipe or fittings shall use ductile iron mechanical joint glands conforming to AWWA C111 and AWWA C153. Mechanical joints shall be fully thrust restrained. Gaskets, bolts and hexagonal nuts shall be standard rubber gaskets conforming to AWWA C111. Follower gland shall match class 350 "compact" fittings.

3. HDPE pipe stiffeners shall be constructed of stainless steel and shall be flanged on one end to prevent over-Insertion into the receiving pipe.

PART 3 – EXECUTION

3.01 HEAT FUSION

A. Use fusion equipment specially designed for heat fusion of HDPE. The equipment utilized shall be regulated for the different melt strength materials. Compatibility fusion techniques shall be used when polyethylenes of different melt indexes are fused together.

B. Use the following procedure to butt fuse HDPE pipe. If an operation contradicts manufacturer's directions, follow the manufacturer's recommendation.

1. Maintain the proper temperature of the heater plate as recommended by the pipe manufacturer. Check it with a tempilstik or pyrometer for correct surface temperature.

2. Clean pipe ends inside and outside with a clean cotton cloth to remove dirt, water, grease, and other foreign materials.
3. Square (face) the pipe ends using facing tools of the fusion machine. Remove all burrs, chips and filings before joining pipe or fittings.

4. Check line-up of pipe ends in fusion machine to see that pipe ends meet squarely and

completely over the entire surface to be fused. Make sure the clamps are tight so that the pipe does not slip during the fusion process.

5. Insert clean heater plate between aligned ends and bring ends firmly in contact with plate but do not apply pressure while achieving melt pattern. Allow pipe ends to heat and soften. Softening depths per manufacturer's recommendation.

6. Carefully move the pipe ends away from the heater plate and remove the plate (if the softened material sticks to the heater plate, discontinue the joint, clean heater plate, re-square pipe ends, and start over).

7. Bring melted ends together rapidly. Do not slam. Apply enough pressure to form a double roll-back bead to the body of the pipe around the entire circumference of the pipe about 1/8-inch to 3/16-inch wide. Pressure is necessary to cause the heated material to flow together.

8. Allow the joint to cool and solidify properly. Remove the pipe from the clamps and inspect the joint appearance.

3.02 OPERATIONS INCIDENTAL TO JOINT COMPLETION

A. Plan joint completion to accommodate temporary test bulkheads for hydrostatic testing on the day of installation.

3.03 ASSEMBLING JOINTS

A. Flanged Joints:

1. Flange adapters shall be pressure rated the same as the pipe. Flange adapters shall be heat fused to the pipe as outlined in the heat fusion section.

2. Gaskets shall be used between the polyethylene flange adapters when recommended by the HDPE pipe manufacturer. Sufficient torque shall be applied evenly to the bolts to prevent leaks. After initial installation and tightening of flanged connections, allow the connections to set for a few hours. Then conduct a final tightening of the bolts.

3. Lubricate nuts and bolts with oil or graphite prior to installation.

4. Check operation of valves connected to molded stub end flange adapters. Insert polyethylene spacer if recommended by pipe manufacturer for clearance.

B. Mechanical Joints:

1. Wipe clean the socket and the plain end. Lubrication and additional cleaning should be provided by brushing both the gasket and plain end with an approved pipe lubricant just prior to slipping the gasket onto the plain end for joint assembly. Place the gland on the plain end with the lip extension toward the plain end, followed by the gasket with the narrow edge of the gasket toward the plain end.

2. Insert the pipe into the socket and press the gasket firmly and evenly into the gasket recess. Keep the joint straight during assembly.
3. Push the gland toward the socket and center it around the pipe with the gland lip against the gasket. Insert bolts and hand tighten nuts. Make deflection after assembly but before tightening bolts.

4. Tighten the bolts to the normal range of bolt torque as indicated in AWWA C-600 while

maintaining approximately the same distance between the gland and the face of the flange at all points around the socket.

5. When connection is being made to HDPE pipe or fittings, insert pipe stiffener into connection end of HDPE pipe until flared end seats against cut face.

3.04 INSTALLATION

A. Installation of High Density Polyethylene Pipe

1. All high density polyethylene (HDPE) pipe shall be handled, stored, assembled and installed in accordance with AWWA C-906, manufacturer's recommendations and these Specifications.

2. HDPE pipe shall be installed using directional drilling method of construction in accordance with Section 02446.

3.05 DISINFECTION OF PIPE

A. Flush and disinfect potable water and raw water mains in accordance with Sections 02641 and 02650.

3.06 HYDROSTATIC TESTING

A. Perform hydrostatic testing for leakage following installation in accordance with Section 02661.

3.07 MANDREL TESTING

A. Perform mandrel testing through the entire length of the installed HDPE pipe. The mandrel size shall be 80% of the inside diameter of the pipe.

END OF SECTION

SECTION 02623
PLASTIC PIPE
FOR PRESSURE SERVICE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes materials and methods of installation of Plastic Pipe for pressure service.

1.02 SUBMITTALS

Provide manufacturer's Certificate of Compliance with specified requirements.

1.03 HANDLING AND STORAGE

All pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or by skidding in order to avoid shock or damage. Under no circumstances shall materials be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or interior of the pipe.

Materials, if stored, shall be kept safe from damage. The interior as well as all sealing surfaces of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage or freezing.

Pipe stored outside and exposed to prolonged periods of sunlight shall be covered with canvas or other opaque material. Air circulation shall be provided under covering.

Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. Pipe shall not be stored close to heat sources.

Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Mechanical-joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PLASTIC PIPE

Pipe for pressure service shall be Class 12454-A or B rigid PVC compound in accordance with the requirements of ASTM D1784. Pipe and appurtenances for use in potable water systems shall bear the seal of approval for potable water use of the National Sanitation Foundation or other accredited testing laboratory.

PVC pipe having a nominal diameter less than 2-inches shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to the applicable requirements of ASTM D1785. Threaded pipe and fittings shall be Schedule 80. Threaded fittings shall conform to ASTM D2464. Unthreaded pipe and fittings shall be Schedule 40 with solvent cemented joints. Cemented joints and fittings shall comply with ASTM D2466 and D2855.

PVC pressure rated pipe having a nominal diameter 2-inches or greater, but less than 4-inches, shall be made of 2000 psi hydrostatic design stress compounds designated PVC 1120 and shall conform to ASTM D2241. PVC pipe shall be furnished in 20-foot lengths unless otherwise noted. PVC pipe shall have a standard dimension ratio SDR 21 and a water pressure rating of 200 psi. Pipe couplings shall have a SDR 21 and a water pressure rating of 200 psi. Pipe shall have both ends beveled for use with gasketed couplings or one end beveled and one end with a bell. Couplings and gaskets shall be furnished with each length of pipe. Rubber ring gaskets shall conform to ASTM D3139 Nontoxic gasket lubricant shall be as specified by the manufacturer.

Pressure Pipe 4-inches through 12-inches in diameter shall be PVC 1120 pressure pipe made from class 12454 material as defined by ASTM D1784 with outside diameters of ductile iron pipe. Pipe shall be pressure class 150 unless otherwise shown. Pipe may be furnished with plain ends for use with elastomeric-gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM D3139. Nontoxic gasket lubricant shall be as specified by the pipe manufacturer.

Pressure pipe 14-inches through 36-inches in diameter shall conform to the requirements of AWWA C 905 for PVC 1120 pipe with cast iron pipe equivalent outside diameter. Pipe 16-inch through 24-inch shall have minimum wall thickness equivalent to a dimension ration (DR) of 18 unless otherwise shown. Pipe 30-inch through 36-inch shall have a minimum wall thickness equal to a dimension ration (DR) of 21 unless otherwise shown. Pipe may be furnished with plain ends for use with elastometric gasket couplings or with one end plain and one end with a gasket bell. Couplings and gaskets shall be furnished with the pipe. Gaskets shall conform to ASTM 1869. Non-toxic gasket lubricant shall be as specified by the pipe manufacturer.

PVC pipe color shall be blue for potable water main, white for sewer force main, and purple for reuse main.

2.02 FITTINGS

Fittings for use with PVC pipe 3-inches through 24-inches in diameter shall be ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53. Fittings for use with pipe 30-inch and larger shall be gray iron or ductile-iron conforming to the requirements of ANSI/AWWA C111/A21.11a. Bolts for use with mechanical joints shall conform to the requirements of the joint standard. Fittings shall be suitable for a working pressure of 150 psi. Only those fittings and accessories that are of domestic (USA) manufacture will be acceptable.
Exterior Coating. Fittings for buried service and fittings for installation in exposed locations which are not to be painted shall be coated with a bituminous coating approximately 1 mil thick. The finished coating shall be continuous, smooth, neither brittle when cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.

Fittings in exposed locations which are to be painted shall be primed with a universal shop primer suitable for use under the finish paint specified.

Lining.

Cement-Mortar Lining. When fittings are required to have a cement-mortar lining, the lining shall conform to the requirements of ANSI A21.4/AWWA C104.

Ductile-iron fittings which are to be used to handle sewage or aggressive chemical wastes shall be lined with one of the following:

Ceramic Epoxy Lining. Fittings shall be provided with a special lining to resist septic sewage or aggressive chemical wastes. The material shall be an amine cured novolac epoxy containing at least 20% by volume of ceramic quartz pigment

Application of the lining shall be done under the supervision of the pipe manufacturer.

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance that can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be re-blasted.

After surface preparation and within 12 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness. No lining shall take place when the substrate or ambient temperature is below 40°F. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

Lining shall be Protecto 401 Ceramic Epoxy or equivalent.

Coal Tar Epoxy Lining. The coal tar epoxy lining shall be composed of a two-component coal tar epoxy compound capable of at least 40 mils dry film build in a one-coat multipass application process. The material must also meet the following minimum performance requirements:

A direct impact resistance as measured by ASTM D-2794 at 35 mils dry film thickness on ductile-iron panels. The material shall pass 100 inch pounds of impact.

A dielectric strength of at least 300 volts per mil when fully cured.

An abrasion resistance of 25 liters per mil as measured in ASTM D-968.

Following immersion tests without failure of any kind. The lining must be on ductile-iron panels at 35 mils minimum dry film thickness.

3% Sulfuric Acid 120 degrees F.	1500 Hrs.
25% Sodium Hydroxide 70 degrees F.	500 Hrs.
Continuous moisture condensation in Hydrogen Sulfide atmosphere	1000 Hrs.

Application of the lining shall be done under the supervision of the pipe manufacturer.

All surface areas which will be exposed to liquids and gasses shall be cleaned and deleterious materials removed. After cleaning the lining compound shall be applied to all surface areas which will be exposed to liquids and gases. The lining compound shall be applied so as to obtain a continuous and relatively uniform and smooth lining. The barrel of the pipe shall be coated to achieve a 45 mils minimum dry film thickness when measured with a dry film thickness magnetic gage; lining will be tapered at pipe ends. After cleaning, all joint surface areas and spigot ends exposed to the liquids and gases shall receive one coat of the lining material brushed on at a rate to achieve 10 mils minimum dry film thickness when measured with a magnetic dry film thickness gage.

Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

2.03 POLYETHYLENE ENCASEMENT

Materials and methods of installation for polyethylene encasement for fittings, valves and appurtenances shall conform to the requirements of ANSI/AWWA CX105.

2.04 LOCATOR TAPE

Locator tape for use with plastic pipes shall be a two-inch wide tape consisting of polyethylene film with a metallic film to allow detection by electronic means. The tape shall be non-corrodible and shall be continuously marked to identify the use of the pipeline which it protects. The tape shall be installed directly above the pipe at a depth of twelve inches below finished grade.

2.05 LOCATOR WIRE

Locator wire shall be solid copper tracing wire 12 THHN and shall be installed directly below the pipe. Wire shall be brought to the surface at 500 foot minimum intervals and located in a valve box, cleanout, or other approved structure. Refer to drawing details for additional requirements.

2.06 THRUST RESTRAINT

Thrust Restraint. Thrust restraint for buried piping shall be provided by restrained joints for all buried piping larger than 1-inch.

2.07 RESTRAINED JOINTS

Restrained joints for use with PVC pipe shall consist of retainer glands fabricated of ductile-iron conforming to ASTM A536. The gland shall be such that it can replace the standard mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA A21.11/C111 and ANSI/AWWA A21-53/C153. The retainer glands shall have a pressure rating equal to that of the PVC pipe on which it is used.

PVC push-on joints adjacent to restrained fittings shall be restrained using harness restraint devices. This harness restraint shall be split to enable installation of the restraint after the spigot has been installed into the bell. The restraint shall consist of a split ring that fits behind the bell, a split restraint ring that installs on the spigot and a number of tie bars to connect the other two parts. Restraint components shall be of ductile-iron conforming to ASTM A536. The restraint ring shall consist of a plurality of individually activated gripping surfaces to hold the spigot and maximize restraint capability.

Twist off nuts, sized same as the tee-head bolts shall be used to insure proper actuating of restraining devices.

PART 3 - EXECUTION

3.01 EXAMINATION

All pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.02 TRENCH CONSTRUCTION

Alignment and Grade. The pipelines shall be laid and maintained to the lines and grades established by the Drawings and Specifications, with fittings, valves and hydrants at the required locations unless otherwise approved by the Engineer. Valve-operating stems shall be oriented to allow proper operation. Hydrants shall be installed plumb.

Underground Conflicts. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the Engineer will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the Engineer, to provide clearance as required by the Engineer to prevent future damage or contamination of either structure.

Trench Construction. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

PVC pipe shall be installed with pipe bedding and a compacted envelope as shown on the drawings. Material used as bedding and in the pipe envelope (pipe embedment zone) shall be Class I, Class II or Class III material as identified in ASTM D-2321. Bedding material shall consist of 4-inches minimum of non-cohesive granular material placed uniformly under the pipe. Bedding material shall be lightly compacted.
Material within the haunching area shall be compacted to 90% density according to AASHTO T-99. Excessive compaction shall be avoided if any distortion of the pipe wall is observed. Material above the haunching area may be native material if free of particles larger than 1-1/2-inches. At least 6-inches of backfill material shall be placed over the top of the pipe before compacting directly over the crown of the pipe.

Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that a slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.

When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe, valves and fittings. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths; leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris of subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause a fulcrum point.

Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 4-inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.03 PIPE INSTALLATION

Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, and valves, and hydrants shall be lowered carefully into the trench by means of suitable tools or equipment in such a manner as to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered prior to installation of the pipe. The sealing surface of the pipe, the inside of the bell and the gasket shall be cleaned immediately before assembly.

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by the Engineer. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

Joint Assembly. Pipe joints shall be assembled in accordance with the manufacturer's instructions.

Pipe Deflection. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that recommended by the manufacturer.

Pipe Cutting. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis.

Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.

Locator Tape. Install all plastic pipe with a locator tape of the type specified.

Locator Wire. Install in accordance with drawing detail. Prior to acceptance, test to ensure continuous current exists.

Polyethylene Encasement. Provide polyethylene encasement for fittings. It shall be installed in accordance with ANSI/AWWA C105.

Thrust Restraint. All plugs, caps, tees, and bends, unless otherwise specified, shall be provided with reaction backing, or restrained joints as specified. Thrust-restraint design pressure shall be equal to 1.5 times the design pressure of the line.

Vertical and horizontal reaction backing shall be made of concrete having a compressive strength of not less than 2,500 psi after 28 days.
Backing shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and on the ground in each instance shall be that shown or directed. The backing shall, unless otherwise shown or directed, be so located as to contain the resultant thrust force so that the pipe and fitting joints will be accessible for repair.

3.04 TESTING

After completion of installation, perform testing in accordance with requirements of Section 01660 - Pressure Testing.

3.05 DISINFECTION

Disinfect potable water lines in accordance with the requirements of Section 01650 - Disinfection.

END OF SECTION

SECTION 02640
VALVES AND ACCESSORIES
(FOR PIPELINE WORK)

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section includes furnishing and installing valves of the different types and various accessories as shown on the Drawings and as specified.

1.02 SUBMITTALS

Submit certificate of compliance with specified standards.

Submit manufacturer's catalog data and detail construction sheets for record purposes.

PART 2 - MATERIALS AND EQUIPMENT

2.01 JOINTS

Valves shall be fitted with joints suitable for the pipe and fittings with which they are to be used. Bolts and gaskets for making up joints shall conform to the requirements of the joint standard for the pipe and fittings.

2.02 GATE VALVES

Valves exposed above grade outside structures shall be handwheel operated and shall be of a design that will allow operation in any position with respect to the vertical.

Valves buried in earth shall be equipped with 2-inch square operating nuts, valve boxes and covers.

All valves shall open by turning in a counter-clockwise direction.

Pressure Rating. Unless otherwise shown or specified, valves shall be rated for operation at not less than the same pressures of the pipeline in which they are installed or 150 psi, whichever is greater. Valve pressure ratings are for cold-water, non-shock service.

The manufacturer's name and pressure rating shall be cast in raised letters on the valve body.

Two and One-Half Inch and Smaller. Gate valves 2-1/2 inch nominal pipe diameter and smaller shall be of brass and shall conform to Federal Specification WW-V-54, with screwed joints.

Valves for exterior and buried service shall be Type I, wedge disc, nonrising stem type.

Three-Inch to Forty Eight-Inch Diameter. Gate valves, 3-inch to 48-inch diameter, inclusive, shall be suitable for the service intended and shall be iron body resilient-seated gate valves with non-rising stems. Valves shall have O-ring seals and shall conform to ANSI/AWWA C509 or C515.

2.03 AIR RELEASE VALVES

Deep well air release valves shall have cast iron bodies and covers, with bronze or stainless steel floats and mechanism and synthetic rubber seats. All iron parts shall be properly coated to prevent corrosion.

Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

Water main air release valves shall be the automatic type. The size shall be one-inch for 1 6-inch diameter pipe and smaller, and two-inch for 18-inch diameter pipe and larger. The body and cover shall be cast iron with bronze or stainless steel float and mechanism and BUNA-N seat.
Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

Sewage air release valves for use on pressure sewerage lines shall be of the type that automatically releases air, gas, or vapor under pressure during system operation. The valve shall have N.P.T. inlet and outlet. Valve shall be constructed of cast iron body and cover, stainless steel trim and float with an adjustable synthetic rubber orifice for positive seating. All iron parts of the valve shall be properly coated to prevent corrosion. The valve shall be complete with backwash accessories consisting of an inlet shut-off valve, blow-off valve, clean water inlet valve, rubber supply hose and quick disconnect couplings.

Acceptable Manufacturers. Valve & Primer Co., G. A., Crispin, Val Matic, or approved equivalent.

2.04 TAPPING SLEEVES AND VALVES

Tapping sleeves and valves shall be used to make "wet" taps into existing mains when shown on the Drawings.

ALTERNATE 1 - For Tapping Pipes Greater Than 10-inches In Diameter

Cast iron tapping sleeve shall be of split type with mechanical joints, ductile-iron bolts and flanged outlet for connection to the tapping valve.

ALTERNATE 2 - For Tapping Pipes Less Than 10-inches In Diameter

Stainless Steel Tapping Sleeves.

Acceptable Manufacturers. ADIPCO, U.S. Pipe, McWane, Clow, Mueller, JCM, Rockwell, Dresser, M & H, or approved equivalent.

Tapping valves shall conform to the requirements of this section for gate valves except that they shall have an inlet joint to match the sleeve and an outlet joint suitable for connection to the pipe used.

2.05 EXTENSION STEMS FOR BURIED VALVE OPERATORS

Where the depth of the valve is such that its centerline is more than four feet below grade, provide operating extension stems to bring the operating nut to a point of six-inches below the surface of the ground and/or box cover. Extension stems shall be steel and shall be complete with a two-inch operating nut.

2.06 T-HANDLE WRENCHES

Furnish a sufficient number of T-handle wrenches to permit operation of all gates and valves with square operating nuts, regardless of depth.

Length shall be suitable for operators average height working in normal positions.

2.07 VALVE BOXES

Valve boxes shall be provided for all buried valves. Valve boxes shall consist of cast iron base and adjustable top section with cover which shall be marked to indicate type of service. Extensions shall be provided as required to meet grade.

Boxes for butterfly valves shall be a 5-1/4-inch valve box with slip-type joints.

PART 3 - EXECUTION

3.01 INSPECTION

Prior to installation valves shall be inspected for direction of opening, freedom of operation, tightness of pressure-containing bolting, cleanliness of valve ports and seating surfaces, handling damage and cracks. Defective valves and accessories shall be rejected.

3.02 INSTALLATION

Valves shall be installed so that contact faces bear uniformly on the gasket and then are made up with relatively uniform bolt stress. Valves shall be supported so that undue stress is not placed on flanges. Valves shall not be used to bring misaligned pipe into alignment during installation.

Valves for buried service shall be set plumb with the base of the valve box centered over the valve and resting on compacted backfill. The top section of the box shall be set to allow equal movement above and below finished grade. After being correctly positioned, fill shall be carefully tamped around the valve box for a distance of 4-ft. on all sides below the box. In paved areas, top of the cover shall be flush with the finished paving. In off-street areas, the cover shall be set 1-inch above existing grade unless otherwise directed by the Engineer. A concrete pad shall be poured around the top of the box in unpaved areas, as shown in the standard details.

The valve manufacturer shall select and mount the gear operator and accessories on each valve and stroke the valve from fully open to fully closed prior to shipment.

3.03 TESTING

Valves shall be tested as a part of the completed piping system in accordance with the requirements of Section 01660 - Pressure Testing.

END OF SECTION

SECTION 02641
PIPE CLEANING AND PIGGING

PART 1 – General

1.01 SCOPE OF WORK

A. Provide all supervision, labor, tools, transportation, material and equipment necessary to clean new or existing, force mains, using polly pigs and an approved Polly pig procedure. Install all items required, provide Polly pig launching and retrieval devices as required and furnish all swabs and Polly pigs required for thorough removal of foreign materials.

1.02 QUALIFICATIONS

A. The materials and work specified herein shall be furnished and performed by firms who are fully experienced, reputable, and qualified in the manufacture, installation and use of the specified items.

1.03 SUBMITTALS

A. The contractor shall provide evidence of qualification by providing copies of his/her state certification or license to perform such work as herein described and shall provide verifiable references upon request.

1.04 CONTRACTOR RESPONSIBILITIES

A. Supervision – There shall be on-site at all times during the work, one superintendent with a minimum of three years supervisory experience in cleaning new and old force mains.

B. Cleaning – Cleaning shall be performed using swabs or Polly pigs to remove all foreign objects and, for old pipe, restore the original flow characteristics without abrading the interior walls of the pipe.

C. Training – The contractor shall furnish on-site and “project in progress” training to City personnel for future remedial cleaning and to implement a proper flushing program.

D. Equipment – the contractor shall furnish pig launching equipment, which will minimize the Contractor’s or City’s need to provide for additional valving, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system. The contractor shall maintain on site for the duration of the project and have available for immediate use an electronic Polly pig detector with the appropriately sized cavity Polly pig for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage, and to find “lost” valves and other disparities within the system.

The contractor shall also have available auxiliary centrifugal pumps for cleaning.

E. Testing – The contractor shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types densities and numbers of pigs and/or swabs to be used to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation.

F. Communication – The contractor shall provide radio communication and job site transportation between launching and retrieval points.

G. Report upon completion – The contractor shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning progress about the system to confirm existing information.

PART 2 – PRODUCTS

2.01 POLLY PIGS

A. Furnish Polly pigs in sufficient numbers and sizes of appropriate densities, coatings and configurations to properly clean the system(s) prior to the system(s) being put into service.

B. Polly pigs shall be those as manufactured by Knapp Polly Pigs of Houston, Texas, or approved equal.

2.02 EQUIPMENT

A. Furnish and install Polly pig launching and retrieval devices as required.

B. Launching and retrieval device shall be fabricated, designed and manufactured according to ANSI standards and capable of withstanding working pressures of 150 P.S.I.G.

2.03 EXECUTION

A. Equipment shall be installed in accordance with manufacturer's recommendations.

B. Evaluation of new and existing pipeline conditions, selection of the cleaning pigs, cleaning and flushing shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system. Such work shall be provided by a specialty subcontractor, Professional Piping Services, Inc., Land O'Lakes, Florida, (1-800-780-6098) or an approved equal.

C. New and existing piping shall be thoroughly cleaned of all material, sand, grit, gravel, stones, fluids, construction debris, threats to its sanitation, and other items that can generally be construed as "foreign" material and that would not be found in a properly cleaned system. This cleaning shall provide a smooth interior periphery of the pipe as a

consequence of the cleaning procedure and will result in a conduit or pipe virtually free of any material and fluids, other than those used for the cleaning procedure, within the system.

D. The contractor shall provide all required material, labor, special fittings, connections, traffic control and temporary facilities necessary to accomplish the work. Night work may be required to perform cleaning in existing force mains without unacceptable back-up of sewage in the gravity collection system. The contractor shall perform such night work at no additional cost to the owner.

END OF SECTION

SECTION 02740A

BYPASS PUMPING

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole, sewer section, force main or pump station in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration shall be considered incidental to the work and no additional compensation will be allowed.

1.02 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2- PRODUCTS

(NOT USED)

PART 3- EXECUTION

3.01 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around area in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

END OF SECTION

SECTION 02802
IDENTIFICATION TAPE FOR BURIED PIPE

PART 1 – GENERAL

1.01 DESCRIPTION

A. Furnish and install identification tape over the centerline of all buried potable water lines, wastewater force mains, raw water mains, and wastewater effluent reuse mains.

1.02 SUBMITTALS

A. Submit manufacturer's descriptive literature, illustrations, specifications and other pertinent data.

PART 2 – PRODUCTS

2.01 IDENTIFICATION TAPE

A. Identification Tape for Ductile Iron and Steel Pipe: Identification tape shall be manufactured of inert polyethylene so as to be highly resistant to alkalies, acids and other destructive agents found in soil, and shall have a minimum thickness of 6 mils with a minimum tensile strength of 22 pounds per inch and a maximum adhesive factor of 40 ounces per inch. Tape width shall be 2 inches and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of tape.

B. Identification Tape for Polyvinyl Chloride Pipe: Identification tape shall be manufactured of polyethylene with a minimum thickness of 4-mils and shall have a 1-mil thick metallic foil core. The tape shall be highly resistant to alkalies, acids and other destructive agents found in soil. Tape width shall be 3 inches and shall have background color specified below, imprinted with black letters. Imprint shall be as specified below and shall repeat itself a minimum of once every 2 feet for entire length of tape.

C. Tape background colors and imprints shall be as follows:

Imprint	Background Color
"Caution Caution – Potable Water Line Buried Below"	Blue
"Caution Caution – Wastewater Force Main Buried Below"	Green
"Caution Caution – Sewer"	Green
"Caution Caution – Reuse Water Main Buried Below"	Lavender
"Caution Caution – Raw Water Main Buried Below"	White

D. Identification tape shall be "Terra Tape" as manufactured by Reef Industries, Inc., Houston, TX, (800) 231-6074, Allen Systems Inc., Wheaton, IL (800) 323-1749, or approved equal.

2.02 LOCATE WIRE

A. Locate wire shall be #10 THHN solid copper tracing wire.

B. Wire insulation shall be 45 mils and shall be color coded as per the locator tape.

PART 3 – EXECUTION

3.01 INSTALLATION OF IDENTIFICATION TAPE

A. Identification tape shall be installed for all buried pressure mains in accordance with the manufacturer's installation instructions and as specified herein.

B. For potable, raw, reuse water and force mains, identification tape shall be installed 18 inches below final grade over centerline of pipe.

C. For wastewater gravity sewers, identification tape shall be continuously spiral-wrapped around the pipe with the bands 12 to 18 inches apart.

3.02 INSTALLATION OF LOCATE WIRE

A. Locate wire shall be installed under all buried pressure mains in accordance with plan details. Wire shall be extended to top of all valve boxes and at 500-foot intervals as shown on Drawing details.

END OF SECTION

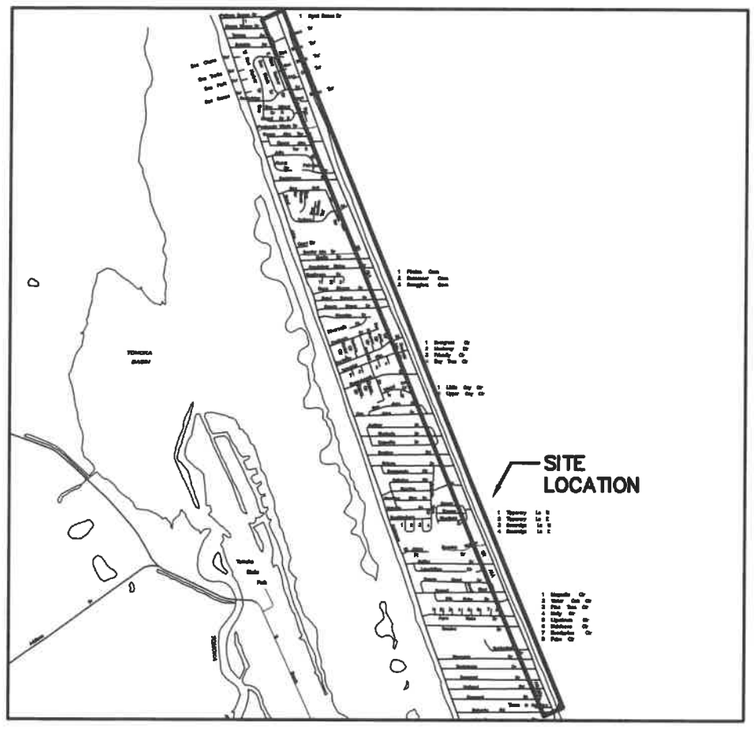
CITY OF ORMOND BEACH

A1A UTILITY RELOCATIONS PHASE 2

ROBERTA ROAD TO FLAGLER COUNTY LINE

BID NO. 2026-10

▭ - SITE LOCATION



SITE LOCATION MAP

SHEET	DESCRIPTION	SHEET	DESCRIPTION
1	COVER SHEET	20	PLAN 1271+50 TO 1278+50
2	GENERAL NOTES	21	PLAN 1278+50 TO 1285+50
3	WATER NOTES	22	PLAN 1285+50 TO 1292+50
4	SEWER NOTES	23	PLAN 1292+50 TO 1299+50
5	PLAN 1167+00 TO 1173+50	24	PLAN 1299+50 TO 1306+50
6	PLAN 1173+50 TO 1180+50	25	PLAN 1306+50 TO 1313+50
7	PLAN 1180+50 TO 1187+50	26	PLAN 1313+50 TO 1320+50
8	PLAN 1187+50 TO 1193+50	27	PLAN 1320+50 TO 1327+50
9	PLAN 1194+50 TO 1201+50	28	PLAN 1327+50 TO 1334+50
10	PLAN 1201+50 TO 1208+50	29	PLAN 1334+50 TO 1341+50
11	PLAN 1208+50 TO 1215+50	30	PLAN 1341+50 TO 1348+50
12	PLAN 1215+50 TO 1222+50	31	PLAN 1348+50 TO 1355+50
13	PLAN 1222+50 TO 1229+50	32	PLAN 1355+50 TO 1362+50
14	PLAN 1229+50 TO 1236+50	33	PLAN 1362+50 TO 1369+50
15	PLAN 1236+50 TO 1243+50	34	PLAN 1369+50 TO 1376+50
16	PLAN 1243+50 TO 1250+50	35	PLAN 1376+50 TO 1383+50
17	PLAN 1250+50 TO 1257+50	36	DETAILS
18	PLAN 1257+50 TO 1264+50	37	DETAILS
19	PLAN 1264+50 TO 1271+50		

MAYOR

JASON LESLIE

COMMISSIONERS

LORI TOLLAND, ZONE 1

TRAVIS SARGENT, ZONE 2

KRISTEN DEATON, ZONE 3

HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

DAVID WESLEY MARTIN LICENSE No. 46744 STATE OF FLORIDA PROFESSIONAL ENGINEER
10-16-25

OCTOBER 2025

PREPARED BY THE ENGINEERING DIVISION

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS-BUILT" DRAWINGS ARE REQUIRED:

THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS:

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS AS BEING "AS-BUILT" INFORMATION.
2. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS-BUILT" CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTERLINES ON "AS-BUILTS" SHALL BE LABELED WITH STREET NAME AND RIGHT-OF-WAY WIDTH ON EVERY PAGE.
3. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
4. STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT.
5. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
6. ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
7. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
8. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
9. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE "AS-BUILT".

THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS:

11. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
12. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
13. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
14. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED.
15. CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
16. WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
17. WATER VALVES, TEES, ALL SERVICES, BLOW - OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.

THE FOLLOWING INFORMATION IS GENERAL REQUIREMENTS OF ALL "AS-BUILT" DRAWINGS:

18. FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE "AS-BUILT" PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
19. WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE "AS-BUILT" SHALL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF HOMEOWNER COVENANTS AND RESTRICTIONS.
20. SUBMIT CERTIFIED PAPER PRELIMINARY "AS-BUILT" (24"x36") WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING WATER FACILITIES, 3 SETS WITH SEWER FACILITIES, AND 3 SETS WITH PAVING AND DRAINAGE FACILITIES. PRELIMINARY "AS-BUILT" MAY BE SUBMITTED IN DIGITAL FORMAT. FOLLOWING FINAL INSPECTION AND COMMENTS, THE CONTRACTOR SHALL REVISE AS-BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS-BUILTS" ALONG WITH 1 SET CERTIFIED MYLARS AND 1 CD-ROM CONTAINING AUTO-CAD FILES AND PDF VERSIONS SHOWING ALL "AS-BUILT" SHEETS. ALL "AS-BUILT" DRAWINGS SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR AND ENGINEER OF RECORD. ALL DIGITAL FILES SHALL HAVE A DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
21. INDICATE VERTICAL DATUM REFERENCE ON ALL SHEETS.
22. CAD FILE OF "AS-BUILTS" SHALL BE IN STATE PLANE COORDINATES; FILE SHOULD INCLUDE REFERENCE TO PROJECTION. (FLORIDA EAST, NAD83)
23. ALL "AS-BUILT" DRAWINGS SHALL BE PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR USING THE FINAL APPROVED SITE DESIGN PREPARED BY THE ENGINEER OF RECORD. LINE WEIGHTS, LINETYPES, AND ANNOTATION SHALL BE MANAGED IN A MANNER THAT CLEARLY DISTINGUISHES DESIGN INFORMATION FROM "AS-BUILT" INFORMATION.
24. ALL "AS-BUILT" SHEETS SHALL INCLUDE A TITLE BLOCK AND CLEARLY STATE PROJECT NAME, PROJECT SURVEYOR, DATE OF FIELD WORK, AS WELL AS PROJECT CERTIFICATION BLOCK FROM THE ENGINEER OF RECORD.

NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.

STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020	
STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR "AS-BUILT" DRAWINGS	INDEX M-1A MAY 2020	
STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS BUILT DRAWINGS	INDEX M-1B MAY 2020	

DAVID WESLEY MARTIN LICENSE No. 46744 STATE OF FLORIDA PROFESSIONAL ENGINEER 10-16-25

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

GENERAL NOTES

DATE: 10/15/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 2 OF 37

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO–T180) IN PAVED AREAS AND 90 PERCENT IN UNPAVED AREAS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 18 INCHES ABOVE TOP OF PIPE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE.
7. WATER SERVICES (SINGLE 1") SHALL BE POLYETHYLENE TUBING (BLUE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED.
8. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS.
9. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACING OF 500 FEET.
10. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
    A. STANDARD GATE VALVES LESS THAN 48" DIAMETER RESILIENT SEAT GATE VALVES (AWWA C–509 OR C–515).
    B. MECHANICAL TAPPING SLEEVE SHALL BE STAINLESS STEEL. (AWWA C – 509)
    C. 2" OR SMALLER VALVES SHALL BE BRASS BALL VALVES.

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

12. ALL WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE LIDS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
13. WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS IN THE PRESENCE OF UTILITY DEPARTMENT PERSONNEL.
14. HYDRANTS SHALL BE PLACED AT 500 FEET MAXIMUM SPACING IN RESIDENTIAL DEVELOPMENTS AND AT 300 FEET MAXIMUM SPACING IN BUSINESS AND INDUSTRIAL DEVELOPMENTS. ALL WATER MAINS TO WHICH HYDRANTS ARE CONNECTED SHALL BE 8 INCHES MINIMUM.
15. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF FIRE. THE MAIN NOZZLE CONNECTION SHOULD ALWAYS FACE THE STREET AND BE 18–24" ABOVE GRADE.
16. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
17. ALL WATER MAINS SHALL BE NSF–APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 MAY BE USED AS APPROVED BY THE CITY.
18. ALL NEWLY CONSTRUCTED WATER MAINS SHALL BE FLUSHED, CLEANED WITH A POLY PIG, PRESSURE TESTED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
19. WATER MAINS SHALL BE AWWA C–900 CL 150, OR D.I.P. CLASS 350 STANDARD CEMENT LINED AWWA C–104.
20. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE HEALTH DEPARTMENT, AND THAT CERTIFIED AS–BUILT DRAWINGS (24"x36") ARE PROVIDED TO THE CITY PRIOR TO PAVING AND ANY USE OF THE SYSTEM. SEE M–1A & M–1B FOR AS–BUILT REQUIREMENTS
21. MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.
22. ALL DI BENDS, TEES, VALVES, WYE FITTINGS TO HAVE CEMENT INTERIOR LINING IN ACCORDANCE WITH AWWA C–550

GENERAL NOTES
WATER SYSTEM CONSTRUCTION

23. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR.
24. ALL WATER SERVICES SHALL BE MARKED WITH A " " SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
25. ALL WATER VALVES AND BLOW–OFFS SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.
26. UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN–LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT. AS REQUIRED BY RESTRAINT TABLE.
27. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.
28. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.
29. ALL WATER METERS SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE.
30. SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY'S ENGINEERING & PLANNING DEPARTMENT BEFORE FINAL INSPECTION AT COMDEV@ORMONDBEACH.ORG.
31. PIPING FOR RAW WATER SHALL BE WHITE FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE WHITE WITH LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12" TO 18" ABOVE THE PIPE. THE TAPE SHALL CONTINUOUSLY READ "CAUTION – RAW WATER MAIN BURIED BELOW" OR WHITE WITH LOCATOR TAPE PLACED 12" TO 18" ABOVE THE TOP OF THE PIPE.
32. SEE CHART BELOW FOR WATER MAIN SIZE AND MATERIALS.

M A T E R I A L S		
DIAMETER	MATERIAL	STANDARD
1" – 2"	BLUE EXBOT ENDOTRACE POLYETHYLENE TUBING (CTS SIZE)	ASTM D 2737
4" – 12"	PVC DR–18	AWWA C 900
> 4" – 12" DEDICATED FIRE LINE	PVC DR–14	AWWA C 900
14" – 36" (16"– 24" ⟶ DR – 18) (30"– 36" ⟶ DR – 21)	PVC 1120	AWWA C 905
ALL SIZES	HDPE DIPS DR 11	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE BLUE FOR POTABLE WATER MAINS, BLUE WITH WHITE LOCATOR TAPE OR WHITE WHITE LOCATOR TAPE FOR RAW WATER MAIN.

STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX	W–1A
		JUNE 2023

STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX	W–1B
		JUNE 2023

STANDARD CONSTRUCTION DETAIL GENERAL NOTES WATER SYSTEM CONSTRUCTION	INDEX	W–1C
		JUNE 2023

DAVID LESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

WATER NOTES

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 20'	FILE NAME:	
DRAWN BY:	MC	SHEET:	3 OF 37

SANITARY SEWER CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC WORKS – UTILITY DIVISION DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION.
2. ALL GRAVITY SANITARY SEWER LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL)
3. ALL SANITARY SEWER LINES SHALL BE PVC SDR 26. IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, C-900 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED.
4. MINIMUM ALLOWABLE SANITARY SEWER SLOPES ALLOWED ARE:
   8" PIPE 0.40%
   10" PIPE 0.30%
   12" PIPE 0.22%
5. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT.
6. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
7. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
8. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (ASSHTO-T180) IN PAVED AREAS AND 95 PERCENT IN UNPAVED AREAS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TEST BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY INSPECTOR.
10. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK OR USE OF TRENCH BOX IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
11. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATER TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATER AID SHALL BE INSTALLED (15) INCHES BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATER WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION – M10).
12. MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
13. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET ABOVE GRADE IN UNPAVED AREAS.

STANDARD CONSTRUCTION DETAIL	INDEX
GENERAL NOTES SANITARY SEWER CONSTRUCTION	S-1A
	MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

14. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
15. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL).
16. DOGHOUSE TYPE MANHOLES ARE NOT PERMITTED WITHIN THE CITY OF ORMOND BEACH
17. INDIVIDUAL SANITARY SERVICE CONNECTORS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS.
18. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GLUED JOINTS.
19. FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
20. SANITARY SEWER LATERALS LONGER THAN 70 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P. EPOXY LINED OR C-900 PVC.
21. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 200 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. LINING SHALL BE AGRU SURE-GRIP, RAVEN, SEWPERCOAT, GREEN MONSTER, OR PRE-APPROVED EQUAL.
22. SEE CHART ON DETAIL INDEX S-1C FOR FORCE MAIN AND REUSE PIPE SIZE AND MATERIALS.
23. THE CITY OF ORMOND BEACH REQUIRES THE DEVELOPER/CONTRACTOR TO TELEVISE ALL SANITARY SEWER MAINS AND LATERALS PRIOR TO ACCEPTANCE AND RESERVES THE RIGHT TO REQUEST WATER AND AIR TESTING. A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK SHALL CONDUCT THE TELEVISING PROCESS. THE DVD AND/OR DIGITAL FILE SHALL BE NON STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN DVD LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY. THIS PROCESS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL	INDEX
GENERAL NOTES SANITARY SEWER CONSTRUCTION	S-1B
	MAY 2020

SANITARY SEWER CONSTRUCTION GENERAL NOTES

24. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OFF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS OR OTHER TYPES OF LINERS OR COATINGS APPROVED BY THE CITY. IN ADDITION THE CITY MAY REQUIRE LINERS OR COATINGS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITY DEPARTMENTS BELIEVE THE NEED IS JUSTIFIED.
25. ALL SEWER LINES WHICH ARE CONSTRUCTED OFF PUBLIC RIGHTS-OF-WAY WITHIN SIDEYARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
26. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT V, OR BY A METAL TAB SET INTO THE PAVEMENT.
27. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS .
28. ALL PROPOSED SEWER MAINS, 4" OR GREATER, SHALL BE FLUSHED AND CLEANED WITH A POLY PIG IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
29. ALL SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 18' TO ANY MANHOLE OR 22' TO ANY WETWELL. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER C900/C905 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
30. FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. SUBMIT FOR FDEP CLEARANCE BEFORE PAVING.
31. DURING CONSTRUCTION, CONTRACTOR SHALL ISOLATE NEW SANITARY SEWER CONSTRUCTION FROM EXISTING SANITARY SEWER MAINS. THIS ISOLATION MAY BE BY INSTALLATION OF A BLADDER/PLUG PLACED AT POINT OF CONNECTION OR BY OTHER METHODS. THE PURPOSE OF THIS ISOLATION IS TO ENSURE SURFACE WATER IS NOT RELEASED TO THE TREATMENT PLANT. SURFACE WATER SHALL BE REMOVED PRIOR TO THE BLADDER BEING REMOVED.

FORCE MAIN & REUSE MAIN STANDARDS

DIAMETER	MATERIAL	STANDARD
2" – 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" – 12"	PVC 1120 / CLASS 100	AWWA C 900
14" – 36" (16"– 24" ⟶ DR – 18) (30"– 36" ⟶ DR – 21)	PVC 1120	AWWA C 905
ALL SIZES	HDPE (DIPS) DR 13.5	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.

STANDARD CONSTRUCTION DETAIL	INDEX
GENERAL NOTES SANITARY SEWER CONSTRUCTION	S-1C
	MAY 2020

DAVID WESLEY MARTIN LICENSE No. 46744 STATE OF FLORIDA PROFESSIONAL ENGINEER
10-16-25

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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

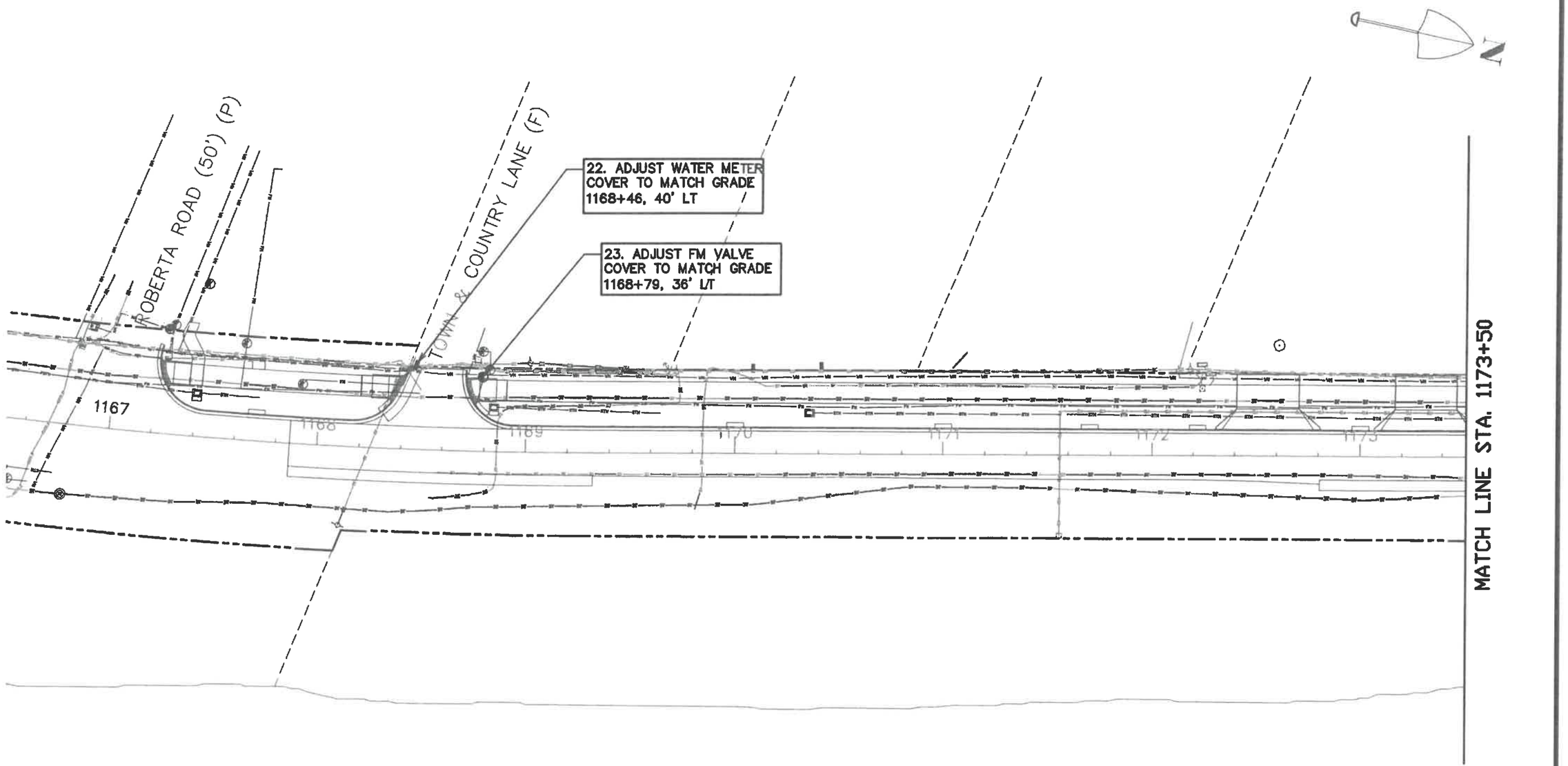
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
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ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

SEWER NOTES

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 20'	FILE NAME:	
DRAWN BY:	MC	SHEET:	4 OF 37



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10-16-25

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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1167+00 – 1173+50

DATE: 10/15/25	PROJECT NO.:
SCALE: 1" = 50'	FILE NAME:
DRAWN BY: MC	SHEET: 5 of 37

MATCH LINE STA. 1173+50

HOLLAND ROAD (50')(P)

24. ADJUST WM VALVE COVER TO MATCH GRADE 1174+17, 39' LT

25. ADJUST WM VALVE COVER TO MATCH GRADE 1174+19, 36' LT

SEACREST DRIVE (65')(P)

26. ADJUST WM VALVE COVER TO MATCH GRADE 1180+06, 29' LT

SEABREEZE DRIVE (50')(P)

1174 1175 1176 1177 1178 1179 1180

MATCH LINE STA. 1180+50

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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

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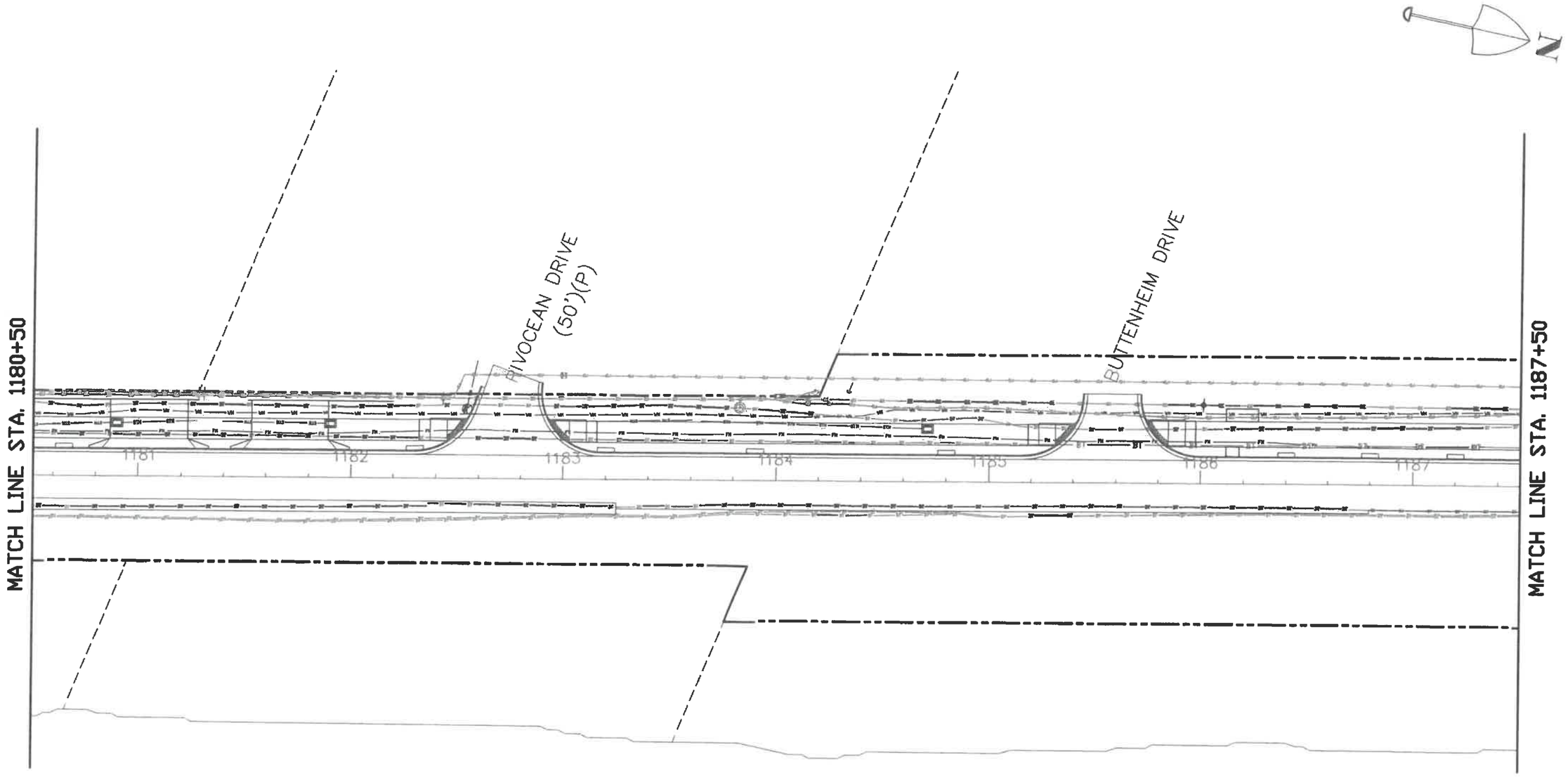
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ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1173+50 – 1180+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	6 of 37



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10-16-25

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	ADDENDA
	CONSTRUCTION
	RECORD

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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1180+50 – 1187+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	7 of 37

N

MATCH LINE STA. 1187+50

MATCH LINE STA. 1194+50

4. REMOVE 10" HDPE FM 16' LF
1191+62, 18' LT TO
1191+78, 18' LT

27. ADJUST FM VALVE
COVER TO MATCH GRADE
1191+83, 18' LT

SANDRA DRIVE (50')(P)

28. ADJUST WM VALVE
COVER TO MATCH GRADE
1192+62, 42' LT

29. ADJUST WM VALVE
COVER TO MATCH GRADE
1193+01, 27' LT

1188 1189 1190 1191 1192 1193 1194

CONNECT NEW 10" HDPE FM
TO EXISTING 10" HDPE FM
INSTALL 10" 45° BEND
1191+62, 18' LT

INSTALL 4.7 LF
10" HDPE FM

INSTALL 10" 45° BEND
1191+65.31, 14.67' LT

INSTALL 4.7 LF
10" HDPE FM

INSTALL 10" 45° BEND
1191+74.69, 14.67' LT

CONNECT NEW 10" HDPE FM
TO EXISTING 10" HDPE FM
INSTALL 10" 45° BEND
1191+78, 18' LT

INSTALL 9.38LF 10" HDPE FM
1191+65.31, 14.67' LT TO
1191+74.69, 14.67' LT

3.

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CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

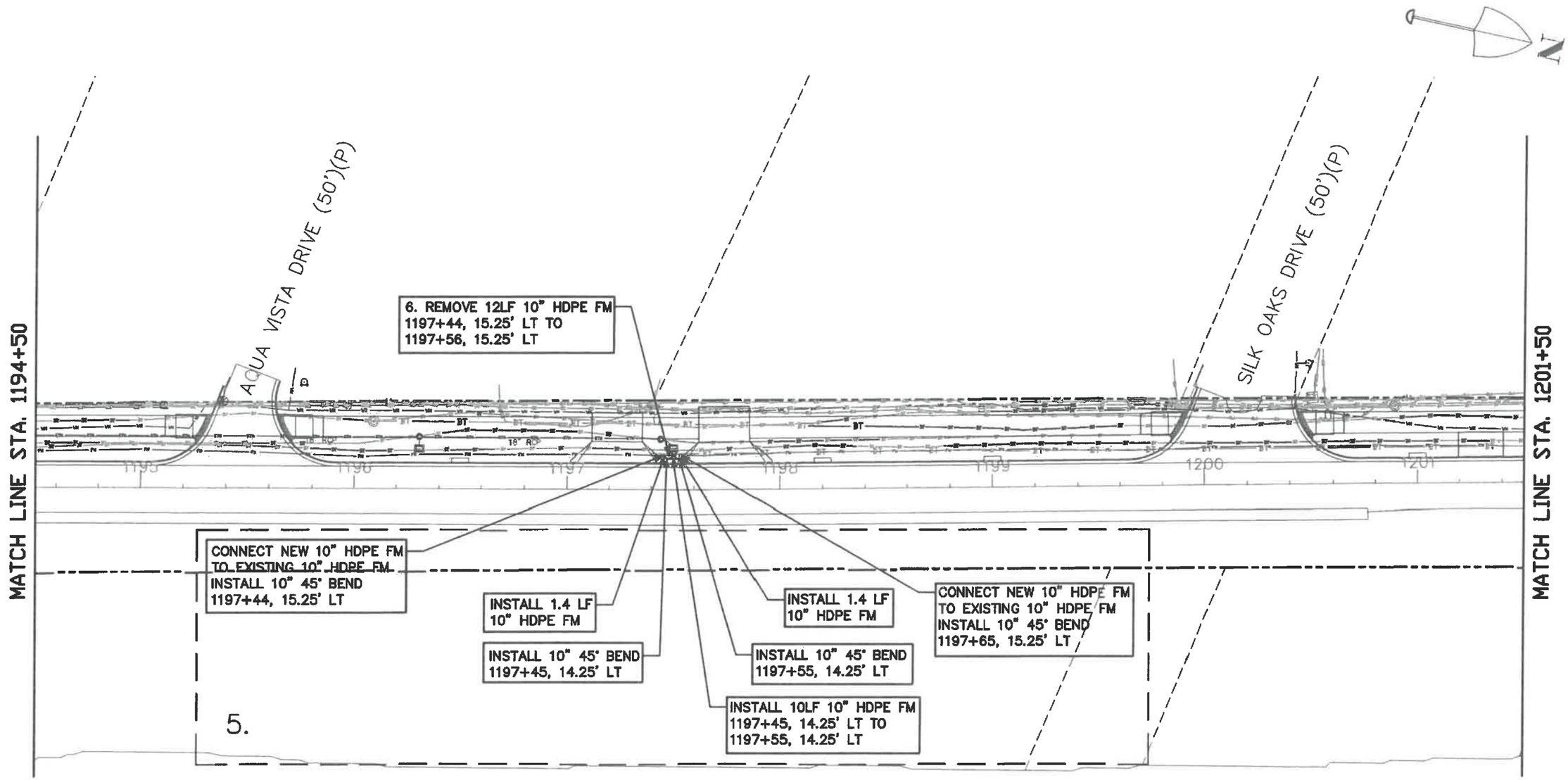
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1187+50 – 1194+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	8 of 37



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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1194+50 – 1201+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	9 of 37

N

SUNSET BOULEVARD (50')(P)

30. ADJUST FM VALVE COVER TO MATCH GRADE 1204+53, 18' LF

8. REMOVE 10" HDPE FM 16' LF 1207+55, 18' LT TO 1207+71, 18' LT

CONNECT NEW 10" HDPE FM TO EXISTING 10" HDPE FM INSTALL 10" 45° BEND 1207+71, 18' LT

CONNECT NEW 10" HDPE FM TO EXISTING 10" HDPE FM INSTALL 10" 45° BEND 1207+55, 18' LT

INSTALL 4 LF 10" HDPE FM

INSTALL 10" 45° BEND 1207+58, 15' LT

INSTALL 4 LF 10" HDPE FM

INSTALL 10" 45° BEND 1207+68, 15' LT

INSTALL 10LF 10" HDPE FM 1207+58, 15' LT TO 1207+68, 15' LT

MATCH LINE STA. 1201+50

MATCH LINE STA. 1208+50

T202 T203 T204 T205 T206 T207 T208

7.

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CONSTRUCTION
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NO.	DATE	REVISIONS	BY

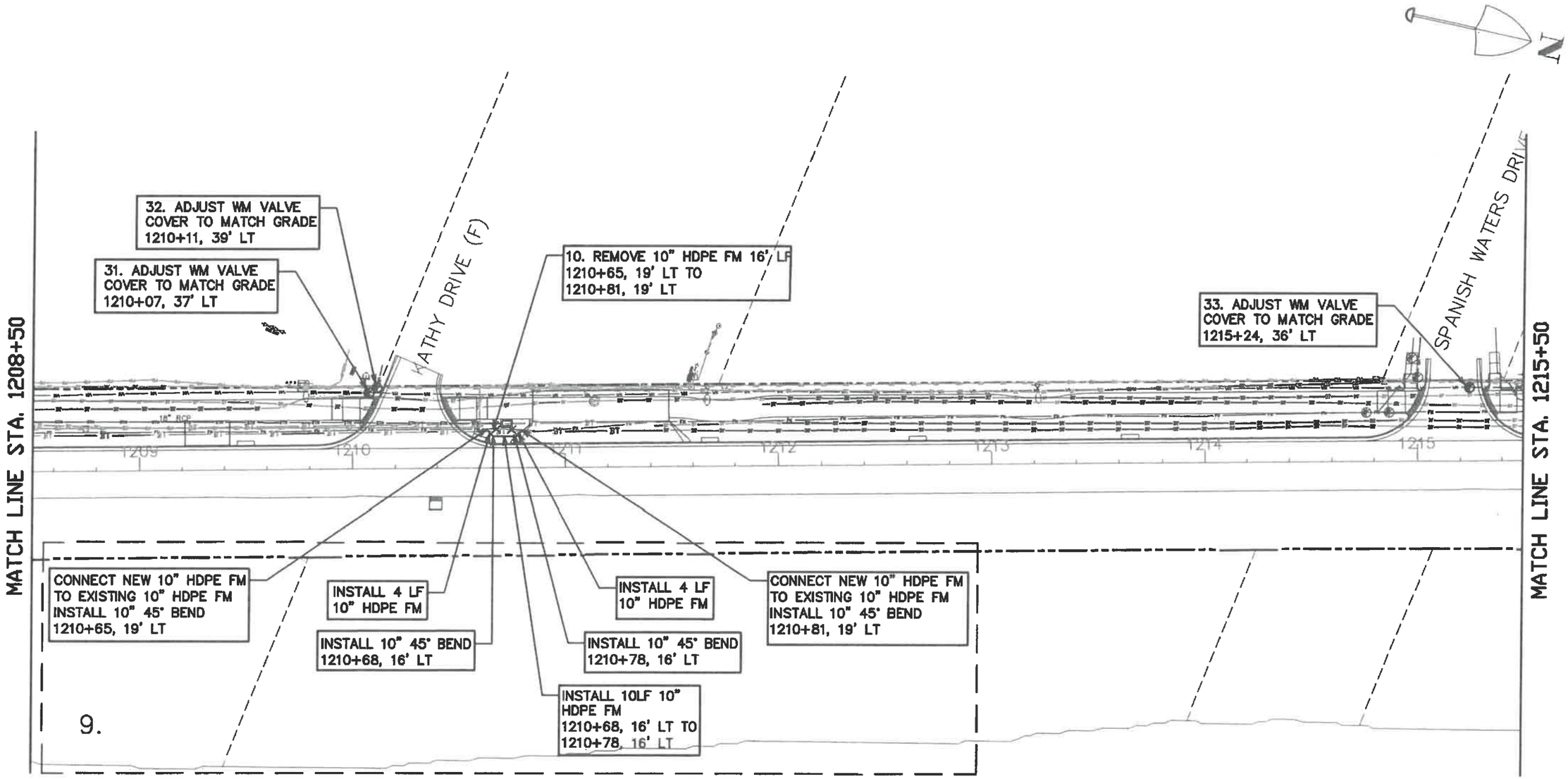
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UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1201+50 – 1208+50

DATE: 10/15/25
SCALE: 1" = 50'
DRAWN BY: MC
PROJECT NO.:
FILE NAME:
SHEET: 10 of 37



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10-16-25

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BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

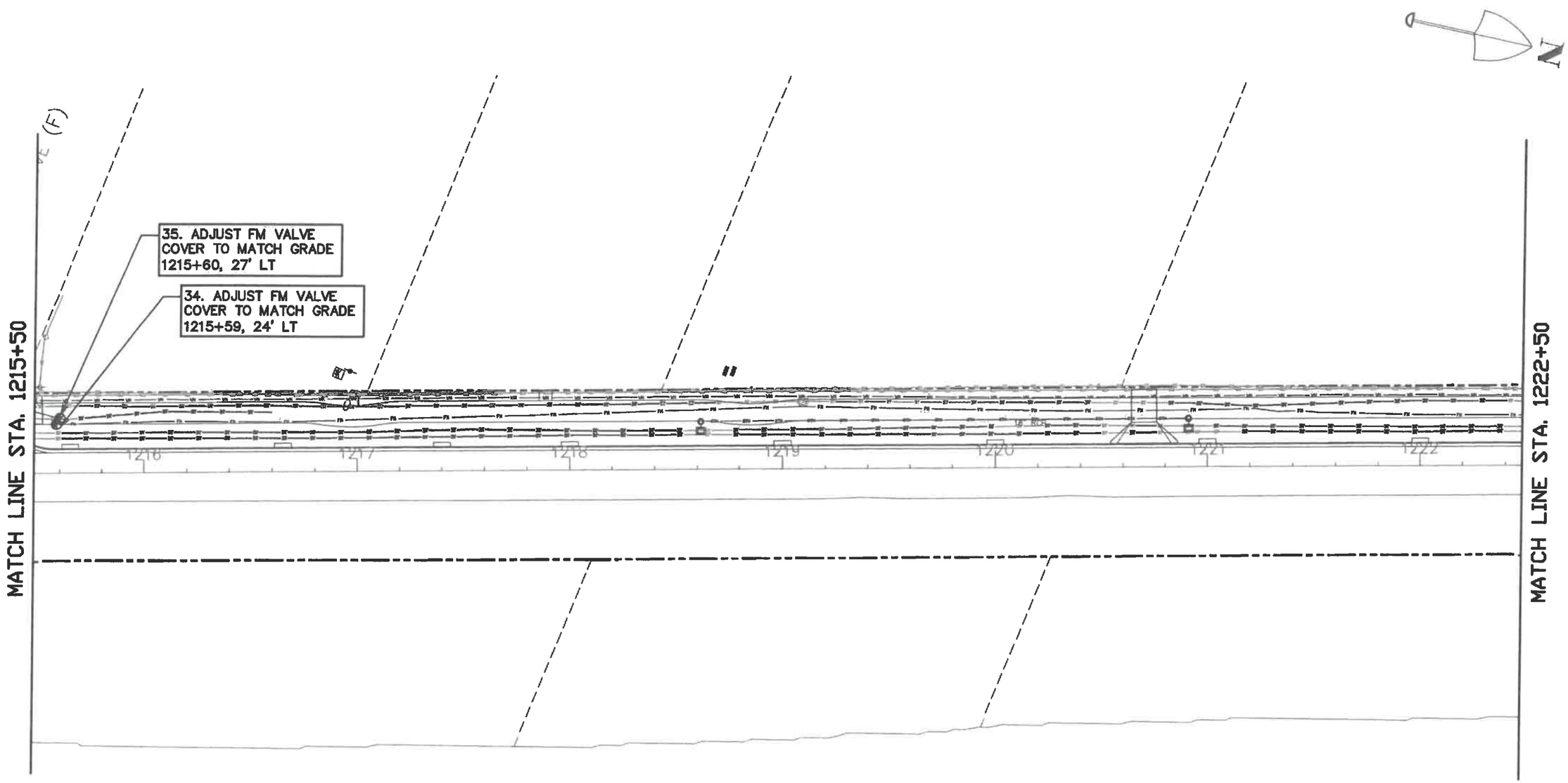
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1208+50 – 1215+50

DATE: 10/15/25	PROJECT NO.:
SCALE: 1" = 50'	FILE NAME:
DRAWN BY: MC	SHEET: 11 of 37



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LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

DRAWING STATUS	
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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

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ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1215+50 – 1222+50

DATE:	10/15/25
SCALE:	1" = 50'
DRAWN BY:	MC
PROJECT NO.:	
FILE NAME:	
SHEET:	12 of 37

N

MATCH LINE STA. 1222+50

MATCH LINE STA. 1229+50

OCEAN BREEZE CIR.

36. ADJUST WM VALVE COVER TO MATCH GRADE 1223+80, 38' LT

12. REMOVE 8" HDPE FM 22' LF 1225+55, 20' LT TO 1225+77, 20' LT

37. ADJUST WM, VALVE COVER TO MATCH GRADE 1226+77, 35' LT

1223 1224 1225 1226 1227 1228 1229

CONNECT NEW 8" HDPE FM TO EXISTING 8" HDPE FM INSTALL 8" 45° BEND 1225+55, 20' LT

INSTALL 8.44 LF 8" HDPE FM

INSTALL 8" 45° BEND 1225+61, 14' LT

INSTALL 10LF 8" HDPE FM 1225+61, 14' LT TO 1225+71, 14' LT

INSTALL 8.44 LF 8" HDPE FM

INSTALL 8" 45° BEND 1225+71, 14' LT

CONNECT NEW 8" HDPE FM TO EXISTING 8" HDPE FM INSTALL 8" 45° BEND 1225+77, 20' LT

11.

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LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

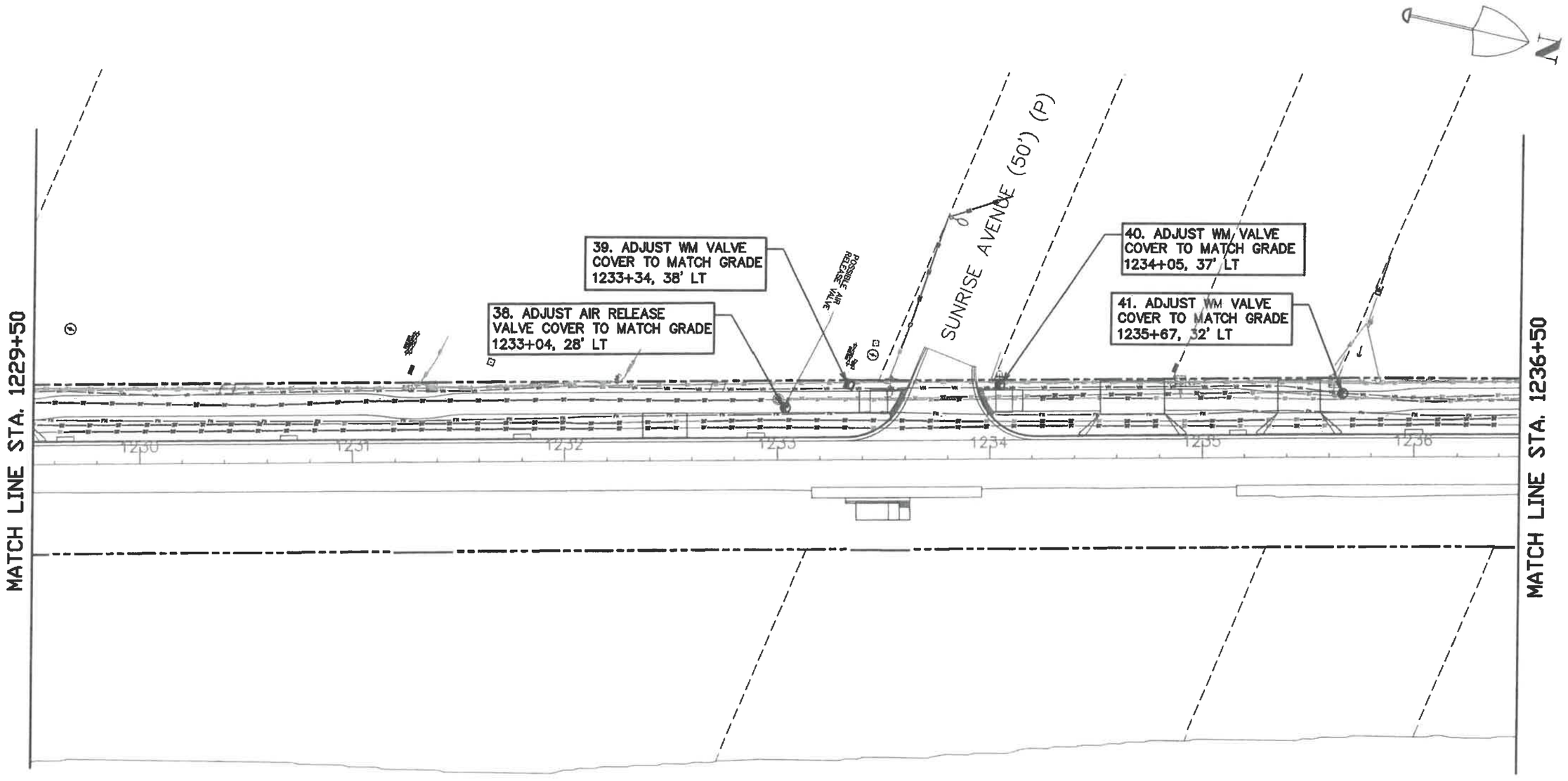
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1222+50 – 1229+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	13 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1228+50 – 1236+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	14 of 37

MATCH LINE STA. 1236+50

MATCH LINE STA. 1243+50

BRIGGS DRIVE (50') (P)

BERKLEY ROAD (50') (DEED P

1237 1238 1239 1240 1241 1242 1243

42. ADJUST WM VALVE
COVER TO MATCH GRADE
1237+35, 27' LT

43. ADJUST FM VALVE
COVER TO MATCH GRADE
1239+23, 22' LT

44. ADJUST WM VALVE
COVER TO MATCH GRADE
1239+32, 30' LT

13. RELOCATE FIRE HYDRANT;
1240+68, FROM 29' LT TO 45' LT
INSTALL 16 LF 6" PVC WM

ADJUST WM VALVES (2)
COVER TO MATCH GRADE
45. 1240+67, 29' LT
46. 1240+71, 30' LT

14. RELOCATE FIRE HYDRANT;
1242+61, FROM 29' LT TO 45' LT
INSTALL 16 LF 6" PVC WM

ADJUST WM VALVES (2)
COVER TO MATCH GRADE
47. 1242+61, 29'LT
48. 1242+63, 28' LT

DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1236+50 – 1243+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	15 of 37

N

50. ADJUST WATER STAND PIPE IF REQUIRED 1245+58, 37' LT

49. ADJUST WM VALVE COVER TO MATCH GRADE 1245+58, 35' LT

51. ADJUST FM VALVE COVER TO MATCH GRADE 1246+42, 22' LT

WISTERIA DRIVE (F)

MATCH LINE STA. 1243+50

MATCH LINE STA. 1250+50

1244 1245 1246 1247 1248 1249 1250

DAVID WESLEY MARTIN LICENSE No. 46744 STATE OF FLORIDA PROFESSIONAL ENGINEER

10-16-25

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BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

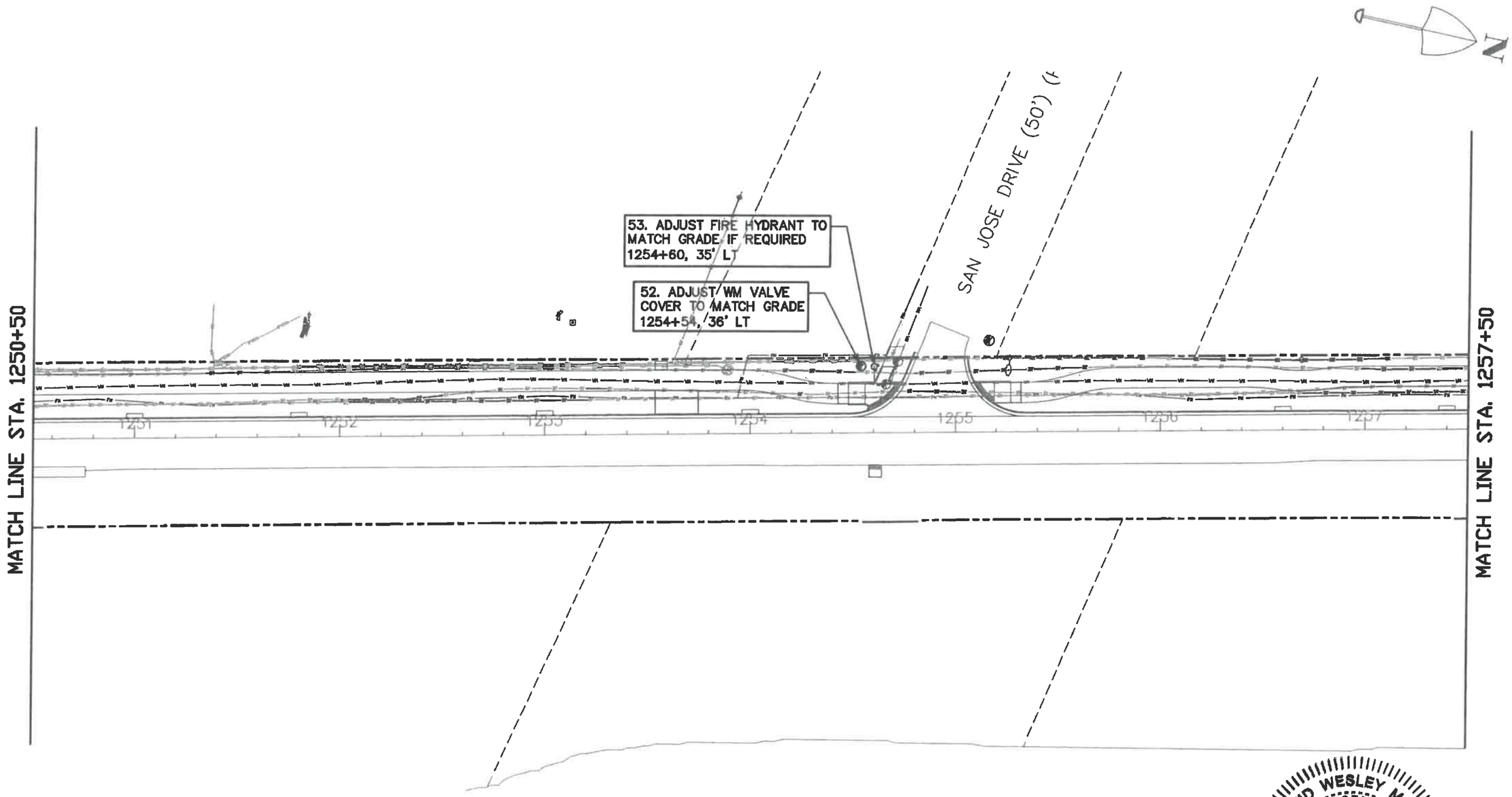
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1243+50 – 1250+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	18 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	RECORD

NO.	DATE	REVISIONS	BY

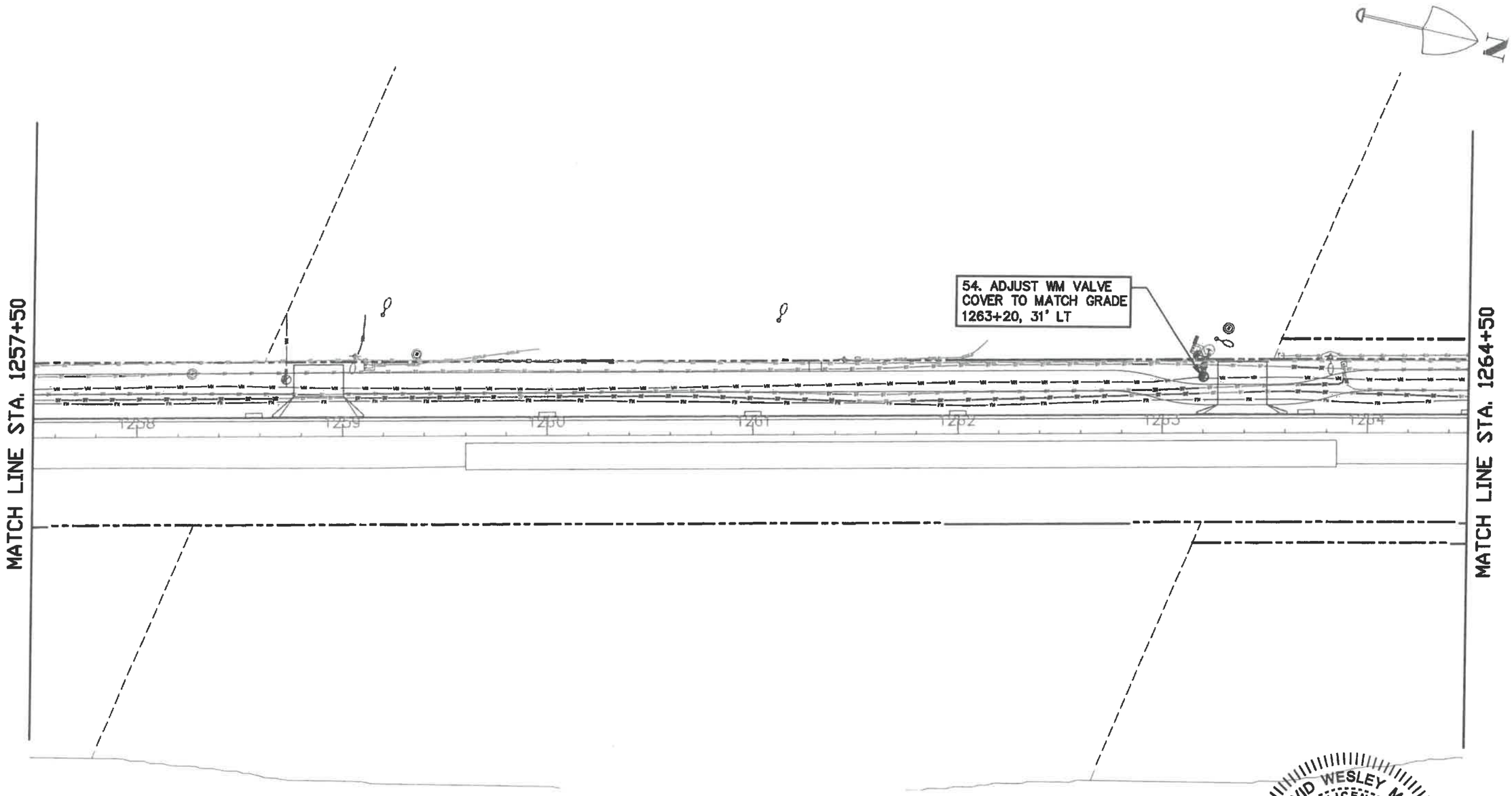
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN **1250+50 – 1257+50**

DATE: 10/15/25
SCALE: 1" = 50'
DRAWN BY: MC
PROJECT NO.:
FILE NAME:
SHEET: 17 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	CONSTRUCTION
	RECORD

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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1257+50 – 1264+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	18 of 37

N

MATCH LINE STA. 1264+50

MATCH LINE STA. 1271+50

SUNNY BEACH DRIVE (50') (P)

59. ADJUST WM VALVE COVER TO MATCH GRADE 1266+53, 36' LT

58. ADJUST WM VALVE COVER TO MATCH GRADE 1266+49, 36' LT

56. ADJUST WM VALVE COVER TO MATCH GRADE 1266+35, 37' LT

57. ADJUST FIRE HYDRANT TO MATCH GRADE 1266+35, 39' LT

60. ADJUST WM VALVE COVER TO MATCH GRADE 1266+89, 36' LT

61. ADJUST FM VALVE COVER TO MATCH GRADE 1269+29, 28' LT

15.

CONNECT NEW 8" HPDE FORCE MAIN TO EXISTING 8" HDPE FORCE MAIN. INSTALL 8" 45° BEND 1269+80, 20; LT

INSTALL 12 LF 8" HDPE FM

INSTALL 8" 45° BEND 1269+89, 28' LT

INSTALL 8" HDPE FM ≈ 567 LF TOTAL

1265 1266 1267 1268 1269 1270 1271

55. ADJUST WM VALVE COVER TO MATCH GRADE 1265+23, 39' LT

62. ADJUST WM VALVE COVER TO MATCH GRADE 1270+49, 37' LT

16. REMOVE 8" HDPE FORCE MAIN 580 LF FROM 1269+80, 20' LT TO 1275+60, 24' LT

DAVID WESLEY MARTIN LICENSE No. 46744 STATE OF FLORIDA PROFESSIONAL ENGINEER

10-16-25

DRAWING STATUS

	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1264+50 – 1271+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	19 of 37

N

MATCH LINE STA. 1271+50

IMPERIAL DRIVE (50') (P)

SURFSIDE DRIVE (50') (P)

MATCH LINE STA. 1278+50

1272 1273 1274 1275 1276 1277 1278

ADJUST WM VALVE COVERS (2) TO MATCH GRADE
63. 1273+86, 37' LT &
64. 1275+00, 37' LT

65. ADJUST WM VALVE COVER TO MATCH GRADE
1277+25, 37' LT

INSTALL 8" HDPE FM ~ 567 LF TOTAL

REMOVE 8" HDPE FORCE MAIN 580 LF FROM
1269+80, 20' LT TO
1275+60, 24' LT

INSTALL 8" 45° BEND
1275+60, 28' LT

INSTALL 5 LF 8" HDPE FORCE MAIN

CONNECT NEW FORCE MAIN TO EXISTING 6" HDPE FORCE MAIN
INSTALL 8" 45° BEND
1275+60, 24' LT

15.

DAVID WESLEY MARTIN
LICENSE
No. 46744
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PROFESSIONAL ENGINEER
10-16-25

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	RECORD

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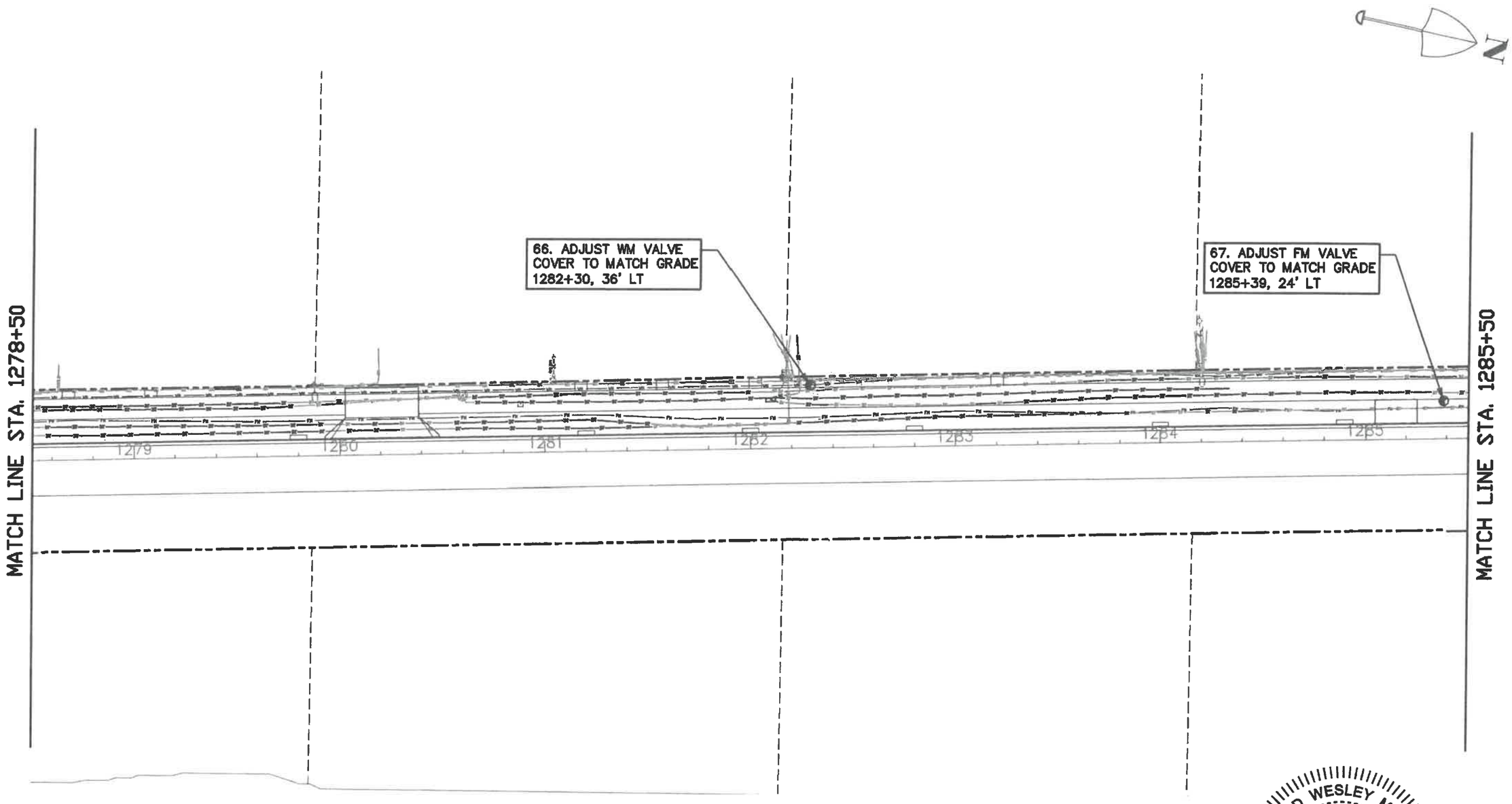
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1271+50 – 1278+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	20 of 37



DAVID WESLEY MARTIN
LICENSE
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STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	RECORD

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City of Ormond Beach
Engineering Division

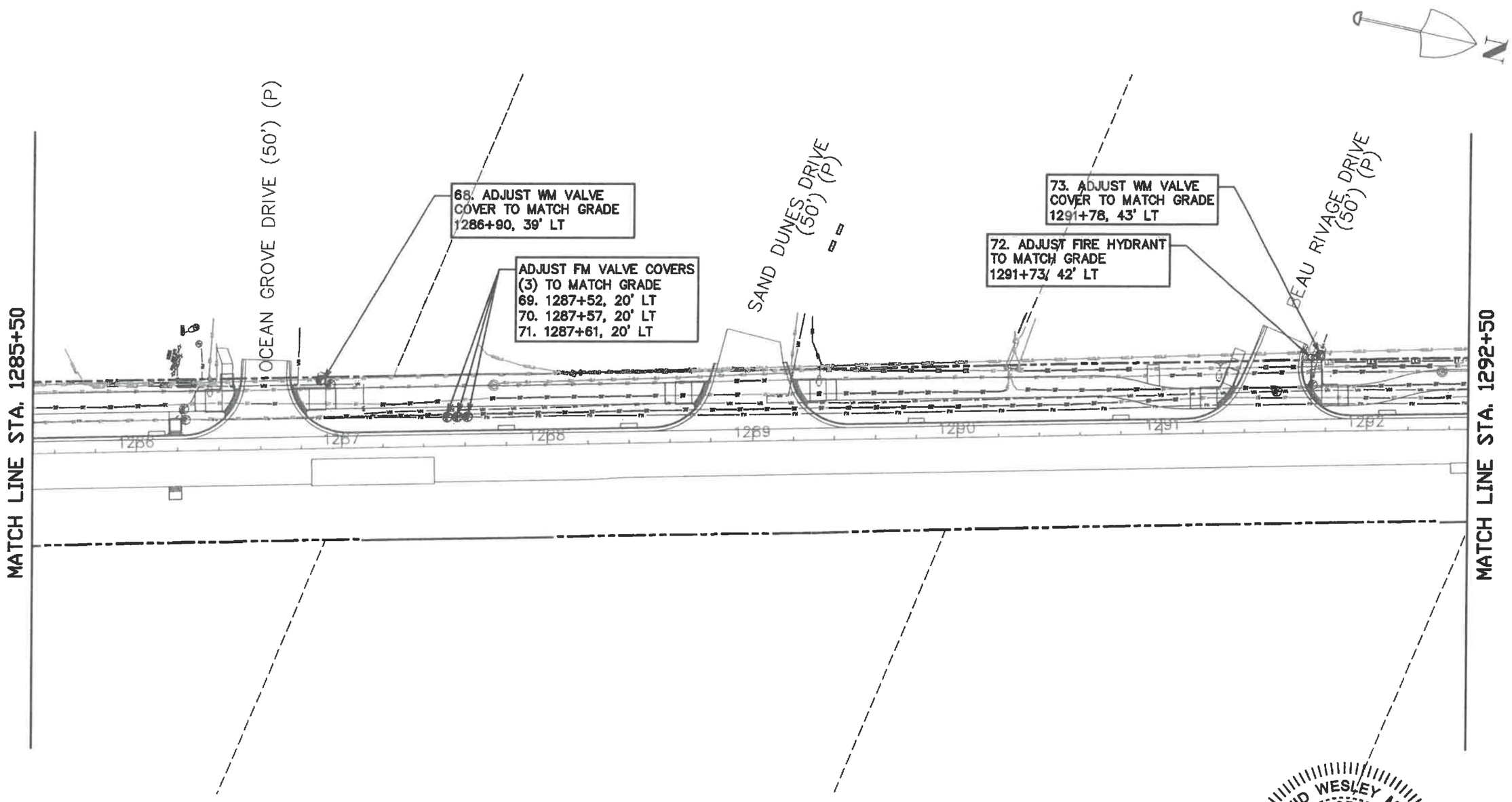
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN **1278+50 – 1285+50**

DATE: 10/15/25
SCALE: 1" = 50'
DRAWN BY: MC

PROJECT NO.:
FILE NAME:
SHEET: 21 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

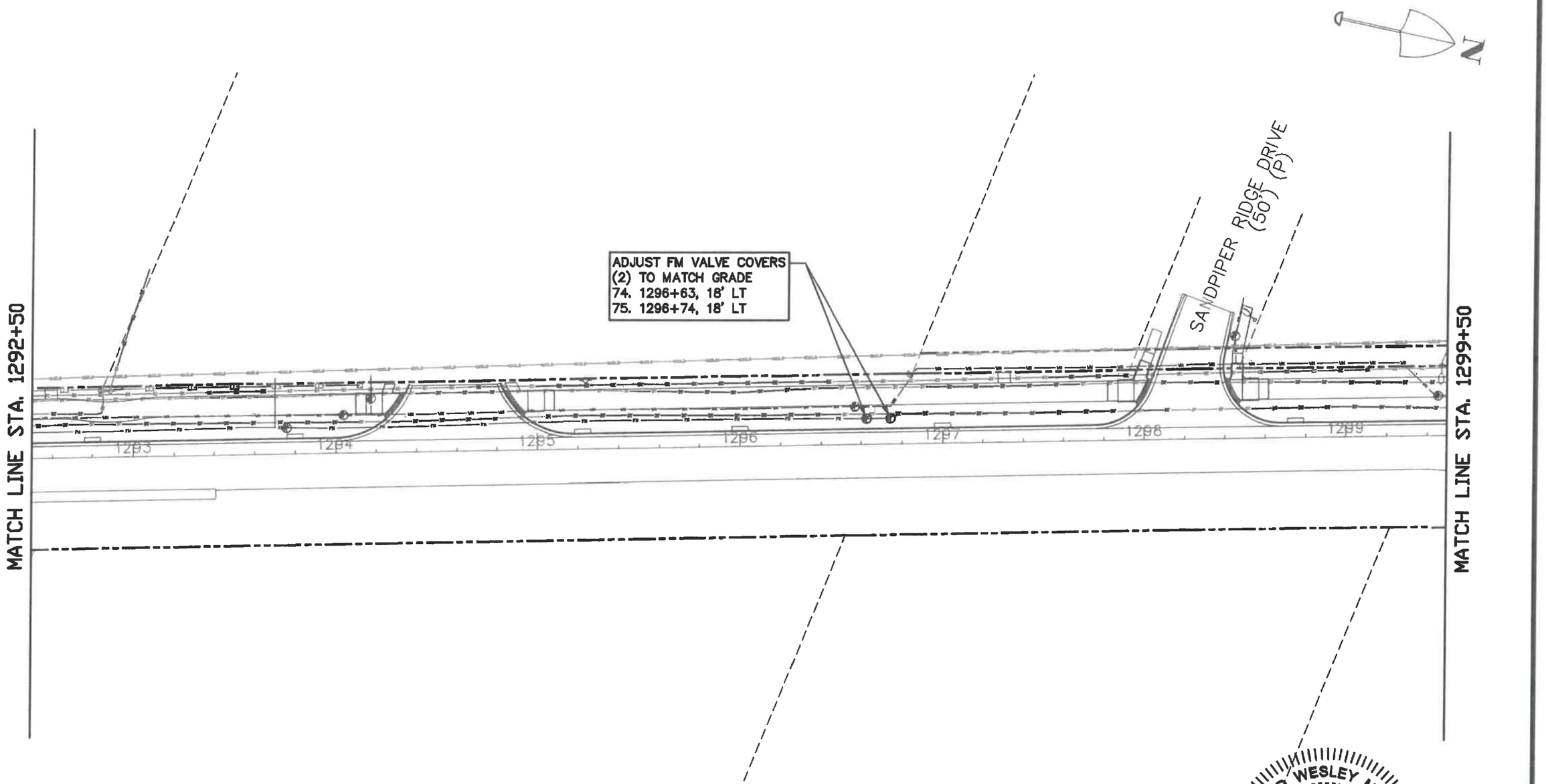
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1285+50 – 1292+50

DATE: 10/15/25	PROJECT NO.:
SCALE: 1" = 50'	FILE NAME:
DRAWN BY: MC	SHEET: 22 of 37



DAVID WESLEY MARTIN
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PROFESSIONAL ENGINEER
10-16-25

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	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

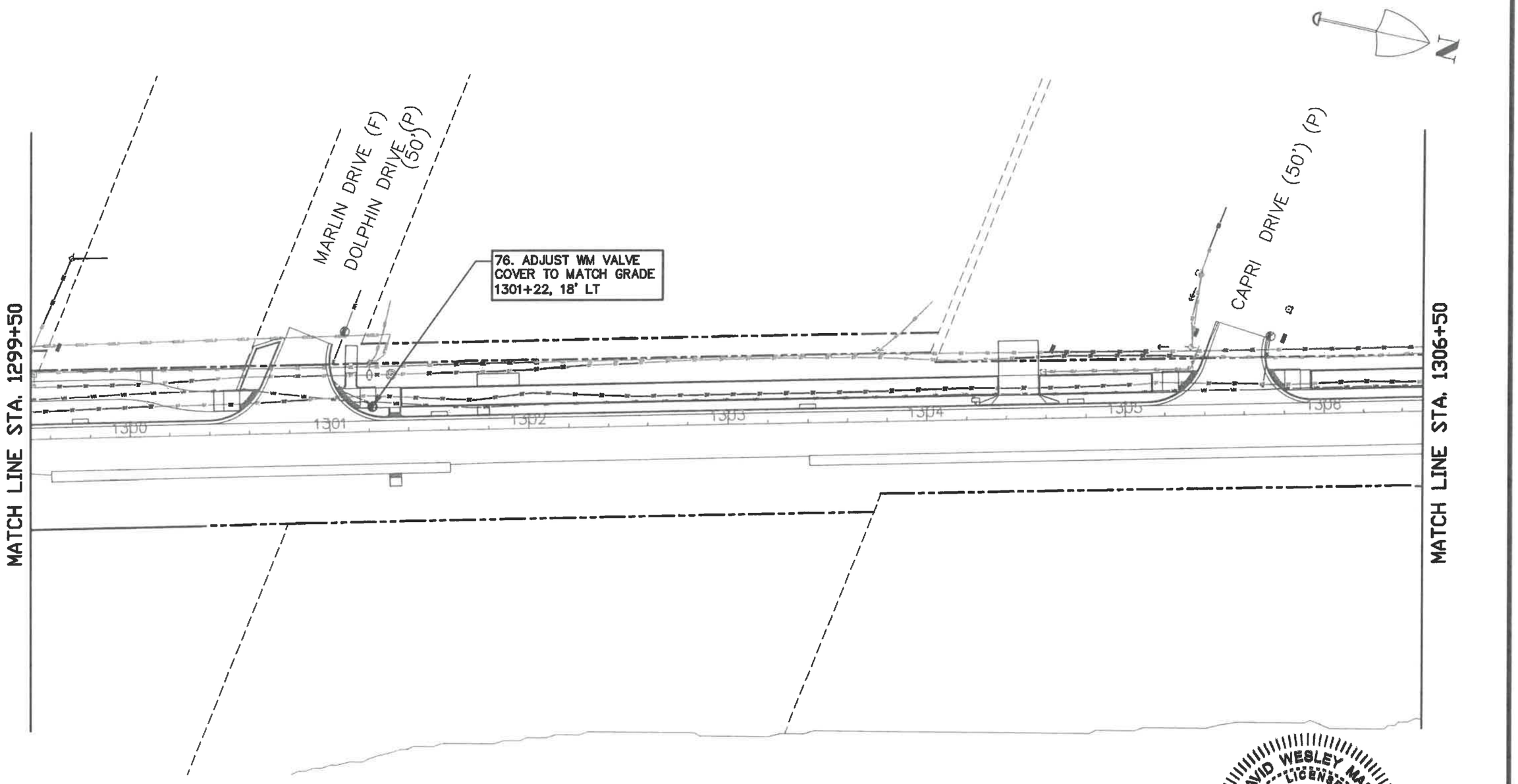
JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1292+50 – 1299+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	23 of 37



DAVID WESLEY MARTIN LICENSE No. 46744 STATE OF FLORIDA PROFESSIONAL ENGINEER
10-16-25

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	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1299+50 – 1306+50

DATE:	10/15/25
SCALE:	1" = 50'
DRAWN BY:	MC
PROJECT NO.:	
FILE NAME:	
SHEET:	24 of 37

N

MATCH LINE STA. 1306+50

MATCH LINE STA. 1313+50

AVALON DRIVE (50') (P)

1307 1308 1309 1310 1311 1312 1313

77. ADJUST WM VALVE COVER TO MATCH GRADE 1311+38, 47' LT

78. ADJUST FIRE HYDRANT TO MATCH GRADE 1311+59, 40' LT

DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

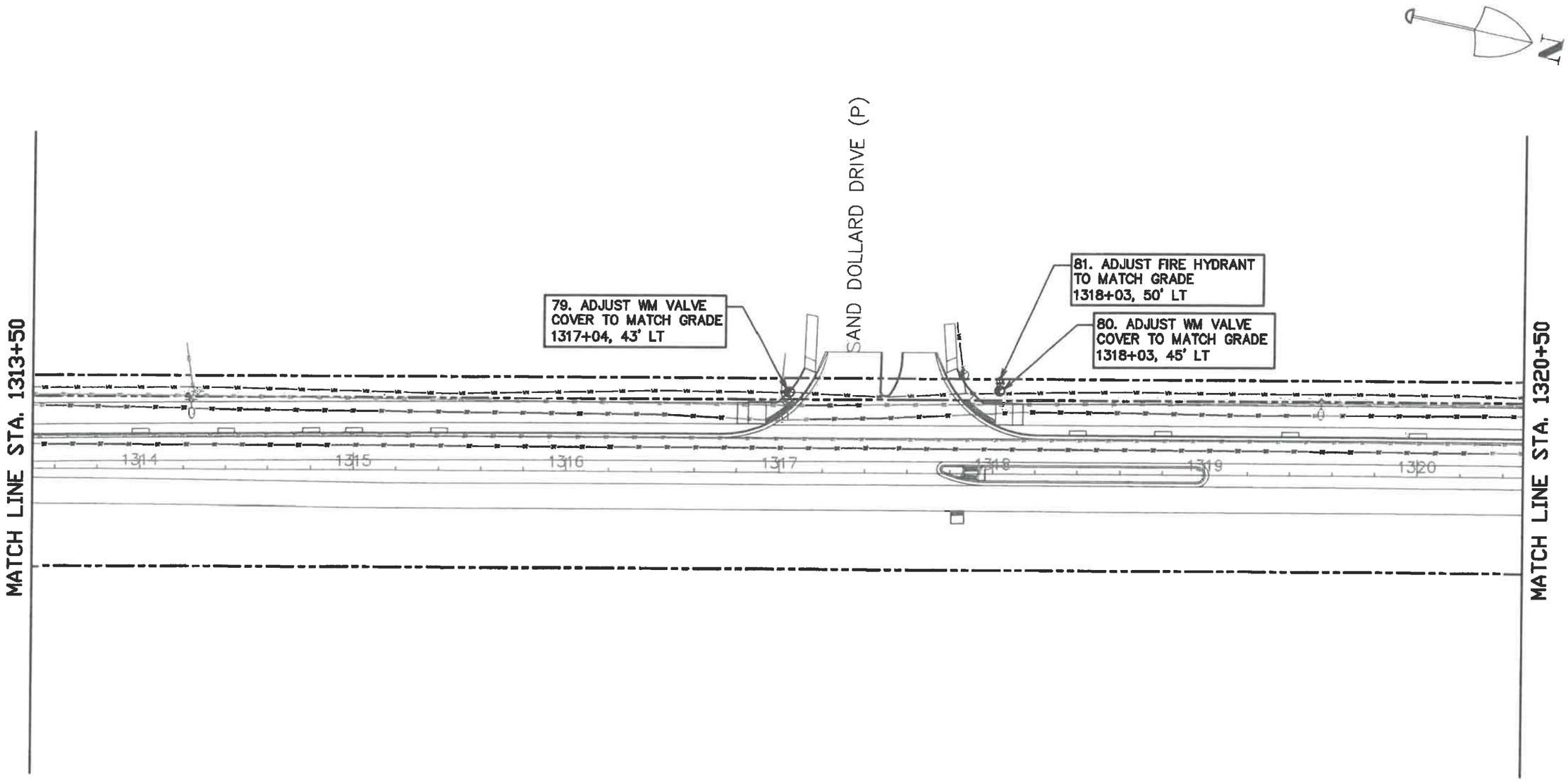
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1306+50 – 1313+50

DATE: 10/15/25	PROJECT NO.:
SCALE: 1" = 50'	FILE NAME:
DRAWN BY: MC	SHEET: 25 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

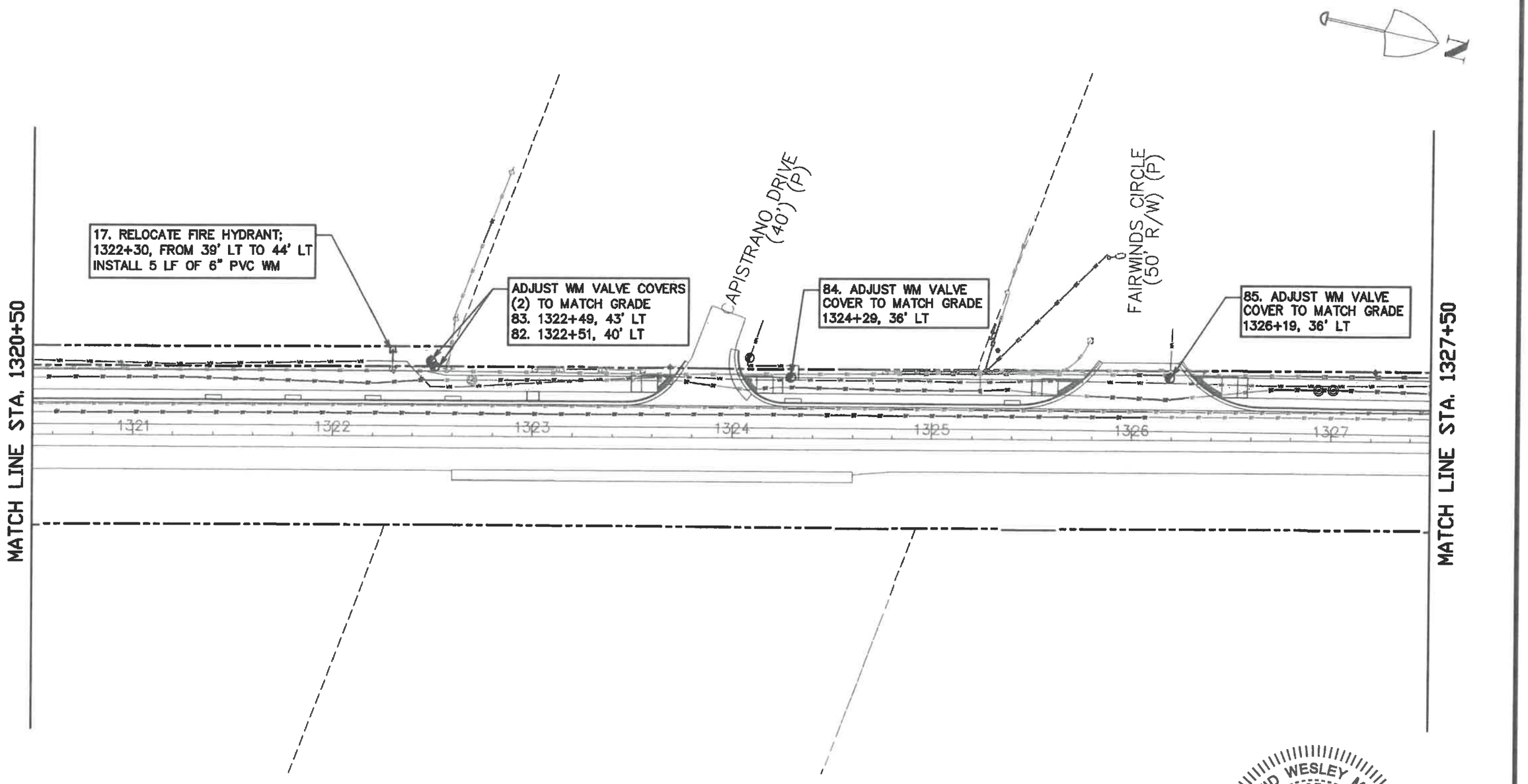
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1313+50 – 1320+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	26 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LEBLUE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1320+50 – 1327+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	27 of 37

18. RELOCATE FIRE HYDRANT
1329+34, FROM 32' LT TO 37' LT
INSTALL 5 LF OF 6" PVC

86. ADJUST WM VALVE
COVER TO MATCH GRADE
1329+34, 32' LT

87. ADJUST WM VALVE
COVER TO MATCH GRADE
1330+00, 35' LT

88. ADJUST WM VALVE
COVER TO MATCH GRADE
1331+80, 33' LT

19. RELOCATE WATER STANDPIPE
1333+46, FROM 30' LT TO 38' LT
INSTALL 8 LF 6" PVC

89. ADJUST WM VALVE
COVER TO MATCH GRADE
1333+46, 30' LT

90. ADJUST WM VALVE
COVER TO MATCH GRADE
1334+43, 26' LT

MATCH LINE STA. 1327+50

MATCH LINE STA. 1334+50

1328 1329 1330 1331 1332 1333 1334

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	CONSTRUCTION
	RECORD

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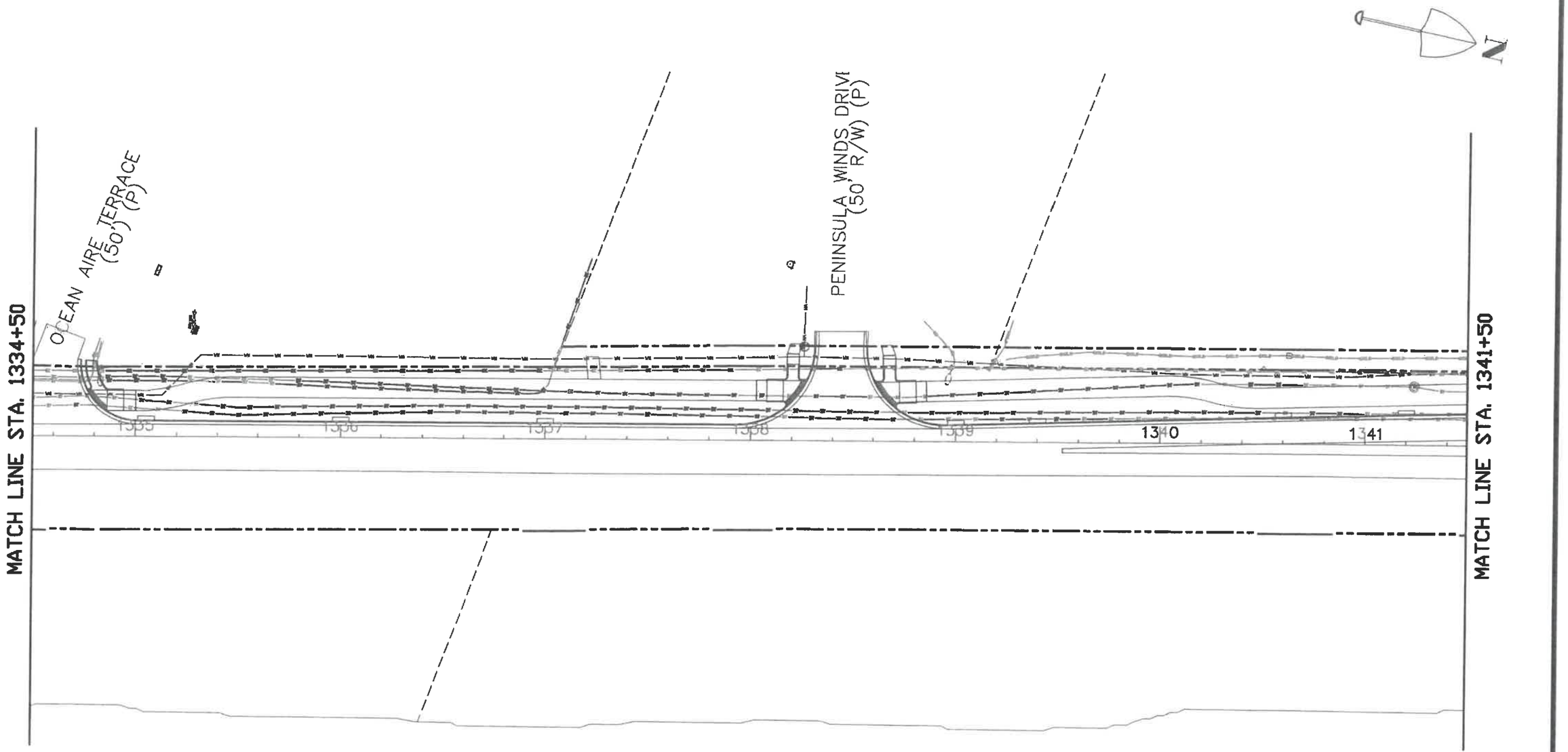
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1327+50 – 1334+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	28 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

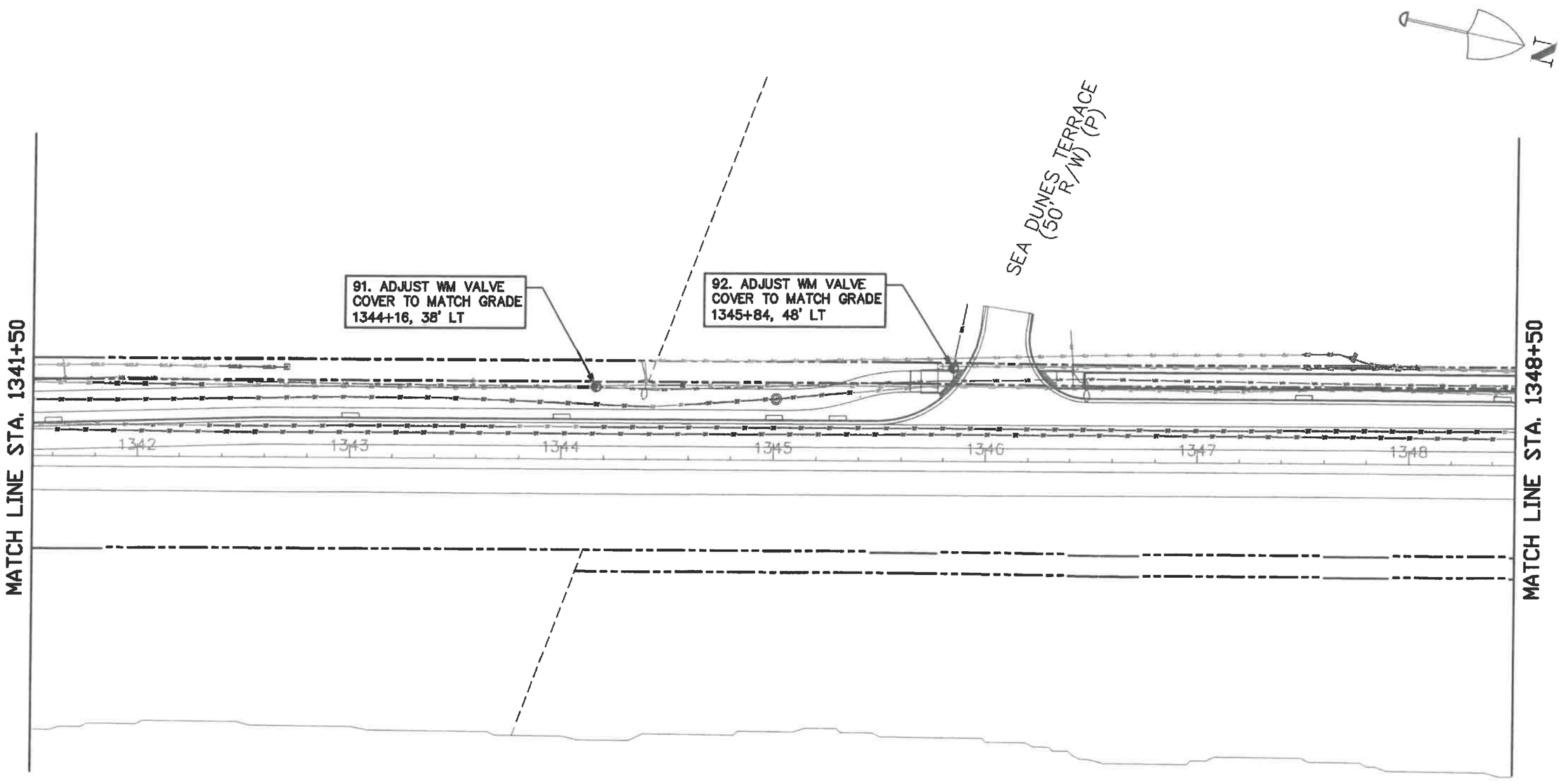
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1334+50 – 1341+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	29 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

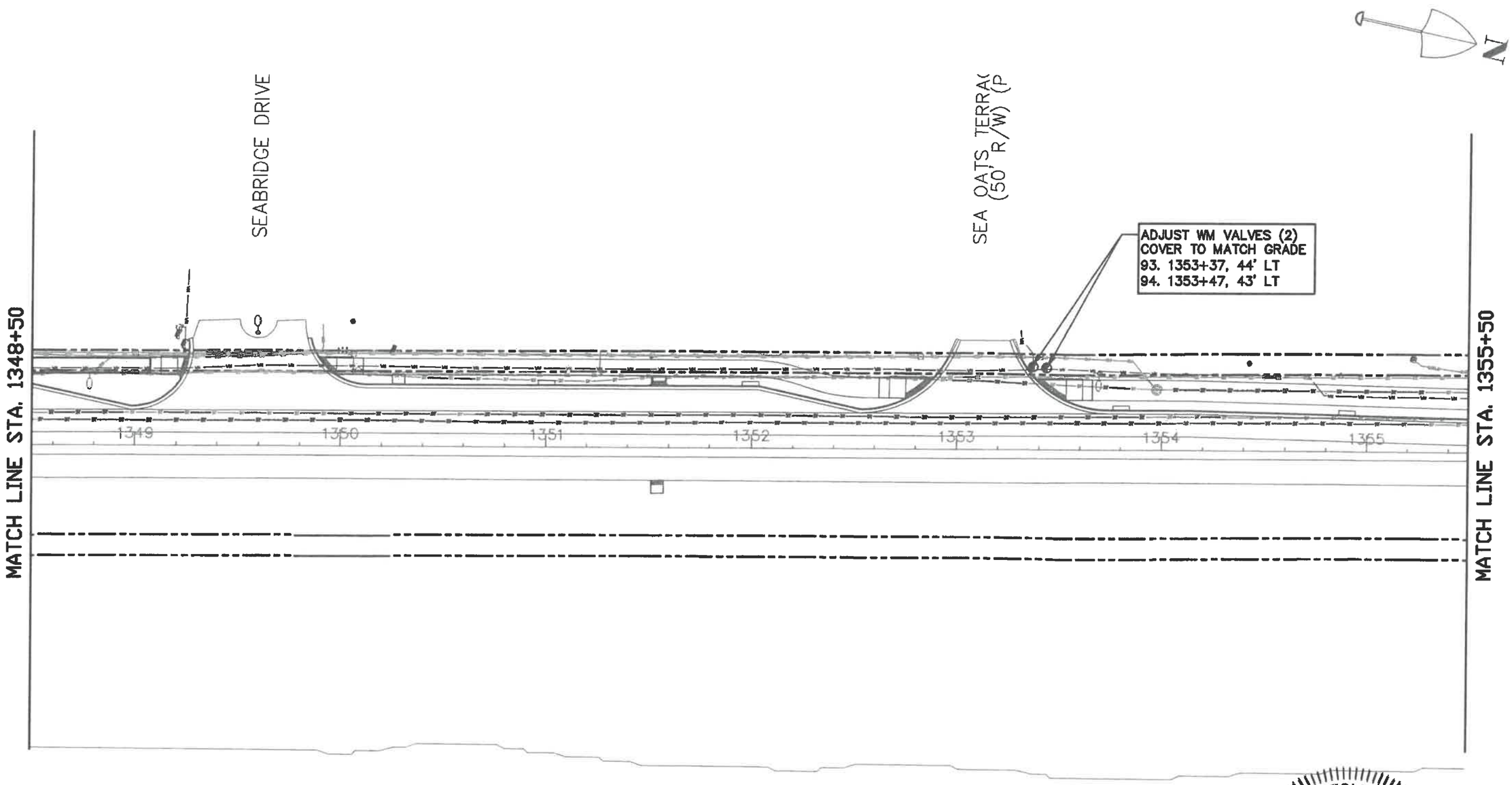
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1341+50 – 1348+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	30 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

DRAWING STATUS	
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	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1348+50 – 1355+50

DATE:	10/16/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	31 of 37

N

MATCH LINE STA. 1355+50

MATCH LINE STA. 1362+50

95. ADJUST WM VALVE
COVER TO MATCH GRADE
1361+00, 31' LT

1356 1357 1358 1359 1360 1361 1362

DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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	CONSTRUCTION
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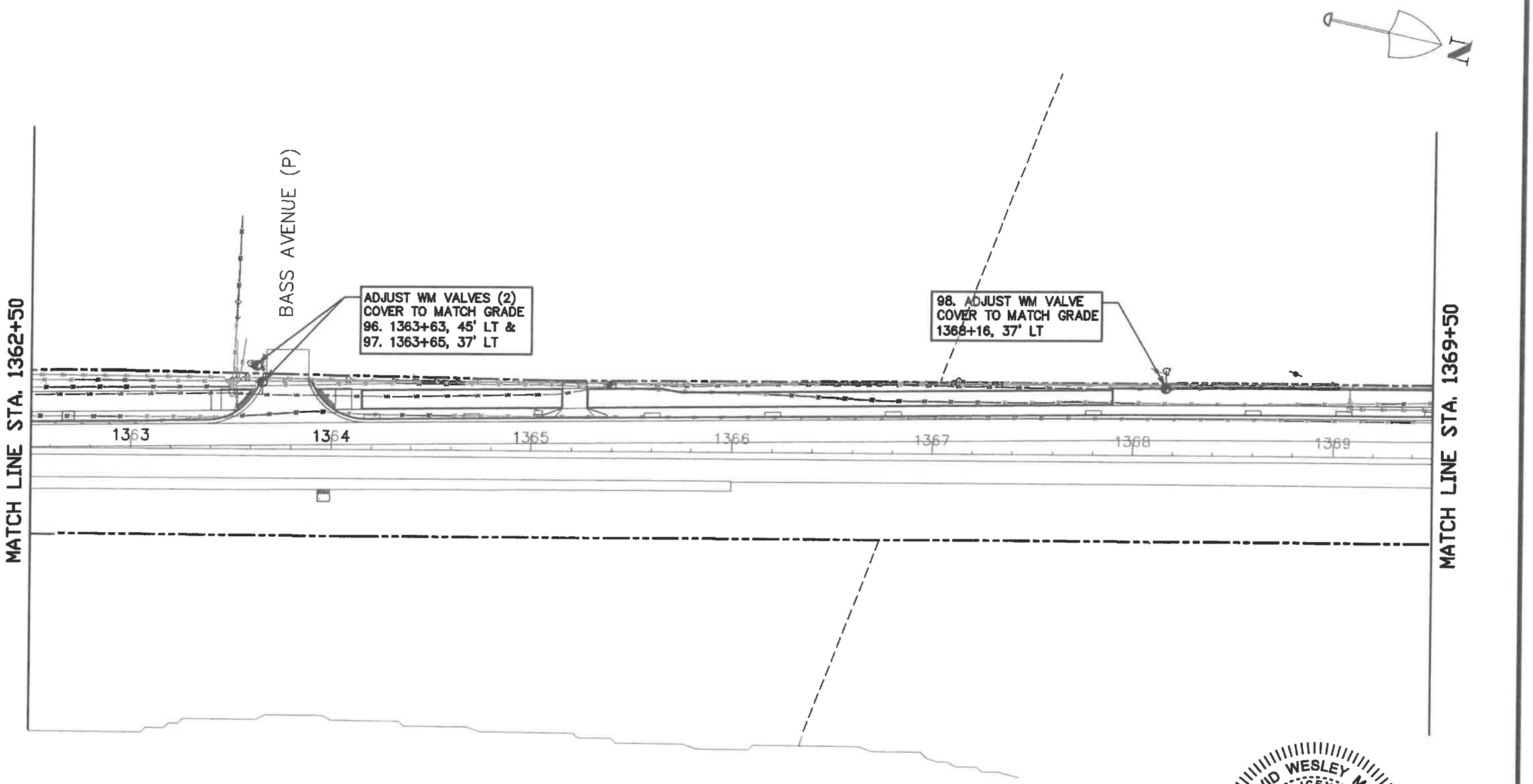
City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1355+50 – 1362+50

DATE: 10/15/25	PROJECT NO.:
SCALE: 1" = 50'	FILE NAME:
DRAWN BY: MC	SHEET: 32 of 37



DAVID WESLEY MARTIN
LICENSE
No. 46744
STATE OF FLORIDA
PROFESSIONAL ENGINEER
10-16-25

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City of Ormond Beach
Engineering Division

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JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1362+50 – 1369+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	33 of 37

MATCH LINE STA. 1369+50

MATCH LINE STA. 1376+50

COQUINA KEY DRIVE (50' R/W) (P)

CABLE

100. ADJUST WM VALVE COVER TO MATCH GRADE
1372+55, 42' LT

99. ADJUST FM MH COVER TO MATCH GRADE
1372+12, 45' LT

CONNECT NEW 8" PVC WATER MAIN TO EXISTING 8" HDPE WATER MAIN.
INSTALL 8" 45° BEND
1373+20, 43' LT

INSTALL 8" 45° BEND
1373+25, 38' LT

21. REMOVE 236 LF 8" PVC WATER MAIN
1373+20, 43' LT TO
1375+56, 44' LT

1370 1371 1372 1373 1374 1375 1376

INSTALL 7 LF
8" PVC WM

INSTALL 8" GATE VALVE
1373+26, 38' LT

INSTALL 220 LF 8" PVC WATER MAIN

INSTALL 8" 45° BEND
1375+46, 35' LT

INSTALL 12 LF
8" PVC WM

CONNECT NEW 8" PVC WATER MAIN TO EXISTING 8" PVC WATER MAIN.
INSTALL 8" 45° BEND
1375+56, 44' LT

20.

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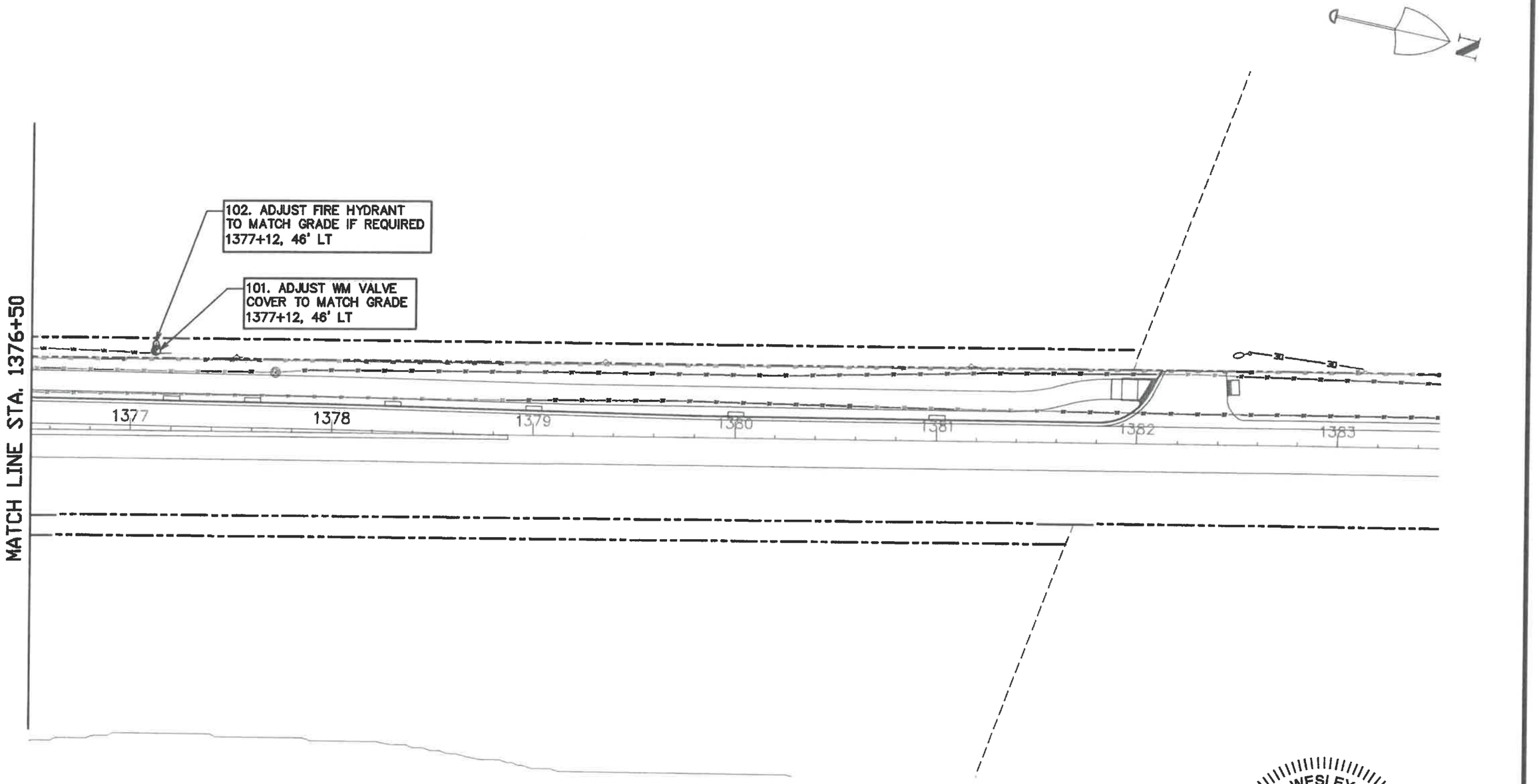
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1369+50 – 1376+50

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 50'	FILE NAME:	
DRAWN BY:	MC	SHEET:	34 of 37



DAVID WESLEY MARTIN
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10-16-25

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- BID
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- CONSTRUCTION
- RECORD

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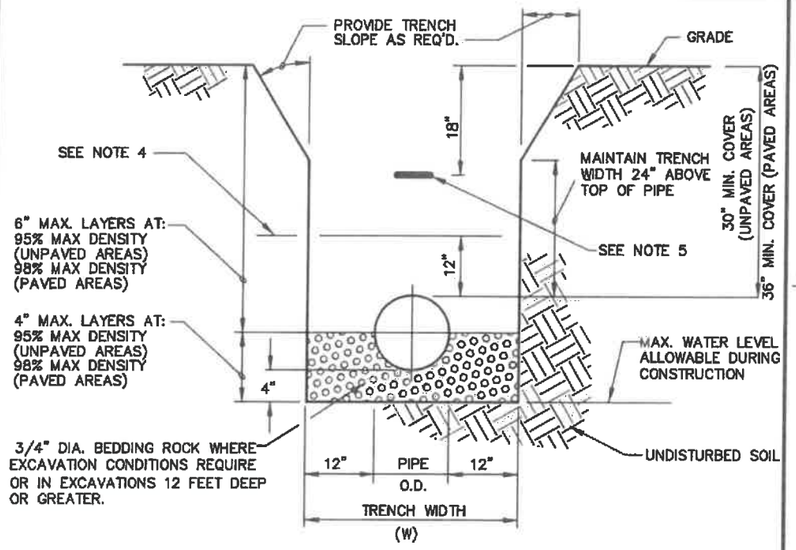
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A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

PLAN 1376+50 – 1383+50

DATE: 10/15/25
SCALE: 1" = 50'
DRAWN BY: MC
PROJECT NO.:
FILE NAME:
SHEET: 35 of 37

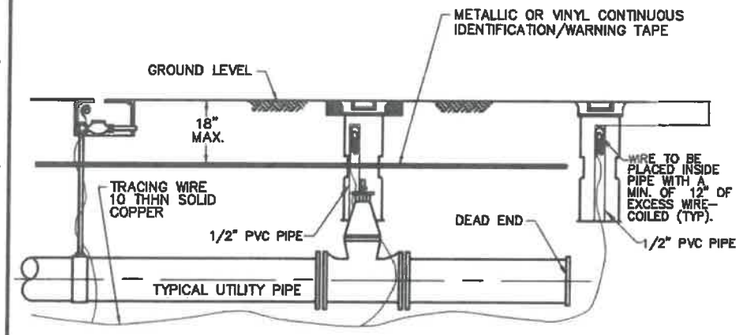


PIPE INSTALLATION DETAIL

NOTES:

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
4. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
5. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.

STANDARD CONSTRUCTION DETAIL	INDEX
PIPE INSTALLATION	M-9
NTS	MAY 2020



ALL PVC PIPE, OR OTHER CITY APPROVED NONMETALLIC PIPE INSTALLED WITHIN THE CITY'S WATER, SANITARY SEWER, OR RECLAIMED WATER SYSTEMS, SHALL BE INSTALLED WITH 10 THHN SOLID COPPER TRACING WIRE. IF PIPE IS INSTALLED BY DIRECTIONAL BORE, USE (2) 10 THHN SOLID COPPER TRACING WIRE.

THE TRACING WIRE MUST BE INSTALLED DIRECTLY BELOW THE PIPE AND BROUGHT TO THE SURFACE AT 500' MINIMUM INTERVALS. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND BE COILED AND PLACED IN A VALVE BOX, METER BOX, MANHOLE, CLEANOUT OR OTHER APPLICABLE STRUCTURE.

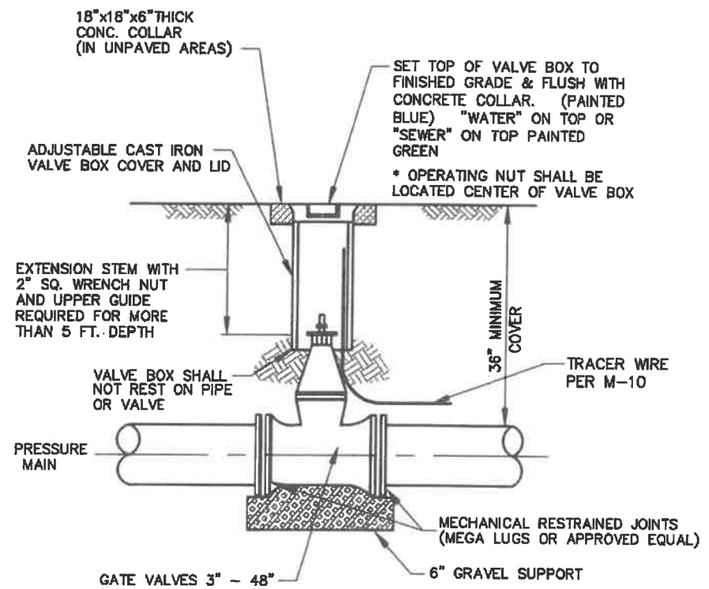
TRACING WIRE BETWEEN INTERVALS SHALL BE INSTALLED SO AS TO PROVIDE CONTINUOUS CURRENT WHEN LINE LOCATION EQUIPMENT IS CONNECTED TO THE TRACING WIRE. WIRE BRANCHING FROM MAIN LINES SHALL BE LINKED BY A CITY APPROVED CONNECTOR SUCH AS KING # 2011 SAFETY SEALED CONNECTORS OR APPROVED EQUAL.

COLOR CODING:

POTABLE WATER SYSTEM:	BLUE
RECLAIMED WATER SYSTEM:	LAVENDER
SANITARY SEWER FORCE MAIN SYSTEM:	GREEN
RAW WATER MAIN SYSTEM:	WHITE

1. POTABLE WATER AND RECLAIMED WATER SYSTEMS: WIRE SHALL BE INSTALLED BELOW ALL MAINS AND SERVICE LINES AND ATTACHED TO VALVES, HYDRANTS AND FITTINGS. WIRE INSTALLED WITH SERVICE LINES SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE CURB STOP.
2. FIRE SPRINKLER LINES: WIRE SHALL CONNECT TO THE WIRE INSTALLED BELOW THE MAIN AND EXTEND TO THE RISER CONNECTION.
3. SANITARY SEWER FORCE MAINS: WIRE SHALL BE INSTALLED BELOW THE FORCE MAIN AND ATTACHED TO ALL VALVES AND FITTINGS AND BROUGHT TO THE SURFACE AND PLACED IN A METAL, CITY APPROVED, VALVE BOX.
4. DEAD END MAINS: WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED METAL VALVE BOX AT THE END OF THE RUN.
5. WIRE SHALL NOT BE FASTENED OR COILED TO VALVE OPERATING NUT.

STANDARD CONSTRUCTION DETAIL	INDEX
UTILITY PIPE LOCATION MATERIALS	M-10
NTS	MAY 2020



NOTE: USE RESTRAINED JOINT WHERE APPLICABLE.

QUARTER TURN BALL VALVE - FORD #B11-777-NL BALL VALVE FXF

GATE VALVES SHALL BE OPEN LEFT (C.C.W.)

STANDARD CONSTRUCTION DETAIL	INDEX
GATE VALVE AND VALVE BOX	W-2
NTS.	JUNE 2023

DAVID WESLEY MARTIN LICENSE No. 46744 STATE OF FLORIDA PROFESSIONAL ENGINEER 10-16-25

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

JASON LESLIE, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

A1A UTILITY RELOCATES PHASE 2
BID NO. 2026-10

DETAILS

DATE:	10/15/25	PROJECT NO.:	
SCALE:	1" = 20'	FILE NAME:	
DRAWN BY:	MC	SHEET:	38 OF 37

SCHEDULE OF LENGTHS OF RESTRAINED PVC PIPE (FT.)

FITTING	1/4 BEND	1/8 BEND	1/16 BEND	1/32 BEND	TEE OR DEAD END
PIPE SIZE (IN.) :					
4"	20	18	18	18	45
6"	28	18	18	18	63
8"	36	18	18	18	82
10"	44	28	18	18	98
12"	51	21	18	18	116
14"	57	24	18	18	132
16"	63	26	18	18	148
18"	69	29	18	18	163
20"	75	31	18	18	179
24"	87	36	18	18	208
30"	102	42	20	18	248

TABLE APPLIES TO PVC PIPE
FOR THE FOLLOWING CONDITIONS:
TEST PRESSURE: 150 PSIG
SOIL TYPE: SP
COVER DEPTH: 2.5 FEET
SAFETY FACTOR: 1.5
TRENCH TYPE: 3

LENGTHS BETWEEN HEAVY LINES INDICATE ONE FULL LENGTH (18' MIN.) OF PIPE TO BE RESTRAINED.

TABLE SHOWS MINIMUM LENGTH OF PIPE EACH WAY FROM FITTING FOR WHICH RESTRAINT IS REQUIRED.

SCHEDULE OF LENGTHS OF RESTRAINED DIP (FT.)

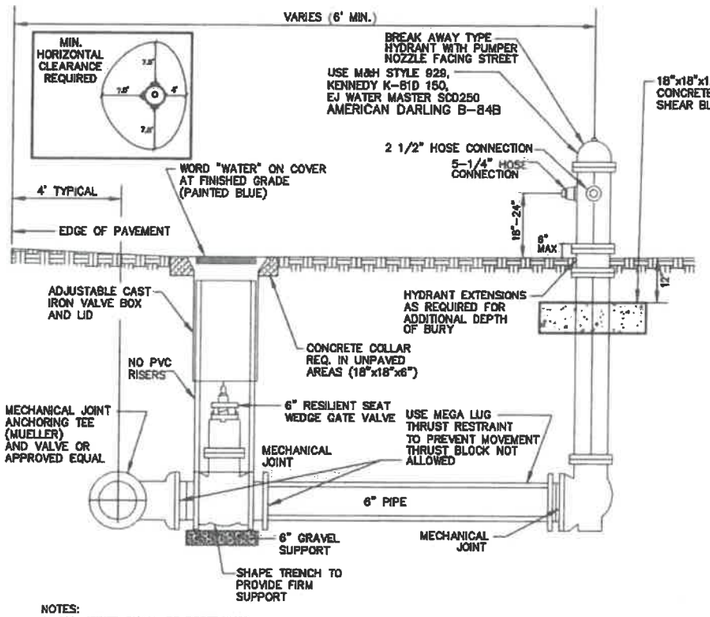
FITTING	1/4 BEND	1/8 BEND	1/16 BEND	1/32 BEND	TEE OR DEAD END
PIPE SIZE (IN.) :					
4"	21 (26)	18 (18)	18 (18)	18 (18)	37 (55)
6"	30 (36)	18 (18)	18 (18)	18 (18)	52 (76)
8"	38 (45)	18 (18)	18 (18)	18 (18)	67 (100)
10"	45 (54)	18 (22)	18 (18)	18 (18)	81 (122)
12"	52 (63)	22 (26)	18 (18)	18 (18)	94 (141)
14"	60 (72)	25 (30)	18 (18)	18 (18)	107 (160)
16"	66 (80)	27 (33)	18 (18)	18 (18)	120 (180)
18"	74 (87)	31 (36)	18 (18)	18 (18)	132 (198)
20"	80 (94)	33 (39)	18 (18)	18 (18)	144 (216)
24"	92 (108)	38 (45)	18 (22)	18 (18)	167 (250)
30"	106 (128)	44 (53)	21 (25)	18 (18)	199 (298)
36" *	69 (82)	28 (34)	18 (18)	18 (18)	170 (204)
42" *	76 (92)	31 (37)	18 (18)	18 (18)	191 (229)
48" *	90 (106)	40 (46)	18 (18)	18 (18)	212 (254)

TABLE APPLIES TO D.I.P.
FOR THE FOLLOWING CONDITIONS:
TEST PRESSURE: 150 PSIG
SOIL TYPE: SP
COVER DEPTH: 2.5 FEET
SAFETY FACTOR: 1.5
TRENCH TYPE: 2

LENGTHS BETWEEN HEAVY LINES INDICATE ONE FULL LENGTH (18' MIN.) OF PIPE TO BE RESTRAINED.

TABLE SHOWS MINIMUM LENGTH OF PIPE EACH WAY FROM FITTING FOR WHICH RESTRAINT IS REQUIRED.

VALUES IN PARENTHESIS ARE FOR PIPE ENCASED IN POLYETHYLENE.



NOTES:
1. ALL JOINTS SHALL BE RESTRAINED
2. HYDRANTS TO BE PAINTED SAFETY YELLOW (PUBLIC) OR RED (PRIVATE).
3. HYDRANT BONNET AND CAP TO BE PAINTED ACCORDING TO THE FOLLOWING SCHEME:
   CLASS AA - 1500 GPM AND GREATER - LIGHT BLUE
   CLASS A - 1000 GPM TO 1499 GPM - GREEN
   CLASS B - 500 GPM TO 999 GPM - ORANGE
   CLASS C - LESS THAN 500 GPM - RED
   *GMP SHOWN IS AT 20 PSI
4. HYDRANTS SHALL BE PRIMED WITH A CATALYZED TWO PART PRIMER (DURAPLATE #235), ELECTRICALLY CHARGED AND A CATALYZED URETHANE TOP COAT (ACROLON 218), TWO COMPONENT POLYURETHANE PAINT.
5. HOSE CONNECTIONS TO BE AMERICAN STANDARD THREADS.
6. THE HYDRANT SHOE WILL BE COATED INSIDE WITH FUSION BONDED EPOXY. 6 MIL MINIMUM
7. ADJUSTMENTS OR REPAIRS TO THE HYDRANT AFTER INSTALLATION SHALL BE DONE BY AN UNDERGROUND UTILITY CONTRACTOR OR THE CITY AND ALL COST SHALL BE CHARGED TO THE DEVELOPER. PAYMENT SHALL BE MADE PRIOR TO CERTIFICATE OF OCCUPANCY OF PROPERTY.
8. RESTRAINED JOINTS REQUIRED. THRUST BLOCKS NOT PERMITTED.
9. BOLTS SHALL BE 316 STAINLESS STEEL.
10. INSTALL BLUE REFLECTIVE MARKER IN SUCH A MANNER THAT THE REFLECTIVE FACE OF THE MARKER IS PERPENDICULAR TO A LINE PARALLEL TO THE ROADWAY CENTERLINE. THE BLUE REFLECTIVE MARKERS SHALL BE PLACED IN THE CENTER OF THE TRAVEL LANE, DIRECTLY ACROSS FROM AND ADJACENT TO EACH FIRE HYDRANT.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR FLOW TEST OF HYDRANT BY A FIRE SUPPRESSION CONTRACTOR / DESIGN FIRM IN ACCORDANCE WITH AWWA M-17.
12. FIRE HYDRANTS TO BE OPEN LEFT (C.C.W.)

OTHER PIPE	HORIZONTAL SEPARATION		CROSSINGS (1)
STORM SEWER, STORM WATER FORCE MAIN, RECLAIMED WATER (2)	WATER MAIN 3 FT. MINIMUM		WATER MAIN 12 INCHES IS THE MINIMUM, EXCEPT FOR STORM SEWER, 6 INCHES IS THE MINIMUM AND 12 INCHES PREFERRED
VACUUM SANITARY SEWER	WATER MAIN 10 FT. PREFERRED 3 FT. MINIMUM		WATER MAIN 12 INCHES PREFERRED 6 INCHES MINIMUM
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4)	WATER MAIN 10 FT. PREFERRED 6 FT. MINIMUM (3)		WATER MAIN 12 INCHES IS THE MINIMUM, EXCEPT FOR GRAVITY SEWER, 6 INCHES IS THE MINIMUM AND 12 INCHES PREFERRED
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 FT. MINIMUM		—
JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)	ALTERNATE 3 FT. MINIMUM WATER MAIN	ALTERNATE 3 FT. MINIMUM WATER MAIN	ALTERNATE 8 FT. MINIMUM WATER MAIN

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) 3 FT. FOR GRAVITY SEWER WHERE THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

DISCLAIMER - THIS DOCUMENT WAS PROVIDED FOR YOUR CONVENIENCE ONLY. PLEASE REFER TO F.A.C. RULE 62-555.314 FOR ADDITIONAL CONSTRUCTION REQUIREMENTS

STANDARD CONSTRUCTION DETAIL PVC AND D.I.P. RESTRAINED JOINT TABLE	INDEX W-5 JUNE 2023	
STANDARD CONSTRUCTION DETAIL FIRE HYDRANT ASSEMBLY NTS	INDEX W-8 JUNE 2023	
STANDARD CONSTRUCTION DETAIL WATER MAIN SEPARATION NTS	INDEX W-9A JUNE 2023	

DAVID WESLEY MARTIN LICENSE No. 46744 STATE OF FLORIDA PROFESSIONAL ENGINEER
10-16-25

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DATE: 10/15/25	PROJECT NO.:
SCALE: 1" = 20'	FILE NAME:
DRAWN BY: MC	SHEET: 37 OF 37

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	7.O.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Intent to Bid - RFQ Data Center Infrastructure Upgrades		
Recommended Action	Staff intends to publicly advertise this project for request for qualifications, unless otherwise directed by the City Commission.		
Strategic Goal	Governance - Other		
Department Staff Contact	Public Works - Engineering Alex Schumann, City Engineer		

Summary

The purpose of this item is to provide notice of the City's intent to solicit a Request for Qualifications (RFQ) for a consultant for the replacement of the data center infrastructure.

The City has been impacted by decreased performance, frequent downtime and a growing need for server, San and database maintenance. The outdated infrastructure is resulting in outages, sluggish performance, an impact on citywide emails and load time for documents, as well as security vulnerabilities.

This RFQ seeks to select a consultant qualified in the Evaluation of the existing and implementation of the recommended upgrades for the City’s Data Center and assist the City in these efforts. Upon selection, the City will enter into a contract with the consultant for the data center upgrades and ongoing data center support.

The upgrade will reduce service outages, ensuring critical systems, including public safety communications and emergency response tools remain available when needed. Internal systems will operate more efficiently, reducing wait times at City offices and enabling staff to deliver services more effectively. Enhanced cybersecurity features will better protect citizens’ personal and financial information from modern threats. Overall, the infrastructure upgrade will create a more responsive, secure, and accessible government experience for all.

Financial Impact

This project was included in the FY 2024-25 Budget of Fund 301-General Improvement Fund in the amount of $800,000 and financed with the 2024 Technology bonds. Funding will need to be reappropriated to FY 2025-26.

Citizen Impact

Upgrading the City's data center infrastructure will provide significant benefits to residents by improving the speed, reliability, and security of public services. Citizens will experience reliable access to online tools such as bill payment, permit applications, and records.

Attachments

1. RFQ Data Center Infrastructure Upgrade

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 610-0470

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: **Data Center Infrastructure Upgrade**

RFQ NUMBER:**2026-16**

RFQ OPENING DATE & TIME: **February 26, 2026 at 2:00pm**

RFQ OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **February 11, 2026 at 9:00am**

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 RFQ and certify that I am authorized to sign this RFQ for the Proposer. In submitting a RFQ 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 RFQ'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFQ's on-line on the Internet. If you have received a copy of this RFQ from any source other than DemandStar, please be aware that you may not have received the latest version of the RFQ or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Qualifications (RFQ) 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.

RFQ 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 RFQ 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 RFQ 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 Qualifications 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 QUALIFICATIONS

Introduction

City of Ormond Beach is seeking qualified vendors to upgrade the infrastructure across our two data centers. This RFQ focuses on the qualifications of a firm to upgrade of our servers, storage (SAN), and virtual machine (VM) technologies, with the goal of improving performance, scalability, reliability, and overall efficiency of our IT environment. We anticipate choosing a firm based on the criteria herein. After a firm chosen and awarded, the successful vendor will deliver a comprehensive solution for upgrading and modernizing the core IT infrastructure, including but not limited to server hardware, storage infrastructure, virtualization platforms, and associated technologies.

Project Overview

Our organization operates two physical data centers, which host critical applications, services, and data storage for the city. We are looking to evaluate and enhance the following key areas of our IT environment:

- **Server Infrastructure**: Modernize and upgrade server hardware to support growing demands, increase redundancy, and enhance fault tolerance.
- **Storage Area Network (SAN)**: Upgrade storage solutions to improve capacity, performance, and data protection.
- **Virtualization (VM) Infrastructure**: Enhance our virtualization environment, with a focus on improving scalability, management, and automation capabilities.

Operational Constraints

The selected vendor must address their ability to adhere to the following operational requirements throughout the assessment, implementation, migration, and post-deployment phases of the project:

Uptime Requirements

- Both data centers support critical City operations including public safety, utilities, and citizen services.
- Planned downtime must be minimized and scheduled outside of standard business hours (8:00 AM – 5:00 PM, Monday through Friday) unless otherwise approved.
- The City requires 99.9% uptime for core systems during the migration and cutover periods.
- Any anticipated disruption must be communicated to the City's IT Department at least 5 business days in advance and approved prior to execution.

Migration Schedules

- Migrations must be phased to avoid simultaneous disruption at both data center locations.
- Live migration strategies are preferred where technically feasible.

- Cutovers or reboots of critical systems (e.g., email, police/fire, utility billing) must be performed during designated maintenance windows, typically weekends or after 10:00 PM on weekdays.
- A detailed migration plan, including rollback procedures, must be submitted and approved before implementation begins.

Regulatory & Security Compliance

- All infrastructure and processes must comply with applicable local, state, and federal regulations, including but not limited to:
    - CJIS (Criminal Justice Information Services) standards for public safety systems.
    - HIPAA guidelines where applicable (e.g., emergency services, health-related data).
    - PCI-DSS, if any systems process payment data.
- All hardware and software must meet current cybersecurity best practices, and vendors must document how their proposed solution addresses:
    - Data encryption (in transit and at rest)
    - Access controls and logging
    - Backup and disaster recovery security
    - Firmware and OS patching policies

Documentation and Approval

- Vendors must provide detailed documentation at each project milestone for approval, including:
    - Configuration guides
    - Network diagrams
    - Inventory of deployed hardware and software
    - Support escalation procedures

II. SCOPE OF SERVICES

The vendor will be required to:

Servers

- **<u>Ability to procure and installation</u>**
    - Provide high-performance, energy-efficient servers with modern processors, RAM, and storage capabilities.
    - Servers must be capable of handling current workloads and scaling for future requirements.
    - Proposals should include detailed specifications for server models, including rack-mounted and blade server options.
- **Redundancy & High Availability**

- Ensure that the proposed servers are designed for redundancy and high availability.
- Propose solutions such as clustering, failover configurations, and load balancing to ensure uninterrupted service.

- **Migration**
  - Provide a detailed migration plan to move workloads from the current servers to the new servers.
  - Ensure minimal downtime during migration with detailed testing and validation before cutover.

Storage Area Network (SAN)

- **Ability to procure and installation**
  - Propose a new SAN solution that provides scalable capacity, high throughput, and low latency.
  - Ensure the SAN solution supports data redundancy and disaster recovery capabilities.
  - Include Object, block storage and file-based storage options if necessary.
- **Capacity and Scalability**
  - Proposals should consider the organization's projected storage needs over the next 3-5 years.
  - Provide solutions for both current storage requirements and future growth.
- **Data Migration**
  - Propose a solution to migrate data from the existing SAN to the new infrastructure with minimal downtime.
  - Ensure proper data integrity and security during the migration process.
- **Redundancy & Disaster Recovery**
  - Ensure the new SAN solution is designed for fault tolerance, with disaster recovery capabilities.
  - Propose replication or backup solutions for critical data.

Virtualization (VM)

- **Assessment of Current Infrastructure** -Analyze our current VM platform to identify areas of improvement.
- **Platform Selection** - Recommend and provide options for modern VM platforms (e.g., VMware, Hyper-V, KVM, or cloud-based solutions).
- **Migration Strategy** - Develop a detailed plan to transition from the current environment to the upgraded platform with minimal downtime.
- **Scalability** - Ensure that the new platform supports future growth in terms of performance and capacity.

- **Security**- Enhance security measures to protect VM workloads and data.
- **Performance Optimization** - Improve system performance, resource allocation, and efficiency.
- **Monitoring and Management Tools** - Provide solutions for monitoring, management, and reporting of the VM infrastructure.
- **Training and Documentation** - Offer training for internal IT staff on the new platform and provide detailed system documentation.
- **High Availability** - Suggest strategies for disaster recovery and high availability in the virtualized environment.

Integration and Migration

- Provide a detailed migration plan to ensure minimal downtime during the transition.
- Offer support in the integration of new solutions with our existing IT infrastructure.
- Ensure full compatibility with our current applications and systems.

III. TERM OF AGREEMENT

The term of this agreement shall be for the duration of this project.

IV. MINIMUM QUALIFICATIONS

Role	Minimum Qualifications / Certifications	Experience
Project Manager	PMP / PRINCE2 preferred	5+ years managing IT infrastructure upgrades
Systems Engineer (VMware)	VMware Certified Professional (VCP-DCV) preferred	3–5 years VMware administration and migration
Windows Systems Engineer	Microsoft Certified: Windows Server Hybrid Administrator / MCSA	Preferred 3–5 years Windows Server migration experience
Storage Engineer	Vendor certification (e.g., Dell EMC, NetApp, HPE, Pure Storage)	Preferred 3+ years SAN implementation & migration
Network Engineer	CCNA/CCNP or equivalent	3+ years' experience with data center networks

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include examples or similar projects sufficient for evaluation of their abilities. Response to each of the following items in their written proposal:

- **Executive Summary**- Provide a concise overview of the vendor's qualifications, relevant experience, and understanding of projects of similar scope and complexity.
- **Solution Overview-** A detailed description of the proposed solution, including technical specifications for the servers, SAN, and VM technologies for similar projects.
- **Implementation Plan-** Examples of a step-by-step plan for deploying the proposed solution, including timelines and key milestones completed for organizations of a similar size.
- **Cost Proposal-** Examples of detailed breakdown of costs, including hardware, software, licensing, installation, migration, and support services for organizations of a similar size.
- **Support and Warranty**- Information on the vendor's support services, including response times and available SLAs.
- **References-** Provide a minimum of three (3) references from previous clients for similar data center or infrastructure upgrade projects. Include:
    - Organization name
    - Contact name and title
    - Phone number and email address
    - Brief project description
- **Vendor Experience -** Provide a summary of the vendor's experience delivering similar projects, with emphasis on experience within government, public sector, or other relevant industries.

Examples provided in the proposal must demonstrate how the vendor has addressed the following technical and functional requirements in previous similar projects:

- **Hardware Specifications**- Detailed specifications for:
    - Servers
    - Storage Area Network (SAN)
    - Virtualization platforms
- **Scalability**- Demonstrated ability to scale infrastructure to meet future growth and demand.
- **Reliability and Redundancy**- All hardware should be highly available, with built-in redundancy for fault tolerance.

- **Security**- Compliance with industry-standard security best practices, including:
    - Encryption of data at rest
    - Encryption of data in transit
    - Secure access controls
- **Support and Maintenance** - Ongoing support and maintenance plans, including:
    - Warranty terms
    - SLAs
    - Response and resolution times
- **Virtualization Platform Compatibility** - Compatibility with the City's existing virtualized infrastructure or a proposed replacement solution that meets organizational requirements.
- **Disaster Recovery and Backup**- A comprehensive disaster recovery and backup strategy, including:
    - Data protection methods
    - Backup frequency
    - Offsite or cloud-based storage options
    - Recovery objectives

.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFQ package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFQ, 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 RFQ shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFQ 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 RFQ at any time without prior notice. All proposals submitted in response to this RFQ 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., February 26, 2026.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFQ until February 17, 2026 @ 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:

Purchasing Coordinator
City of Ormond Beach
22 South Beach Street, Room 102
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: 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: Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFQ 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 Qualifications (RFQ): In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ 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 RFQ 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 RFQ at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

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

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

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the IT Director, Systems Administrator, and City Engineer. 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 RFQ at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFQ with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFQ 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 RFQ;

- 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 RFQ, 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:

Executive Summary & Understanding of Requirements (30 Points)
Solution & Technical Architecture Experience: (40 Points)
Support and Service Levels (10 Points)
Innovation (10 Points)
Reverences (10 Points)

Responsive proposals will be ranked in each of the criteria

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 form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide",

published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

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

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

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

City of Ormond Beach
Request for Qualifications (RFQ)
2026-16
(RFQ No. 2026-16)

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 Qualifications (RFQ)
2026-16
(RFQ No. 2026-16)

RFQ 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 (RFQ) and to provide all services, as specified or indicated in the RFQ 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 RFQ 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 RFQ 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 RFQ RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

SIGNER'S NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Qualifications (RFQ)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title

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

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

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

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

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this_____ day of_____,20_____, by_____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of_____, a non- governmental entity which does
   (Title) **(Business Name)**
   business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [__] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____

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

This document must be completed and returned with your Submittal

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 "convection" 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	January 20, 2026	**Item No**	7.P.
Section	CONSENT AGENDA	**Category**	Consent - Disposition Item
Subject	Continued Support for ReGrow Volusia		
Recommended Action	Staff recommends approval of the draft letter regarding continued support for ReGrow Volusia. Staff recommends a letter to restate the City's continued support of these important efforts and initiative.		
Strategic Goal	Quality of Life - Other		
Department Staff Contact	City Manager Joyce Shanahan, City Manager		

Summary

The purpose of this item is to bring back a draft letter to the City Commission for review regarding continued support for ReGrow Volusia.

During the November 18, 2025, City Commission meeting, the Commission directed staff to prepare a letter or resolution to the Volusia County Council in support of ReGrow Volusia.

Financial Impact

None

Citizen Impact

It is beneficial to the citizens of Ormond Beach for the city to continue to support the ReGrow efforts.

Attachments

1. Re-Grow Volusia Draft Commission Letter 1-20-26

CITY OF ORMOND BEACH
22 S. Beach St. Ormond Beach, FL 32174 (386) 610-0400 • Fax: (386) 610-0406

January 20, 2026

Subject: Continued Support for ReGrow Volusia

To Whom It May Concern:

The Ormond Beach City Commission extends its full and continued support for ReGrow Volusia and the important environmental restoration work taking place throughout Volusia County. This program reflects the values our community holds strong. We believe in responsible stewardship of our natural resources, long-term resilience planning, and collaborative efforts that strengthen the health of our coastline, waterways, and ecosystems.

ReGrow Volusia has shown meaningful progress in restoring native dune systems, improving habitat stability, and enhancing the county's overall environmental resilience. These efforts directly support the wellbeing of our residents, the protection of our homes and businesses, and the preservation of the natural beauty that makes Ormond Beach such a special place to live.

Our Commission recognizes that no single agency or municipality can undertake this work alone. We view ReGrow Volusia as a critical partner in advancing regional solutions. The collaboration among local governments, environmental organizations, and community volunteers demonstrates the power of collective action. Ormond Beach is committed to remaining an active participant in this effort as it expands and evolves.

The City Commission appreciates the leadership, and community engagement embedded in the ReGrow Volusia program, and supports its continued efforts through projects that strengthen coastal resilience and environmental recovery across Volusia County.

Thank you for your commitment to protecting our shared natural resources.
Sincerely,

The Ormond Beach City Commission

Jason Leslie, Mayor

Lori Tolland, Deputy Mayor, Zone 1

Travis Sargent, Commissioner Zone 2

Kristin Deaton,
Commissioner Zone 3

Harold Briley,
Commissioner Zone 4

Visit our website: www.ormondbeach.org

City of Ormond Beach

City Commission Agenda

Staff Report

Agenda Date	January 20, 2026	**Item No**	8.A.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	1561 North U.S. Highway 1, Advent Health Off-Site Emergency Department, Zoning Map Amendment (SECOND READING)		
Recommended Action	The Planning Board recommended **APPROVAL** to the City Commission to allow a zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, and the issuance of a development order.

The Advent Health Off-site Emergency Department (OSED) Planned Business Development seeks to allow redevelopment of an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres.

This agenda item, item A, is for the zoning map amendment, and the next agenda item, item B, is for the issuance of the development order. The zoning map amendment establishes the framework for the development order (the next agenda item), which details the specific development approval. The zoning map amendment seeks to allow a commercial use framework consistent with the land use designation.

The Planning Board reviewed the zoning map amendment at the November 13, 2025, meeting and recommended approval.

Financial Impact

None

Citizen Impact

The zoning map amendment establishes the framework for the development order, which details the specific development approval. The application is expected to have positive impacts on citizens in the redevelopment of a key site within the I-95 and U.S. Highway 1 interchange area. Additionally, the use will provide the community access to emergency medical care that is not currently available in the North U.S. Highway 1 corridor.

Attachments

1. 25-39 Planning - 1561 N. US Highway 1, Advent Health, Zoning Map Amendment (P25-0179G)
2. Exhibit A, Advent OSED Legal Description
3. Exhibit B, Zoning Map
4. 11.13.2025, Advent Health, ZMA, PB Staff Report
5. 11.13.2025, Draft Planning Board minutes, Advent ZMA
6. Ordinance BIE, LDC Amendment, Advent OSED ZMA

ORDINANCE NO. 2025-39

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE (1) PARCEL OF REAL PROPERTY TOTALING 2.47± ACRES LOCATED AT 1561 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3136-01-17-0010) FROM B-7, HIGHWAY TOURIST COMMERCIAL TO PBD, PLANNED BUSINESS DEVELOPMENT; AUTHORIZING A REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Memorial Health Systems, Inc., a Florida not-for-profit corporation ("Property Owner") is the fee simple owner of certain real property consisting of approximately 2.47 acres located at 1561 North U.S. Highway 1, which is legally described and depicted in Exhibit "A" ("Property") attached hereto and incorporated herein, and

WHEREAS, Kimley-Horn and Associates, Inc., a foreign profit company, as an authorized agent, has submitted an application on behalf of the Property Owner to the city to re-zone the Property from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, and

WHEREAS, the Property to be re-zoned is less than ten contiguous acres, consisting of approximately 2.47± contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter on November 13, 2025, as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended to change the zoning designation of one (1) parcel located at

1561 North U.S. Highway 1, Volusia County Property Appraiser parcel identification number: 3136-01-17-0010, as more particularly described and depicted in Exhibit "A" from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, as shown and depicted in Exhibit "B".

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission, this 16th day of December, 2025.

PASSED UPON at the second reading of the City Commission, this 20th day of January, 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

LEGAL DESCRIPTION

From Donald W. McIntosh Associates, Inc. Survey, dated October 22, 2024, 1561 North U.S. Highway 1 – Parcel ID: 3136-01-17-0010

DESCRIPTION (per Fidelity National Title Insurance Company Title Commitment, file number 13872–5)
(SHOWN HEREON AS DESCRIPTION 1 (D1))

Block 17, except that part taken by U.S. No. 1 and Interstate Highway No. 95, NATIONAL GARDENS, as recorded in Map Book 10, Pages 250–253, inclusive, of the Public Records of Volusia County, Florida, more particularly described as follows:

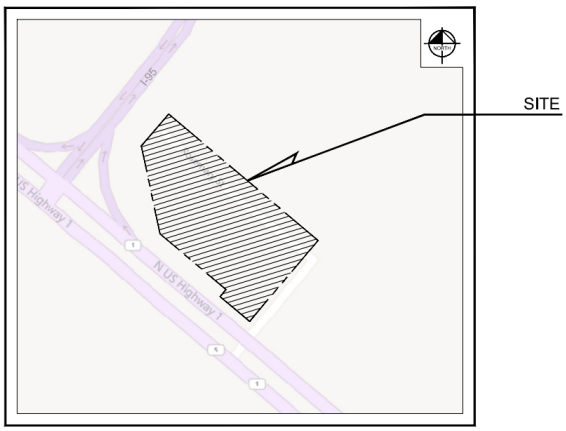
BEGINNING at the Southeasterly corner of said Block 17; thence South 40°15'10" West along the Northerly right of way of Rosemary Street having a 60 foot right of way, being also the Southerly line of said Block 17, 234.2 feet to a point in the Easterly right of way of U.S. No. 1 being a 160 foot right of way; thence North 49°55'20" West along the Easterly right of way of said U.S. No. 1, 96.9 feet to a point in aforesaid right of way; thence North 40°04'40" East along the new right of way of I–95, 23.0 feet to a point therein; thence North 49°55'20" West along said I–95 right of way, 216.8 feet to a point therein; thence North 12°04'28" West along said right of way, 226.35 feet; thence North 40°52'45" East along said right of way 76.09 feet to a point therein being also in the Westerly right of way of Atlantic Road being a 60 foot right of way, being also in the Easterly line of Block 17 aforesaid; thence South 49°29'00" East along said right of way and said Easterly line of Block 17, 492.10 feet to the Point of BEGINNING. Together with the Southwesterly 30.00 feet of vacated Atlantic Road, a 60.00 foot right of way, abutting the Northeasterly line thereof.

Also described as:
(SHOWN HEREON AS DESCRIPTION 2 (D2))

Block 17, except that part taken by U.S. No. 1 and Interstate Highway No. 95, Together with the Southwesterly 30.00 feet of vacated Atlantic Road, NATIONAL GARDENS, as recorded in Map Book 10, Pages 250–253, inclusive, of the Public Records of Volusia County, Florida, more particularly described as follows:

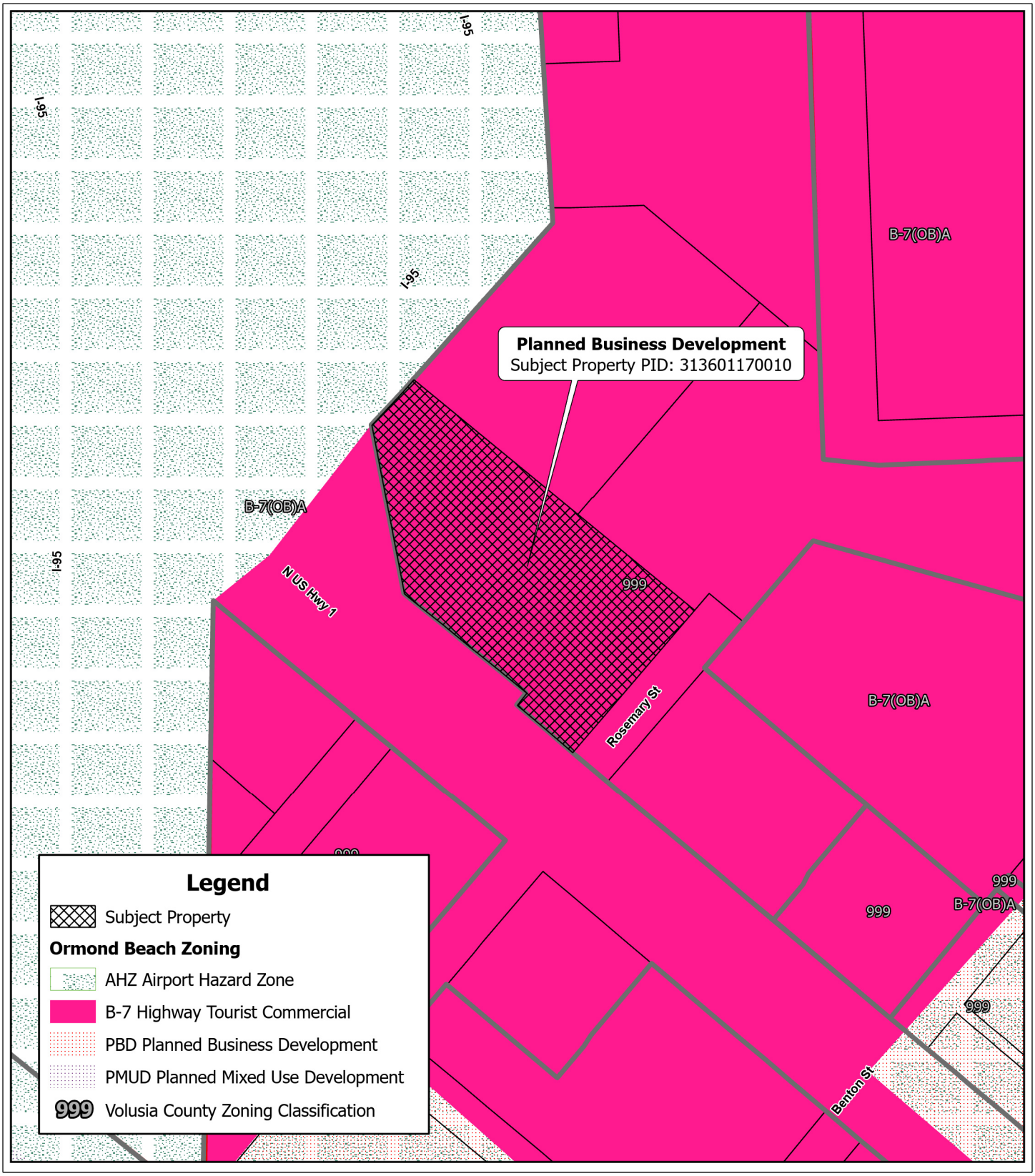
BEGINNING at the Southeasterly corner of said Block 17; thence South 40°10'06" West along the Northerly right of way of Rosemary Street having a 60 foot right of way, being also the Southerly line of said Block 17, 234.20 feet to a point in the Easterly right of way of U.S. No. 1 being a 160 foot right of way; thence North 49°55'20" West along the Easterly right of way of said U.S. No. 1, 96.82 feet to a point in aforesaid right of way; thence North 40°04'40" East along the new right of way of I–95, 23.0 feet to a point therein; thence North 49°55'20" West along said I–95 right of way, 216.78 feet to a point therein; thence North 12°04'00" West along said right of way, 226.11 feet; thence North 40°30'58" East along said right of way 106.21 feet to a point lying in the centerline of vacated Atlantic Road being a 60 foot right of way; thence South 49°29'00" East along said centerline, 491.75; thence South 40°10'06" West, 30.00 feet to the Point of BEGINNING.

Map of Area



SECTIONS 36, TOWNSHIP 13, RANGE 31
LOCATION MAP
N.T.S.

PARCEL ID:	3136-01-17-0010
OWNER:	MEMORIAL HEALTH SYSTEMS, INC., A FLORIDA NOT FOR PROFIT CORPORATION
APPLICANT:	KIMLEY-HORN AND ASSOCIATES, INC., A FOREIGN PROFIT COMPANY
SPECIAL EXCEPTION ADDRESS:	1561 NORTH U.S. HIGHWAY 1, ORMOND BEACH, FLORIDA 32174



Zoning Map Amendment from B-7, Highway Tourist Commercial to Planned Business Development

1561 NORTH US HIGHWAY 1
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

N
W E
S

PLANNING BOARD
STAFF REPORT
Zoning Map Amendment
Advent Health Off-Site Emergency Department
1561 North U.S. Highway 1
Project Number: PZ-2025-169(A)

SPRC DETERMINATION DATE & ACTION:	October 29, 2025, SPRC recommended approval
PLANNING BOARD DATE:	November 13, 2025
TENTATIVE CITY COMMISSION DATES:	December 16, 2025 (1st reading) January 20, 2026 (2nd reading)
APPLICANT:	Kimley-Horn and Associates, Inc., on behalf of the property owner Memorial Health Systems, Inc.
LOCATION:	1561 North U.S. Highway 1
SUBJECT:	Zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, for the property at 1561 North U.S. Highway 1, totaling 2.47 acres, for the Advent Health Off-site Emergency Department (OSED) Planned Business Development
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, and the issuance of a development order. The Advent Health Off-site Emergency Department (OSED) Planned Business Development seeks to allow redevelopment of an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres. This staff report, item A, is for the zoning map amendment, and the next staff report, item B, is for the issuance of the development order.

SECTION 2, BACKGROUND:

The subject property is located at 1561 North U.S. Highway 1 at the intersection of North U.S. Highway 1 and Rosemary Street and abuts I-95. The property was once operated as a gas station and a Wendy's fast-food restaurant, totaling approximately 8,305 square feet. The property was annexed on March 21, 2011, with Ordinance 2011-09 based on the connection to city utilities. On August 3, 2011, the City Commission approved a Comprehensive Plan amendment to assign a land use designation of “Low Intensity Commercial”. On November 15, 2011, the City Commission approved a zoning map amendment to assign the B-7, Highway Tourist Commercial, zoning classification. In 2022, the property owner at that time demolished all structures at 1561 North U.S. Highway 1.

Starting in 2010, Ormond Beach initiated the process to create an Interlocal Service Boundary Area (ISBA) with Volusia County along the North U.S. Highway 1 corridor. The Interlocal Service Boundary Area was adopted by Ormond Beach and Volusia County in 2014 and allowed Ormond Beach to apply land use and zoning regulations to all properties, including those properties in unincorporated Volusia County. The Interlocal Service Boundary Area represented a significant investment in the North U.S. Highway 1 corridor. Actions have included utility improvements, landscaping grants, code enforcement actions, and the planned renovations of the I-95 and U.S. Highway 1 interchange. The Interlocal Service Boundary Area has expanded to include the Plantation Oaks and RidgeHaven subdivisions.

The application shall require two separate actions by the Planning Board and City Commission as follows:

1. Item A: zoning map amendment from B-7, Highway Tourist Commercial to Planned Business Development.
2. Item B: issuance of a development order of an approximately 13,451 square foot off-site emergency department building and associated site improvements under certain conditions on 2.47 acres.

The two items will be presented as a single item to the Planning Board because the applications are interrelated. Any motion by the Planning Board must be for the individual item, with a separate vote for each agenda item.

SECTION 3, ANALYSIS: The site is designated as "Low Intensity Commercial" on the Future Land Use Map with a B-7, Highway Tourist Commercial zoning classification. The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Commercial, Hotel	"Low Intensity Commercial"	B-7, Highway Tourist Commercial
South	Commercial	"Low Intensity Commercial"	B-7, Highway Tourist Commercial
West	I-95 Right-of-Way	I-95 Right-of-Way	I-95 Right-of-Way
East	Commercial, Dollar General	"Low Intensity Commercial"	B-7, Highway Tourist Commercial

This report seeks to review the zoning map amendment. According to Chapter 2, Article II, Section 2-36 of the Land Development Code, the purpose of the Planned Business Development zoning district

> "is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy that incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories."

One goal of the Planned Business Development is to "provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs, and other elements of the building environment."

SECTION 4, CRITERIA FOR APPROVAL: Certain criteria must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e)(1-10) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. **The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The proposed action is a zoning map amendment from the B-7, Highway Tourist Commercial zoning district to a PBD, Planned Business Development. This item does not approve a specific development plan, which is reviewed with the development order item. The zoning map amendment will not adversely affect public health, safety,

welfare or the quality of life. The Planned Business Development zoning classification is consistent with a commercial area along I-95 and North U.S. Highway 1.

2. The proposed development is consistent with the Comprehensive Plan.

The property is designated as “Low Intensity Commercial” on the City’s Future Land Use Map (FLUM). The proposed development is consistent with the Comprehensive Plan. Specifically, the Future Land Use Element of the Comprehensive Plan states:

Low Intensity Commercial

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 nonresidential uses, the minimum FAR should be 0.2.

Density: Maximum 10 units per acre.

Maximum FAR: 0.6

The “Low Intensity Commercial” land use designation specifically envisions commercial uses. The application also supports the following policies in the Future Land Use Element of the Comprehensive Plan:

OBJECTIVE 1.2.

Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.

POLICY 1.2.5.

The redevelopment and renewal of blighted commercial areas shall be encouraged.

POLICY 1.2.6.:

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

POLICY 1.2.8.

Professional and medical uses shall be encouraged to locate along the Greenbelt corridor and in the area accessible to their respective clientele.

POLICY 2.1.14.

The city shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.

The location is appropriate for the medical facility and is consistent with the Comprehensive Plan.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to, water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The survey indicates that the development area is located in flood zone “X” and is not within a special flood hazard area. There are portions of the property that are located in flood zone “AH.” There are no wetlands on-site. The project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to, water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells. The zoning map amendment does not approve a specific development plan, and this criterion would be reviewed as part of the issuance of the development order.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The zoning map amendment establishes the framework for the development order (the next agenda item), which details the specific development approval. The zoning map amendment seeks to allow the framework for a commercial use consistent with the land use designation. The proposed project is consistent with the property's future land use designation and zoning classification, and staff does not believe that the project would depreciate the value of the surrounding property. The project will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties. There are no residential uses around the subject property. The project proposes a substantial investment in the construction of the medical facility.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The zoning map amendment establishes the framework for the development order (the next agenda item), which details the specific development approval. There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The proposed uses are low-traffic generators compared to other retail, office, and restaurant uses allowed in the "Low Intensity Commercial" land use and in the B-7, Highway Tourist Commercial zoning district. The Applicant has provided a trip generation memorandum based upon the ITE Trip Generation Manual, 11th edition. The project is expected to generate an average of 337 daily trips, with 15 in the A.M. peak hours and 21 in the P.M. peak hours.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the development order agenda item.

8. **The proposed development provides for the safety of occupants and visitors.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) reviews the safety of occupants and visitors.

9. **The proposed use of materials and architectural features will not adversely affect the neighborhood or the area's aesthetics.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) reviews the use of materials and architectural features.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings for consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not change as a result of the requested zoning map amendment from the B-7, Highway Tourist Commercial zoning district to a PBD, Planned Business Development; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of "Low Intensity Commercial."

SECTION 5, RECOMMENDATION:

This agenda item seeks to allow a zoning map amendment from B-7 (Highway Tourist Commercial) to Planned Business Development (PBD). The agenda item does not approve any specific development approval, but instead a framework for these zoning actions. The Site Plan Review Committee recommended that the Planning Board **APPROVE** the zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, for the property at 1561 North U.S. Highway 1, totaling 2.47 acres, for the Advent Health Off-site Emergency Department (OSED) Planned Business Development.

Attachment 1: Location, aerial, and land use maps
Attachment 2: Zoning map of the amendment

ATTACHMENT 1

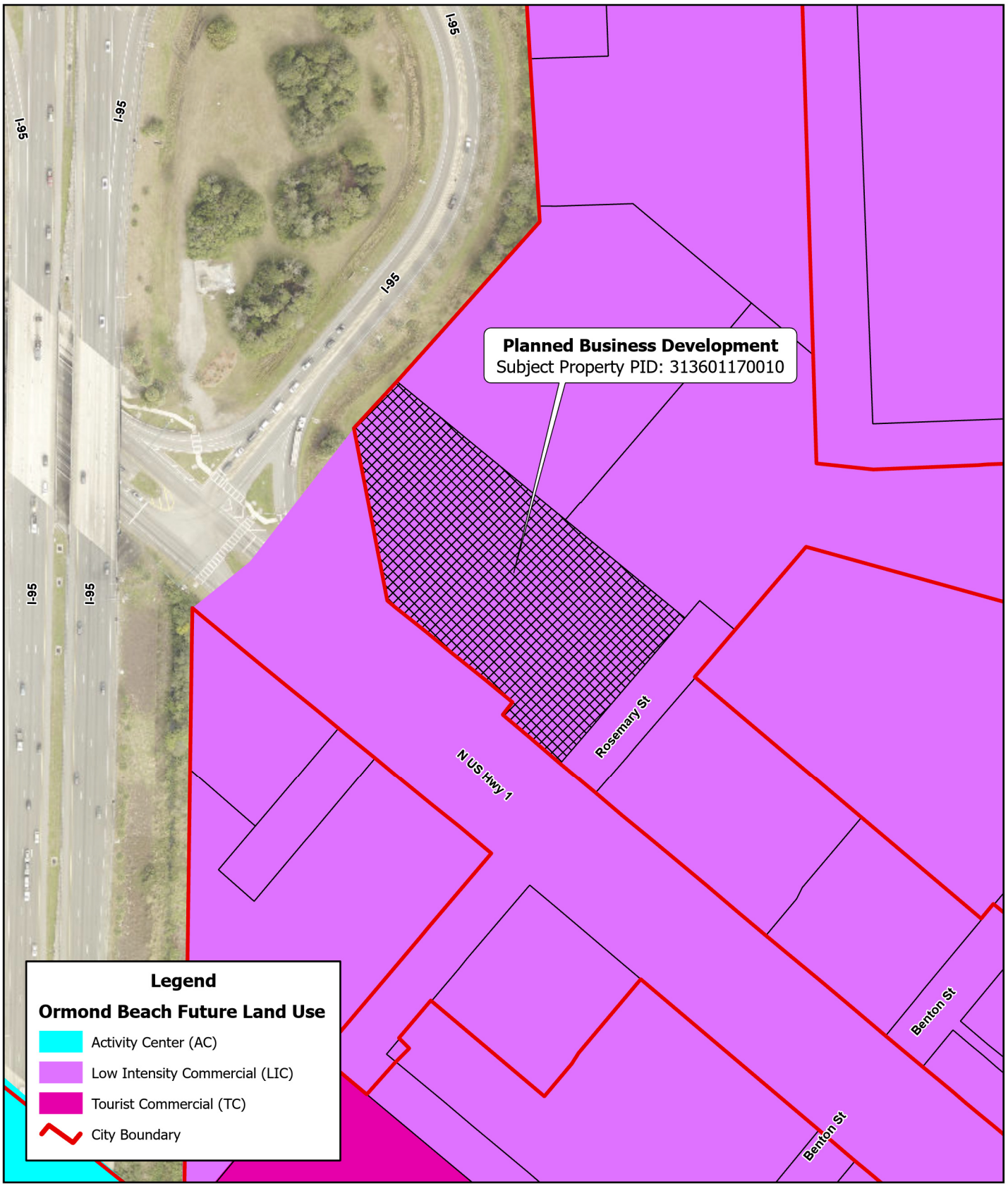
Location, aerial, and land use maps



1561 NORTH US HIGHWAY 1
AERIAL MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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1561 NORTH US HIGHWAY 1
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

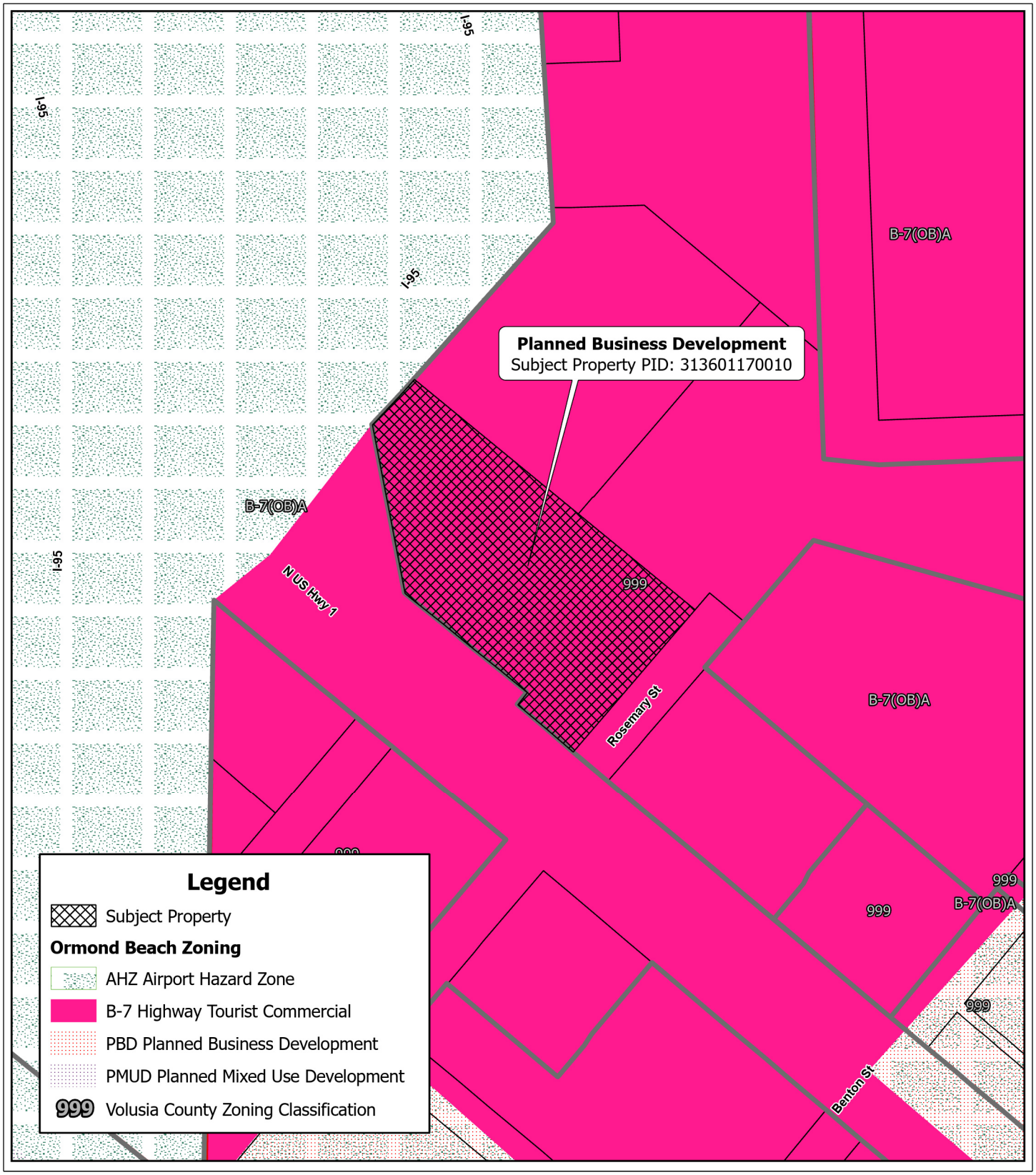
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Site aerial for 1561 North U.S. Highway 1



ATTACHMENT 2

Zoning map of the amendment



Zoning Map Amendment from B-7, Highway Tourist Commercial to Planned Business Development

1561 NORTH US HIGHWAY 1
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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Planning Board minutes from November 13, 2025

ITEM:

PZ-2025-169(A)

Advent Health Off-Site Emergency Department
Zoning Map Amendment

Recommended for Approval (5-0)

V. APPROVAL OF MINUTES

October 09, 2025

Mr. Jorczak moved to approve the October 09, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved (5-0).

VI. PLANNING DIRECTOR'S REPORT

No Report.

VII. PUBLIC HEARINGS

A. PZ-2025-169(A), Advent Health Offsite Emergency Department, Zoning Map Amendment, 1561 North U.S. Highway 1

Mr. Steven Spraker, Planning Director, introduced the item as a zoning map amendment and the issuance of a development order for the Advent Health Off-Site Emergency Department. He stated that two items will be presented together and require separate Planning Board votes. Mr. Spraker continued that the first agenda item is the zoning map amendment that provides the framework for the development order. He displayed a location map showing the property at 1561 North U.S. Highway 1. Mr. Spraker explained that the property has a "Low Intensity Commercial" land use and B-7, Highway Tourist Commercial zoning designation. He stated the Site Plan Review Committee recommended approval of the zoning map amendment.

Mr. Spraker reviewed the issuance of the development order. He explained that the property is 2.47 acres and proposes a 13,451-square-foot building, a heliport, and associated site improvements. He added that the project is a redevelopment and is within the state Brownfield program. Mr. Spraker continued that the Florida Department of Transportation is planning to take additional right-of-way from the property for the upcoming interchange improvements.

Mr. Spraker stated that the project has certain requests that the Site Plan Review Committee has determined upon. The first determination concerns the landscape buffer within the Greenbelt area. The North U.S. Highway 1 frontage requires a 36'-wide buffer, and Interstate 95 requires 60'-buffer. Mr. Spraker displayed exhibits of the Greenbelt buffer and stated that the Site Plan Review Committee recommends approval of the request. He continued, explaining that a second determination is the type of fencing for the area around the heliport. Mr. Spraker stated that at the Site Plan Review Committee, the proposed chain-link fencing was recommended for denial. He expressed that the Site Plan Review Committee understands that the applicant has consented to a simulated wrought-iron fence that complies with the Land Development Code requirements.

Mr. Spraker stated that a third determination was the height of the site signage at 12', whereas the Land Development Code requires 8'. The applicant indicated that the additional height is needed based on corporate and use identification. He stated that the Site Plan Review Committee recommended denial of the 12'-signage height with a 2-1 vote. Mr. Spraker stated that the final determination was for wall signage. He stated that the Land Development Code allows two signs at 146.25-square-feet, and the applicant is requesting five signs at 472.28-square-feet. Mr. Spraker stated that the Site Plan Review Committee recommends approval of the request.

DRAFT

Mr. Spraker presented the project elevations and stated that the Site Plan Review Committee recommends approval of the project, subject to resolution of the outstanding comments.

Board Questions

Mr. Railsback asked if any signs along North U.S. Highway 1 are more than eight (8) feet in height. Mr. Spraker responded that there are existing signs taller than eight feet. He continued that a majority of the properties in this area were developed in unincorporated Volusia County. He explained that as the city has entered into the Interlocal Service Boundary Agreement with Volusia County, the Greenbelt standards apply. Mr. Spraker concluded that existing non-conforming signs can remain until they are either destroyed or removed.

Mr. Gentry sought to verify that there are no other signs of the proposed permitted height. Mr. Spraker responded that the sign height would require public hearing approval and that, if the Planning Board believes that the sign is appropriate given the use, they can recommend approval.

Applicant's Presentation

Ms. Jessica Gow, Cobb Cole, One Daytona Boulevard, Suite 600, Daytona Beach, introduced the project team in attendance. Ms. Gow reviewed the project's site plan. She explained that a key aspect of the project is the landscaping and the impact of the right-of-way taking to improve the interchange. Ms. Gow stated that this is a fantastic redevelopment in this corridor near the interchange. She detailed that there is a need for this type of emergency medical use and reviewed the closest existing emergency facilities. She stated that the property owners believe that this is a key corridor for locating medical services. Ms. Gow stated that the project would plant the same amount of landscaping as if a full buffer width were available.

Ms. Gow discussed the former gas station's use on the property. She stated that the project is participating in the Brownfield program with the Florida Department of Environmental Protection. She noted that the Brownfield program seeks to assist in the redevelopment of sites that have perceived or have had actual contamination. She stated that the project, along with the interchange improvements, can be a catalyst for redevelopment in the North U.S. 1 corridor.

Ms. Gow reviewed the fencing around the helipad and stated that the property owner has agreed to use a black aluminum fence rather than a chain-link fence.

Ms. Gow reviewed a PowerPoint slide regarding the proposed site signage. She stated that the sign's height is needed for visibility from the interchange and from U.S. Highway 1 as emergency vehicles and patients descend. She stated that a large percentage of emergency visits are brought there in their own vehicles. Ms. Gow indicated that they understood the staff's position on the sign, and expressed that this site is unique, with a lot of other signage within the corridor. She added that the sign's height is not out of character for the area and is consistent with similar facilities across the state.

Board Questions

Mr. Gentry inquired if the sign shown on the slide was eight or twelve feet in height. Ms. Gow responded that the slide was designed to show twelve feet, but that it is not a scaled exhibit.

Mr. Jorczak asked where the helicopter would be based. He stated that he was interested in the heliport's location next to a high-traffic area.

Jarrod Stubbs, Project Engineer, Kimley-Horn, Inc., 1530 Cornerstone Boulevard, Daytona Beach, replied that the helicopter would be parked at this location from time to time, but is generally located at a full hospital for Advent Health. Mr. Stubbs reviewed the heliport permitting and stated that the permits are under review by the Federal Aviation Administration.

Mr. Railsback asked if there was a planned traffic signal for the project. Mr. Spraker answered that there is not, and how the intersection would not meet the spacing requirements from the interchange for a traffic signal. Ms. Gow added that compared to the allowable uses in the zoning district, the proposed use is a lower trip generator.

Vice Chair Shull asked if the building was one or two-stories. Ms. Gow confirmed that the building is one-story and has some height based on the façade.

Vice Chair Shull inquired about stormwater provision. Mr. Stubbs reviewed the stormwater management plan and responded that there is an underground exfiltration system. He added that the drainage design has been permitted and approved by the St. John's River Water Management District, and that the Florida Department of Transportation has its permit ready, pending city approval.

Vice Chair Shull asked Chairman Thomas if he desired to lead the meeting. Chairman Thomas stated that Vice Chair Shull can continue to chair the meeting.

Audience Comments

Ms. Colleen McMahon, Carrollwood, Ormond Beach, inquired about helicopter operations if the Ormond Beach airport tower closes at 7:00 p.m. Ms. Gow responded that when a local airport shuts down, other regional towers would still operate to ensure flight control and pathways remain safe.

Vice Chair Shull brought it back up to the Board for questions and comments.

Board Comments

Chairman Thomas discussed the helicopters' locations and the tower coverage. He stated that, regarding the site sign, if you have ever been in an emergency situation, you need all the help you can get, including signage. Chairman Thomas stated he had no objections to the site signage request. He expressed appreciation for the applicant's decision to switch to a simulated wrought iron fence around the heliport.

Mr. Gentry concurred on the site signage and stated that visibility is a key factor.

Mr. Jorczak stated he concurred with the other Board members. He stated that anything that makes it easier to get in and out of the facility is a positive step toward safety. Mr. Jorczak was encouraged by the redevelopment of the property and the great improvement.

Mr. Railsback asked if the amount of sign square footage on the building is being considered. Other Board members responded that they were also considering the proposed wall signage. Mr. Railsback indicated that he is supportive of the project.

Vice Chair Shull wanted to ensure that the landscaping is not hindering site visibility to the sign. The applicant confirmed that the landscaping would not block the signage.

DRAFT

Chairman Thomas encouraged the use of more holly trees. He stated that he is interested in a landscape design similar to the storage facility at West Granada Boulevard and Old Kings Road.

Vice Chair Shull brought it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve PZ-2025-169(A), Advent Health Offsite Emergency Department, Zoning Map Amendment, 1561 North U.S. Highway 1. Chairman Thomas seconded the motion. Mr. Spraker confirmed that the motion intends to approve the site signage at twelve feet per the Board's discussion. The Board affirmed that was the intent. The vote was called, and the motion was approved (5-0).

B. PZ-2025-169(B), Advent Health Offsite Emergency Department, Issuance of a Development Order, 1561 North U.S. Highway 1

Vice Chair Shull brought it up to the Board and entertained a motion.

Chairman Thomas motioned to approve PZ-2025-169(B), Advent Health Offsite Emergency Department, Issuance of a Development Order, 1561 North U.S. Highway 1. Mr. Jorczak seconded it. Mr. Spraker confirmed that the motion intends to approve the site signage at twelve feet in height per the Board's discussion. The vote was called, and the motion was approved (5-0).

C. PZ-2025-200, Hull Road Contractor Storage, Special Exception for Outdoor Activity and Storage, 829 and 835 Hull Road

Mr. Steven Spraker, Planning Director, explained that this is an application for a Special Exception to allow outdoor storage/activity under certain conditions at 829 and 835 Hull Road. The property is zoned I-1, Light Industrial and has a Light Industrial land use. He stated that the outdoor storage/activity is allowed as a Special Exception use within the I-1, Light Industrial zoning district. The subject property was previously approved for a RV and Boat storage facility by the Site Plan Review Committee as an administrative approval. Mr. Spraker explained that the RV and Boat storage project went to construction, but construction was abandoned, and the project was eventually sold to the current applicant.

Mr. Spraker continued that the applicant purchased the property and is seeking a contractor's yard associated with his business. The application proposes an eight (8') foot high fence (PVC along the Hull Road frontage), as well as an 8'-fence surrounding the property. Mr. Spraker stated that the following items will be stored on-site: (1) palletized concrete pavers, (2) roadway base materials, (3) bobcat skid steer, drum vibratory roller/compactor, (4) dump truck and or pickup trucks, and (5) equipment hauling trailers. He stated that the materials would not exceed the height of the fence.

Mr. Spraker explained that there was a conversation with a resident today who expressed concerns with the state of the property. Mr. Spraker stated that the resident believes that there was dumping on the property. Mr. Spraker verified that staff visited the site and observed the dumping. He explained that staff spoke to the applicant, who stated that their company is not dumping and that they have been trying to remove material from the site. Mr. Spraker suggested potential options with the applicant for blocking access, either through a silt fence or a temporary chain-link

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-39

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE ONE (1) PARCEL OF REAL PROPERTY TOTALING 2.47± ACRES LOCATED AT 1561 NORTH U.S. HIGHWAY 1 (VOLUSIA COUNTY PARCEL NUMBER 3136-01-17-0010) FROM B-7, HIGHWAY TOURIST COMMERCIAL TO PBD, PLANNED BUSINESS DEVELOPMENT; AUTHORIZING A REVISION OF THE OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an

exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, and the issuance of a development order. The Advent Health Off-site Emergency Department (OSED) Planned Business Development seeks to allow redevelopment of an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, and the issuance of a development order. The Advent Health Off-site Emergency Department (OSED) Planned Business Development seeks to allow redevelopment of an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres.

   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 submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, and the issuance of a development order. The Advent Health Off-site Emergency Department (OSED) Planned Business Development seeks to allow redevelopment of an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres.

   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 submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, and the issuance of a development order. The Advent Health Off-site Emergency Department (OSED) Planned Business Development seeks to allow redevelopment of an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for zoning map amendment

from B-7, Highway Tourist Commercial, to PBD, Planned Business Development, and the issuance of a development order. The Advent Health Off-site Emergency Department (OSED) Planned Business Development seeks to allow redevelopment of an approximately 13,451-square-foot building and associated site improvements, under certain conditions, on 2.47 acres.

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	January 20, 2026	**Item No**	8.B.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	1561 North U.S. Highway 1, Advent Health Off-Site Emergency Department, Issuance of a Development Order (SECOND READING)		
Recommended Action	The Planning Board recommended **APPROVAL** to the City Commission to allow the redevelopment of the property at 1561 North U.S. Highway 1 for a 13,451 square foot Advent Health Off-Site emergency department building and associated site improvements under certain conditions on 2.47 acres, including allowing a site sign with a height of 12 feet for the development.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for the issuance of a development order at 1561 North U.S. Highway 1.

The Advent Health Off-Site Emergency Department (OSED) Planned Business Development seeks to allow an approximately 13,451 square foot building and associated site improvements under certain conditions on 2.47 acres. The site is designated as “Low Intensity Commercial” on the Future Land Use Map with a B-7, Highway Tourist Commercial zoning classification. The project has sought a Planned Business Development to alter the greenbelt standards fronting North U.S. Highway 1 and Interstate 95, allow alternative site signage and wall signage.

The Planning Board reviewed the Planned Business Development Issuance of a Development Order and recommended approval of the project. The Planning Board approval includes allowing a site sign with a height of 12 feet for the development.

Financial Impact

None

Citizen Impact

The application for the Advent Health Off-Site Emergency Department is expected to have a positive impact on citizens by helping to redevelop a key site within the I-95 and U.S. Highway 1 interchange area. Additionally, the use will provide the community access to emergency medical care that is not currently available in the North U.S. Highway 1 corridor.

Attachments

1. 25-40 Planning 1561 N. US Highway 1, Advent Health Development Order Ord. (P25-0179G)
2. Planning, 1561 N. US Highway 1, Advent Health, Development Order (P25-0179G)
3. Exhibit A, Advent OSED Legal Description
4. Exhibit B, SPRC Comments
5. Exhibit C, Conditions, Advent Health OSED
6. Exhibit D, Signage
7. Exhibit E, Greenbelt buffer
8. Exhibit F, Site Plans
9. 11.13.2025 Advent OSED DO, PB Staff Report (8.5X11)
10. 11.13.2025, Draft Planning Board minutes, Advent DO
11. Ordinance BIE, LDC Amendment, Advent OSED DO

ORDINANCE NO. 2025-40

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 1561 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE "ADVENT HEALTH OFF-SITE EMERGENCY DEPARTMENT"; AUTHORIZING THE REDEVELOPMENT OF THE PROPERTY FOR A MEDICAL USE; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Kimley-Horn and Associates, Inc., a foreign profit corporation, ("Applicant") with the authorization of Memorial Health Systems, Inc., a Florida not-for-profit corporation, the owner of real property ("Property Owner") located at 1561 North U.S. Highway 1 (Volusia County parcel number 3136-01-17-0010), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, the Applicant with authorization from the Property Owner, has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development to allow an approximately 13,451 square foot off-site emergency department building and associated site improvements under certain conditions on the Property, consisting of approximately 2.47 acres, to be known as "Advent Health Off-Site Emergency Department" as described and depicted in the Planned Business Development (PBD) Development Order attached hereto and incorporated herein, and

WHEREAS, the Property has been rezoned from B-7, Highway Tourist

Commercial, to PBD, Planned Business Development, and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-7, Highway Tourist Commercial district, except as otherwise provided in the PBD Development Order, and

WHEREAS, the Planning Board held a public hearing on November 13, 2025, in accordance with Section 1-15(c)(5) of the *Land Development Code,* and has recommended approval of the proposed Development Order for the project, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes,* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations, and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business

Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application for the issuance of a Planned Business Development (PBD) Development Order for the "Advent Health Off-Site Emergency Department" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the "Advent Health Off-Site Emergency Department" Planned Business Development to allow an approximately 13,451 square foot off-site emergency department building and associated site improvements under certain conditions on the Property, consisting of approximately 2.47 acres.

SECTION THREE. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission this 16th day

of December 2025.

PASSED UPON at the second and final reading of the City Commission this 20th day of January 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Kimley-Horn and Associates, Inc., a foreign profit corporation with authorization of Memorial Health Systems, Inc., a Florida not-for-profit corporation
	Application No.	2025-169
	Project Name:	Advent Health Off-Site Emergency Department
	Property Address:	1561 North U.S. Highway 1
	Parcel ID No.:	3136-01-17-0010

PLANNED BUSINESS DEVELOPMENT
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on December 16, 2025 and January 20, 2026, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

10. The testimony provided at public hearings.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Kimley-Horn and Associates, Inc., a foreign profit corporation, with the authorization of Memorial Health Systems, Inc., a Florida not-for-profit corporation, the owner of real property ("Property Owner") located at 1561 North U.S. Highway 1 (Volusia County parcel number 3136-01-17-0010), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), for a Development Order for a Planned Business Development to be known as "Advent Health Off-Site Emergency Department" to allow an approximately 13,451 square foot off-site emergency department building and associated site improvements under certain conditions on the Property, consisting of approximately 2.47 acres and associated site improvements on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, Planned Business Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee attached in Exhibit "B" shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "C";

4. Full and complete compliance with the Applicant's Signage Plan attached as Exhibit "D";

5. Full and complete compliance with the Applicant's Greenbelt Buffer Plan attached as Exhibit "E";

6. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "F";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibits "D", "E" and "F".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(C)(2) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of two (2) years, any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(C)(2) of the *Land Development Code,* and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be January 20, 2029, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(C)(2), of the

Land Development Code. If a building or site engineering permit is issued on or before January 20, 2029 the project shall be vested.

I. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Memorial Health Systems, Inc., a Florida not-for-profit corporation, and shall be binding upon Memorial Health Systems, Inc., a Florida not-for-profit corporation, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 20th day of January 2026.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

LEGAL DESCRIPTION

From Donald W. McIntosh Associates, Inc. Survey, dated October 22, 2024, 1561 North U.S. Highway 1 – Parcel ID: 3136-01-17-0010

DESCRIPTION (per Fidelity National Title Insurance Company Title Commitment, file number 13872–5)
(SHOWN HEREON AS DESCRIPTION 1 (D1))

Block 17, except that part taken by U.S. No. 1 and Interstate Highway No. 95, NATIONAL GARDENS, as recorded in Map Book 10, Pages 250–253, inclusive, of the Public Records of Volusia County, Florida, more particularly described as follows:

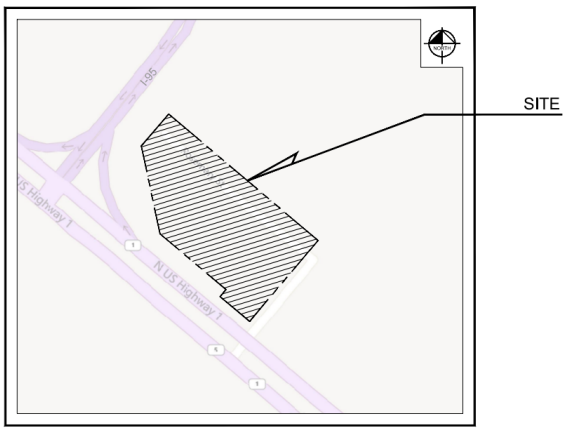
BEGINNING at the Southeasterly corner of said Block 17; thence South 40°15'10" West along the Northerly right of way of Rosemary Street having a 60 foot right of way, being also the Southerly line of said Block 17, 234.2 feet to a point in the Easterly right of way of U.S. No. 1 being a 160 foot right of way; thence North 49°55'20" West along the Easterly right of way of said U.S. No. 1, 96.9 feet to a point in aforesaid right of way; thence North 40°04'40" East along the new right of way of I–95, 23.0 feet to a point therein; thence North 49°55'20" West along said I–95 right of way, 216.8 feet to a point therein; thence North 12°04'28" West along said right of way, 226.35 feet; thence North 40°52'45" East along said right of way 76.09 feet to a point therein being also in the Westerly right of way of Atlantic Road being a 60 foot right of way, being also in the Easterly line of Block 17 aforesaid; thence South 49°29'00" East along said right of way and said Easterly line of Block 17, 492.10 feet to the Point of BEGINNING. Together with the Southwesterly 30.00 feet of vacated Atlantic Road, a 60.00 foot right of way, abutting the Northeasterly line thereof.

Also described as:
(SHOWN HEREON AS DESCRIPTION 2 (D2))

Block 17, except that part taken by U.S. No. 1 and Interstate Highway No. 95, Together with the Southwesterly 30.00 feet of vacated Atlantic Road, NATIONAL GARDENS, as recorded in Map Book 10, Pages 250–253, inclusive, of the Public Records of Volusia County, Florida, more particularly described as follows:

BEGINNING at the Southeasterly corner of said Block 17; thence South 40°10'06" West along the Northerly right of way of Rosemary Street having a 60 foot right of way, being also the Southerly line of said Block 17, 234.20 feet to a point in the Easterly right of way of U.S. No. 1 being a 160 foot right of way; thence North 49°55'20" West along the Easterly right of way of said U.S. No. 1, 96.82 feet to a point in aforesaid right of way; thence North 40°04'40" East along the new right of way of I–95, 23.0 feet to a point therein; thence North 49°55'20" West along said I–95 right of way, 216.78 feet to a point therein; thence North 12°04'00" West along said right of way, 226.11 feet; thence North 40°30'58" East along said right of way 106.21 feet to a point lying in the centerline of vacated Atlantic Road being a 60 foot right of way; thence South 49°29'00" East along said centerline, 491.75; thence South 40°10'06" West, 30.00 feet to the Point of BEGINNING.

Map of Area



SECTIONS 36, TOWNSHIP 13, RANGE 31
LOCATION MAP
N.T.S.

PARCEL ID:	3136-01-17-0010
OWNER:	MEMORIAL HEALTH SYSTEMS, INC., A FLORIDA NOT FOR PROFIT CORPORATION
APPLICANT:	KIMLEY-HORN AND ASSOCIATES, INC., A FOREIGN PROFIT COMPANY
SPECIAL EXCEPTION ADDRESS:	1561 NORTH U.S. HIGHWAY 1, ORMOND BEACH, FLORIDA 32174

eReview Session for SPRC Review v.3

FILES: 2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf
2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf
2025-10-15 - DRAINAGE REPORT-AH - Ormond Beach OSED-SJRWMD.pdf
2025-10-15 - Greenbelt Buffer Exhibit.pdf
A201 - EXTERIOR ELEVATIONS.pdf
Comment Response Letter 2025-10-15.pdf
E103 - SITE LIGHTING PHOTOMETRICS DETAILS.pdf
PA203 - EXTERIOR ELEVATIONS AND FINISH LEGEND-1.pdf
Signage Plan - AdventHealth Ormond Beach OSED.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Peter Youssef	OLD, Do not review	10/16/2025 6:18 pm	PA203 - EXTERIOR ELEVATIONS AND FINISH LEGEND-1.pdf	1
Mike	Advisory: Note appears to be left over from previous plan sheet version	10/21/2025 1:28 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	11
Steven Spraker	23'-10"	10/21/2025 4:32 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	1
Cara Culliver	Per previous comment 08-29-25, please state on this plan a 60' Greenbelt buffer is required & staff is accepting 36' foot buffer along I-95 which is 24' feet, however the buffer will be planted to the 60' Greenbelt requirement by upsizing the trees.	10/21/2025 8:45 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	- Per previous comment (08-29-25), the Greenbelt buffer can't be located within the helipad area.	10/21/2025 8:47 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	This project is under the new landscape code, please update new tree prices, see Mitigation Chart C in attachment folder	10/21/2025 8:59 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Please use the updated Protected Tree Mitigation Chart A, see attachment folder	10/21/2025 9:01 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Pricing is $324 dollars per tree	10/21/2025 9:03 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	(14) Palms/3=5 Trees (Palms are 3:1)	10/21/2025 9:15 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	14 Palms/3 = 5	10/21/2025 9:15 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2

Cara Culliver	Show calculations	10/21/2025	9:16 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	23 Palms/3 = 8	10/21/2025	9:16 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Correct the math	10/21/2025	9:18 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	N/A	10/21/2025	9:20 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Steven Spraker	Per previous comment: Chain link fencing. The Land Development Code prohibits chain link fencing in commercial zoning districts. Section 2-50(n)(4)(d) states, "Chainlink fencing shall be prohibited within all commercial zoning districts (B-1, B-2, B-4, B-5, B-6, B-7, B-8, B-9, and B-10)." This item needs to be separated out into an additional PBD deviation. This will be a SPRC PBD determination.	10/21/2025	9:57 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Steven Spraker	Greenbelt buffer encroachments needs to be a SPRC PBD determination.	10/21/2025	9:58 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Steven Spraker	Proposed ground sign needs to be a SPRC PBD determination.	10/21/2025	10:00 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Steven Spraker	Please include photometric plan in plan set.	10/21/2025	10:02 pm	E103 - SITE LIGHTING PHOTOMETRIC DETAILS.pdf	1
Steven Spraker	Light pole fixture is shown at 25'. Section 3-68(9)(b)(1) states, Poles and fixtures shall not exceed twenty feet (20') in height above grade. Please revise light fixture to 20' maximum height.	10/21/2025	10:03 pm	E103 - SITE LIGHTING PHOTOMETRIC DETAILS.pdf	1
Steven Spraker	Signage is required to be approved via the PBD as variations are required.	10/21/2025	10:05 pm	Signage Plan - AdventHealth Ormond Beach OSED.pdf	1
Peter Youssef	Please add Do Not Enter Sign and provide a construction detail.	10/22/2025	2:39 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Peter Youssef	Please call out the maximum running slope of the proposed ADA accessible access.	10/22/2025	2:55 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	8
Cara Culliver	5	10/22/2025	4:05 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	13	10/22/2025	4:06 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	7	10/22/2025	4:06 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	14	10/22/2025	4:06 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	N/A	10/22/2025	4:07 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Due to not meeting the specimen tree requirement you will need to use Mitigation Chart C.	10/22/2025	4:08 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	5 Trees	10/22/2025	4:17 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	13	10/22/2025	4:18 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Please add the (5) 17" Cypress trees to this chart	10/22/2025	4:33 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Peter Youssef	Please show on the plans how the generated runoff from the building will be directed to the inlet DO6 to match the provided HGL calculations	10/22/2025	4:36 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	9
Cara Culliver	105 LF (x) 60' Greenbelt = 6,300 SF/200 = 32 Required Trees	10/22/2025	4:49 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	6,300 SF (x) 60% Native = 3,780 SF REQ.	10/22/2025	4:51 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	With each resubmittal provide the date & reason; Update this revision box on all sheets	10/22/2025	4:59 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4

Cara Culliver	WEST BUFFER CALCULATIONS: REQUIRES 32 TREES PROVIDED: (8) TREES @ 5" CALIPER (4 TREE CREDITS) = 32 TREES - ADD INFORMATION TO CHART - TO FIGURE TREE CREDITS USE MITIGATION CHA B	10/22/2025	5:03 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Scale back and only use 8 trees (See Calculations)	10/22/2025	5:06 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Add information on chart (typ.)	10/22/2025	5:07 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Add more diversity of native plants	10/22/2025	5:08 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Peter Youssef	Please refer to the City Detail M-13 and replace the detail shown in sheet C2.1.	10/22/2025	5:09 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	5
Peter Youssef	Please show on the plans the proposed easement information, to whom it will be dedicated, and provide its documentation and agreements (if any).	10/22/2025	6:06 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	530 LF Subt. 10' East buffer = 520 LF (x) 36' Greenbelt = 18,720 SF/200 = 94 Required Trees	10/22/2025	6:22 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Combine the 2 south buffers into one	10/22/2025	6:24 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	347 LF	10/22/2025	6:31 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	18,720 SF (x) 60% Native = 11,232 SF REQ.	10/22/2025	6:32 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Add more diversity of native plants for shrubs & ground covers	10/22/2025	6:33 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Greenbelt buffer needs to present from the street with shrubs in the background and creating 3 tiers of plant materials from high, mid and low.	10/22/2025	6:34 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Using 5" caliper trees and you would need 24 Trees total (See Mitigation Chart B - 19.6 sq in divided by 4.9 (2.5") = 4 tree credits - Shade tree needs to be spaced 30' feet apart and not all the greenbelt trees need to be canopy trees. You can provide a mix of shade and understory trees.	10/22/2025	6:37 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	19'-6"	10/22/2025	6:40 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Provided Trees = 94 (24 trees @ 5" caliper (4 tree credits) = 96 Trees	10/22/2025	6:49 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Space buffer trees out to eliminate gaps	10/22/2025	6:54 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	4 PP Trees	10/22/2025	6:54 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	10 PP	10/22/2025	6:57 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	462'	10/22/2025	6:58 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	492 LF Subt. 20' greenbelt & 10' East buffer = 462/100 (x) 2 = LF (x) 2 = 9 Required Trees	10/22/2025	6:58 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	42	10/22/2025	7:02 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	22 @ 5" (4 tree credits) = 88 Trees	10/22/2025	7:03 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	1.24 Ac = 54,014 SF/400 = 135 Trees	10/22/2025	7:04 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4

EXHIBIT "C"

1561 North U.S. Highway 1
Advent Health Off-Site Emergency Department
Special Conditions

1. **Uses allowed.** The property shall maintain the uses and dimensional standards of the B-7, Highway Tourist Commercial zoning district.

2. **Project size.** Total project size is approximately 2.47 acres.

3. **Site signage.** The project is proposing a ground sign of 12' in height along North U.S. Highway 1, totaling 17 square feet. Section 2-73(c)(3) of the Land Development Code states, "The provisions of chapter 3, article IV of this Land Development Code, sign regulations, shall apply to the Greenbelt Preservation District." Section 3-47(C)(1) of the Land Development Code requires only monument signs that are a maximum height of 8'. The ground sign of 12' in height is hereby granted and shown in Exhibit "D".

4. **Wall signage.** Section 3-48(E)(1) of the Land Development Code states the following for wall signage,

   "a. Linear building frontage, up to thirty (30) feet: one (1) square foot of signage per one (1) linear foot of building frontage. b. Linear building frontage, over thirty (30) feet: one (1) square foot of signage per one linear foot of building frontage up to thirty (30) feet, plus one-half (0.5) square foot for each linear foot thereafter." Based on the proposed building length, a total of two (2) signs would be allowed with a total square footage of 146.25 square feet.

   The Applicant is hereby granted the following signage, as shown in Exhibit "D":

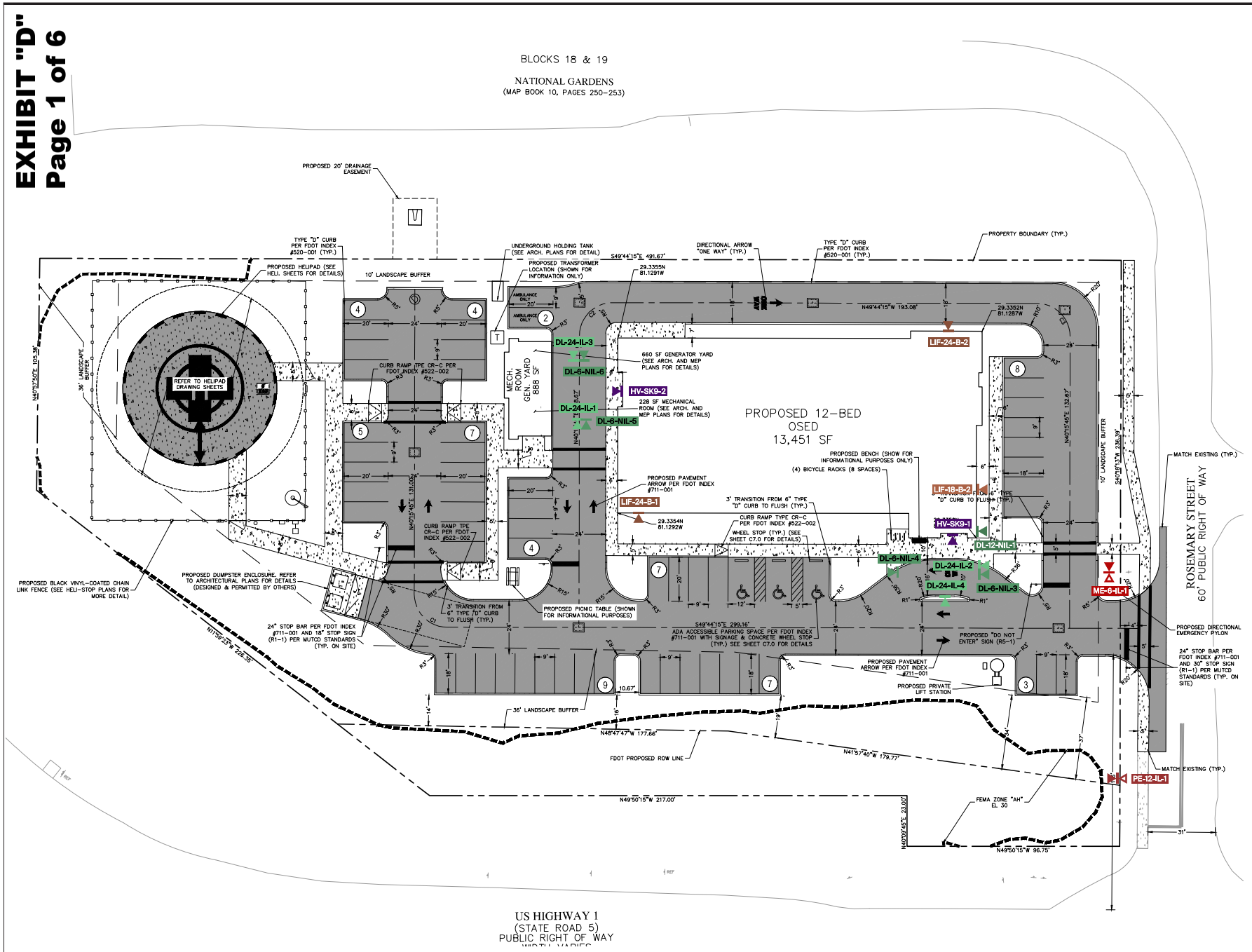
#	Sign	Square Footage
1.	Advent Health	212.50
2.	Advent Health	143.50
3.	Ambulance	35.67
4.	Emergency	35.50
5.	ER	45.11
	Total	**472.28**

5. **Greenbelt and Gateway Preservation District Buffer (Greenbelt buffer).** Section 2-73(b)(1) of the Land Development Code requires a 36' landscape buffer along North U.S. Highway 1. Section 2-73(c)(1) of the Land Development Code requires a 60' landscape buffer along Interstate 95. The site plans (EX-01 and L1.00) show Greenbelt buffer widths that are less than required by the Land Development Code. Along North U.S. Highway 1, the closest width is

approximately 14' and varies based on the right-of-way taking from the Florida Department of Transportation. Along Interstate 95, the closest width is approximately 22'. Based on upsizing, the project is providing the landscape materials needed within the Greenbelt buffer. The Greenbelt buffer reductions are hereby granted and shown in Exhibit “E”.

6. **Fencing.** The fencing around the heliport is to be wrought iron, with no chain-link allowed.

EXHIBIT "D"
Page 1 of 6



A1	EXTERIOR LOCATION PLAN
1/16" = 1' 0"	

AdventHealth
ORMOND BEACH
12 BED OSED

Hunton Brady
ARCHITECTS

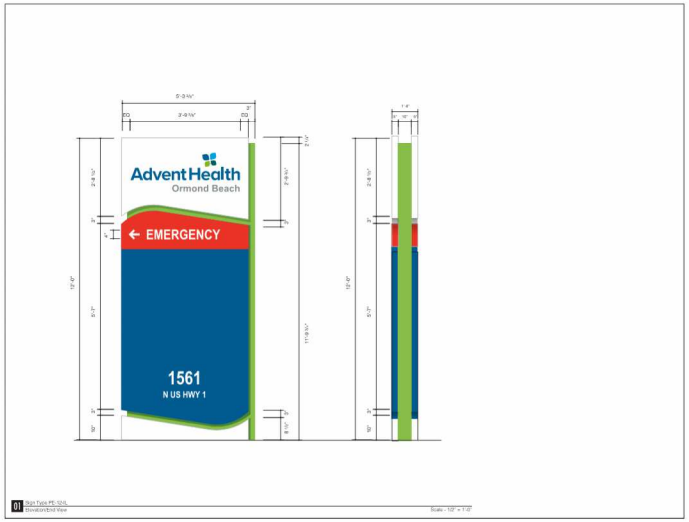
DATE	SUBMISSION	NO
10.17.25	PERMIT SET	

LOCATION PLAN
SITE PLAN - OVERALL

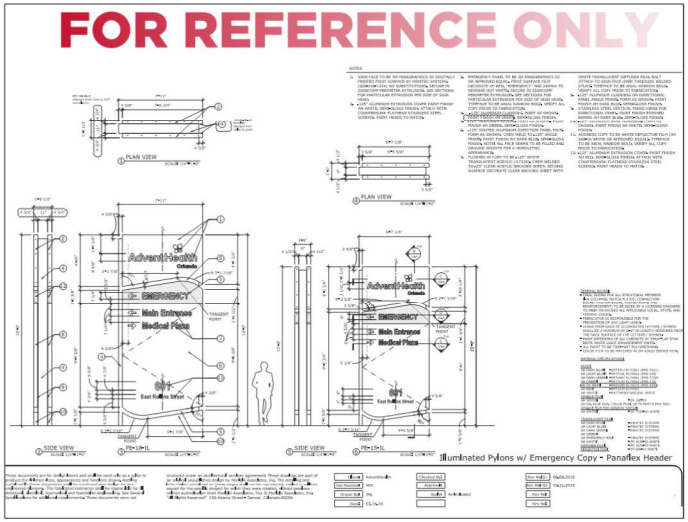
PROJ. NO. H-24103.00 SHEET
DRAWN KF W100

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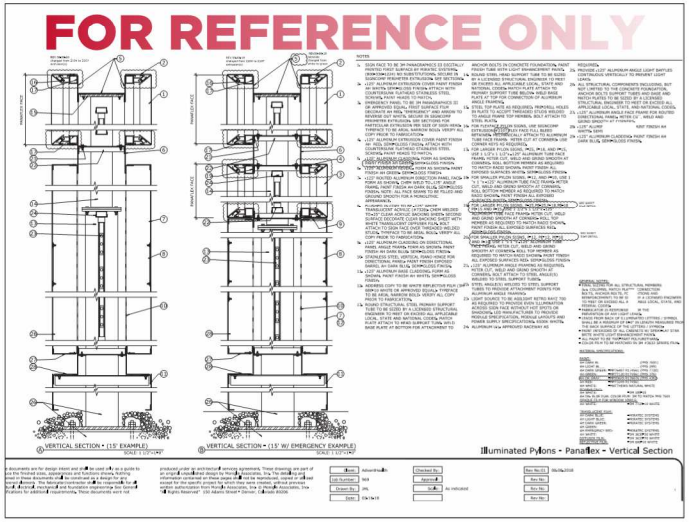


FOR REFERENCE ONLY



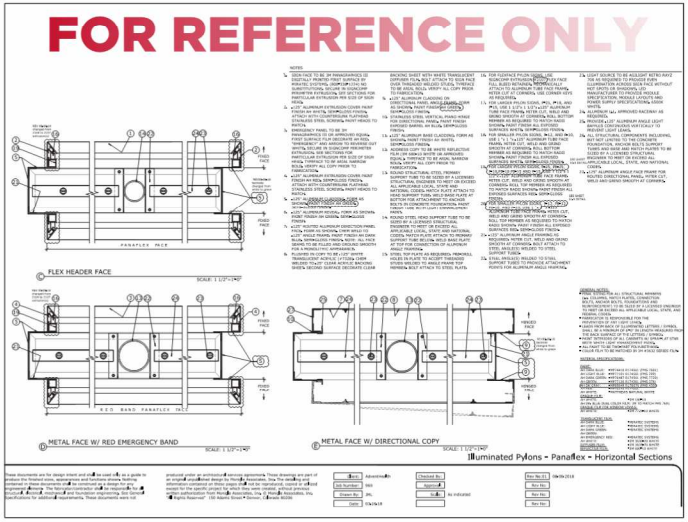
Illuminated Pylons w/ Emergency Copy - Panaflex Header

FOR REFERENCE ONLY



Illuminated Pylons - Panaflex - Vertical Section

FOR REFERENCE ONLY



Illuminated Pylons - Panaflex - Horizontal Sections

AdventHealth
ORMOND BEACH
12 BED OSED

Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO
10.17.25	PERMIT SET	

SIGNAGE ELEVATIONS

PROJ. NO. H-24103.00 SHEET
DRAWN KF W600

SIGNAGE

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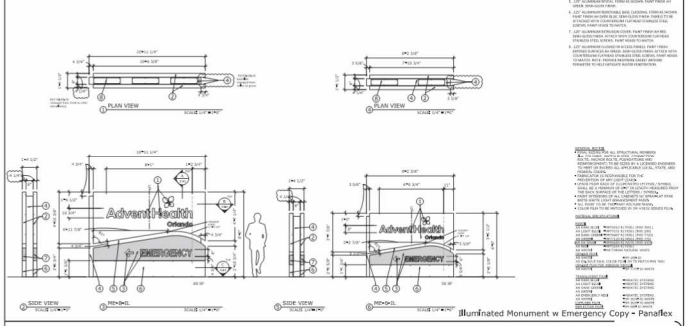
Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type ME4-IL
Elevation / End View

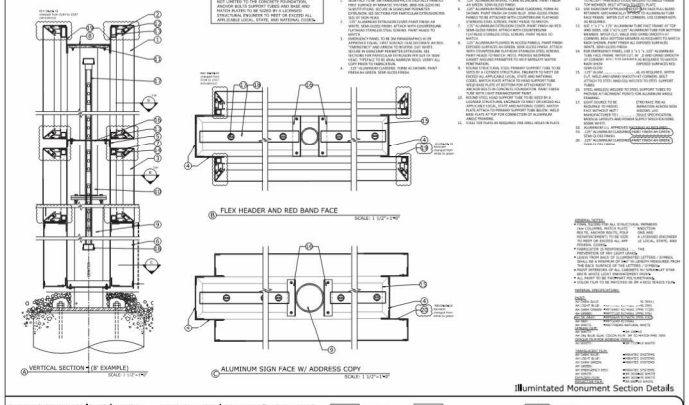
Scale: 1/2" = 1'-0"

FOR REFERENCE ONLY



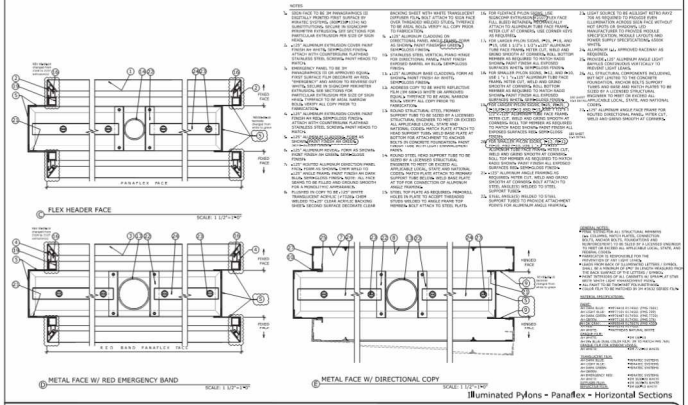
Illuminated Monument w Emergency Copy - Panaflex

FOR REFERENCE ONLY



Illuminated Monument Section Details

FOR REFERENCE ONLY



Illuminated Pylons - Panaflex - Horizontal Sections

AdventHealth
ORMOND BEACH
12 BED OSED

Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO
10.17.25	PERMIT SET	

SIGNAGE ELEVATIONS

PROJ. NO. H-24103.00
DRAWN KF

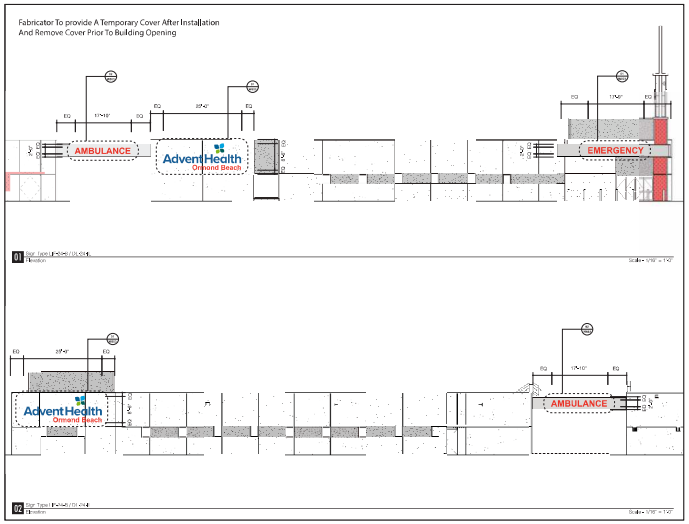
SHEET
W601

SIGNAGE

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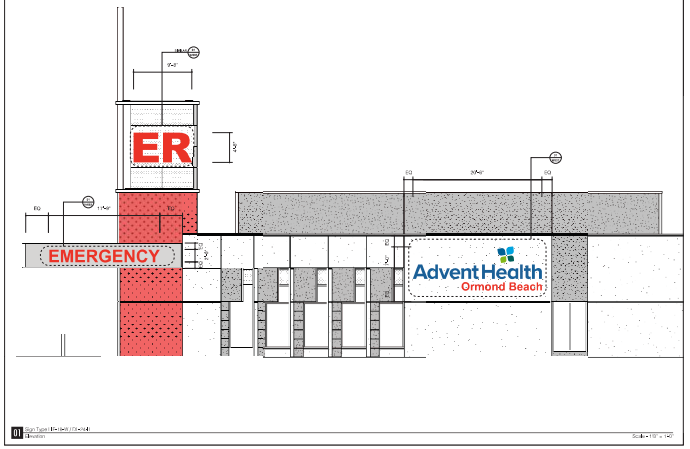
Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type I Elevation — Scale: 1/16" = 1'-0"

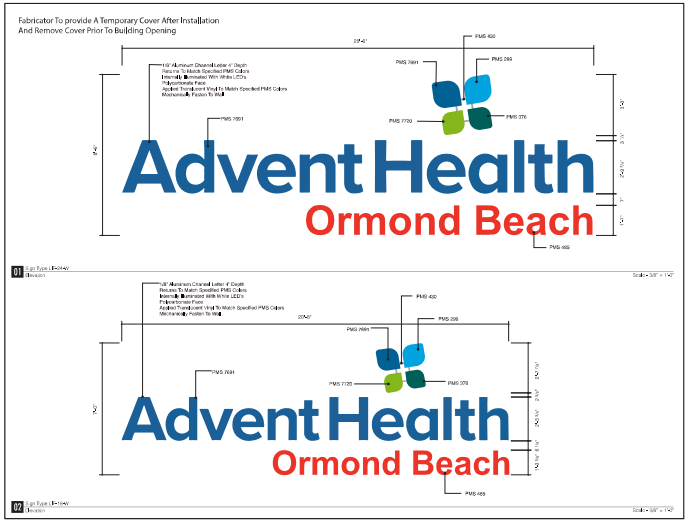
02 Sign Type I Elevation — Scale: 1/16" = 1'-0"

Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type I Elevation — Scale: 1/16" = 1'-0"

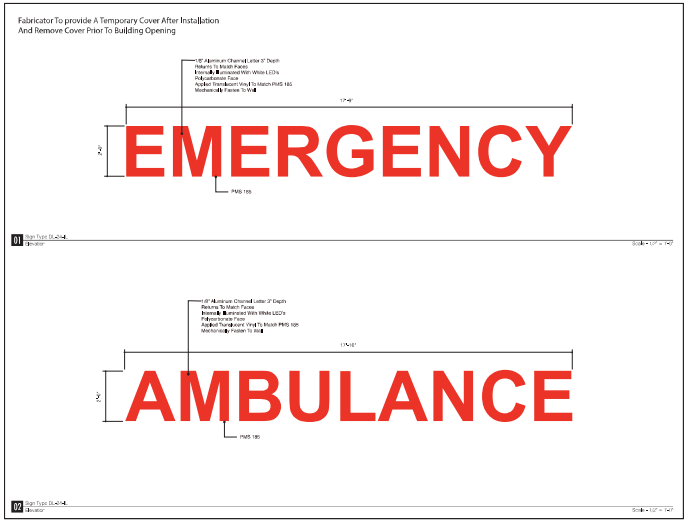
Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type II Elevation — Scale: 3/8" = 1'-0"

02 Sign Type II Elevation — Scale: 3/8" = 1'-0"

Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type III Elevation — Scale: 1/2" = 1'-0"

02 Sign Type III Elevation — Scale: 1/2" = 1'-0"

AdventHealth
ORMOND BEACH
12 BED OSED

Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO
10.17.25	PERMIT SET	

SIGNAGE ELEVATIONS

PROJ. NO. H-24103.00
DRAWN KF
SHEET W602

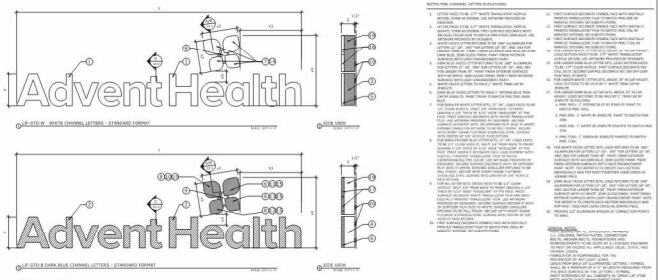
SIGNAGE

NTS

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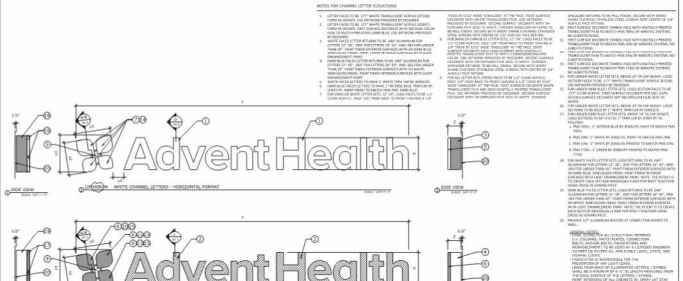


LP-STD-R DARK BLUE CHANNEL LETTERS - STANDARD FORMAT

Sign Type	A	X2	X3	X4	Y	Y2	Y3	Z	SYMBOL
LP-60-STD-R	5'-0"	3'-1 1/4"	1'-8 1/2"	11'-2"	4ft-10 1/4"	5'-6 3/4"	9'-7 3/4"	9"	TRON CAP
LP-48-STD-R	4'-0"	2'-6"	1'-4 1/2"	8'-11 1/4"	3ft-10 3/4"	4'-5 3/4"	7'-8 1/2"	9"	TRON CAP
LP-42-STD-R	3'-6"	2'-2"	1'-2 3/4"	7'-9 3/4"	3ft-4 3/4"	3'-10 3/4"	6'-8"	9"	TRON CAP
LP-36-STD-R	3'-0"	1'-11 1/2"	1'-1 3/4"	6'-8 1/4"	2ft-11"	3'-4"	5'-8 3/4"	9"	TRON CAP
LP-30-STD-R	2'-6"	2'-4 3/4"	1'-1 1/2"	5'-7"	2ft-5 1/4"	2'-8 3/4"	4'-9 3/4"	9"	TRON CAP
LP-24-STD-R	2'-0"	2'-1 1/2"	1 1/4"	4'-5 3/4"	1ft-11 1/4"	2'-1 1/4"	3'-9 1/2"	9"	TRON CAP
LP-18-STD-R	1'-6"	1'-9 1/4"	1"	3'-4 1/4"	1ft-5 1/2"	1'-6"	2'-10 1/4"	9"	TRONLESS
LP-12-STD-R	1'-0"	1'-3 1/4"	4 1/8"	2'-3 1/4"	0'-11 5/8"	1'-1 1/8"	1'-11 1/4"	9"	TRONLESS

Standard Channel Letter Elevations

FOR REFERENCE ONLY



LP-STD-W WHITE CHANNEL LETTERS - HORIZONTAL FORMAT

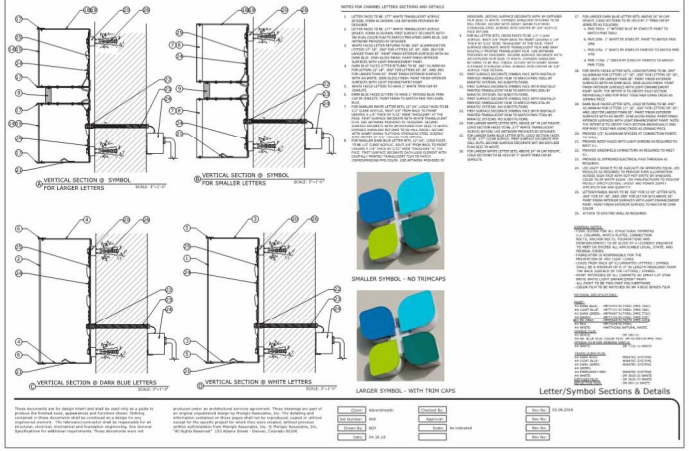
LP-STD-B BLUE CHANNEL LETTERS - HORIZONTAL FORMAT

HORIZONTAL FORMAT

Sign Type	A	X2	X3	X4	Y	Y2	Y3	Z	SYMBOL
LP-60-HOR-W	5'-0"	3'-1 1/4"	1'-8 1/2"	11'-2"	4ft-10 1/4"	5'-6 3/4"	1'-8 3/4"	9"	TRON CAP
LP-48-HOR-W	4'-0"	2'-6"	1'-4 1/2"	8'-11 1/4"	3ft-10 3/4"	4'-5 3/4"	1'-4 1/4"	9"	TRON CAP
LP-42-HOR-W	3'-6"	2'-2"	1'-2 3/4"	7'-9 3/4"	3ft-4 3/4"	3'-10 3/4"	1'-2 1/4"	9"	TRON CAP
LP-36-HOR-W	3'-0"	1'-11 1/2"	1'-1 3/4"	6'-8 1/4"	2ft-11"	3'-4"	1'-0 3/4"	9"	TRON CAP
LP-30-HOR-W	2'-6"	2'-4 3/4"	1'-1 1/2"	5'-7"	2ft-5 1/4"	2'-8 3/4"	0'-10 3/4"	9"	TRON CAP
LP-24-HOR-W	2'-0"	2'-1 1/2"	1 1/4"	4'-5 3/4"	1ft-11 1/4"	2'-1 1/4"	0'-8 3/4"	9"	TRONLESS
LP-18-HOR-W	1'-6"	1'-9 1/4"	1"	3'-4 1/4"	1ft-5 1/2"	1'-6"	0'-6 1/4"	9"	TRONLESS
LP-12-HOR-W	1'-0"	1'-3 1/4"	4 1/8"	2'-3 1/4"	0'-11 5/8"	1'-1 1/8"	0'-4 1/8"	9"	TRONLESS

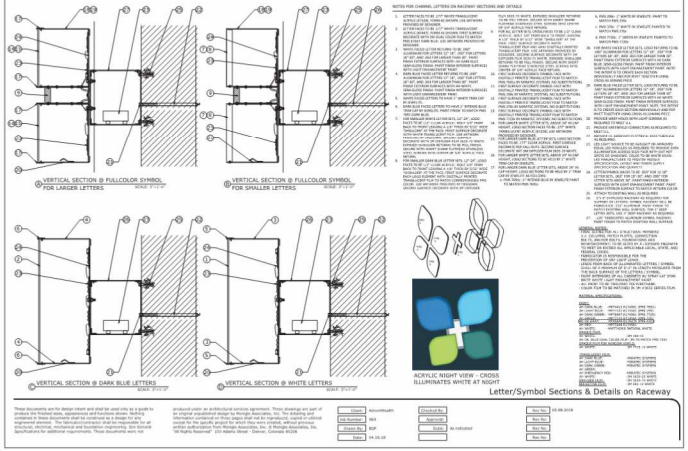
Horizontal Channel Letters

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Letter/Symbol Sections & Details

FOR REFERENCE ONLY



Letter/Symbol Sections & Details on Raceway

AdventHealth
ORMOND BEACH
12 BED OSED

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ARCHITECTS

DATE	SUBMISSION	NO
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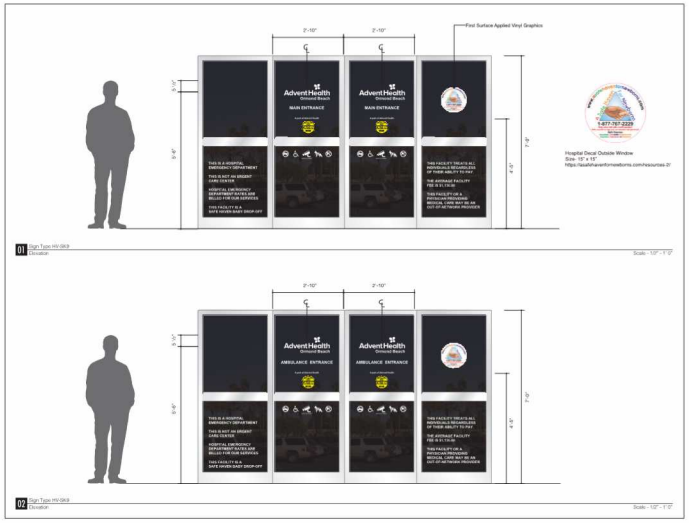
SIGNAGE ELEVATIONS

PROJ. NO. H-24103.00
DRAWN KF
SHEET W603

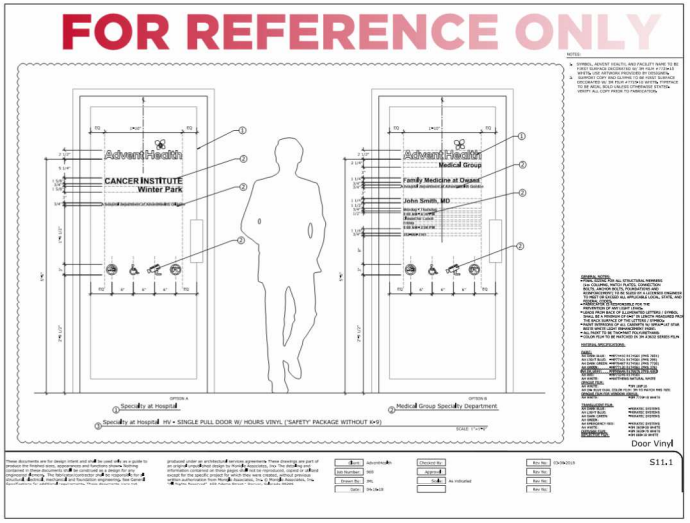
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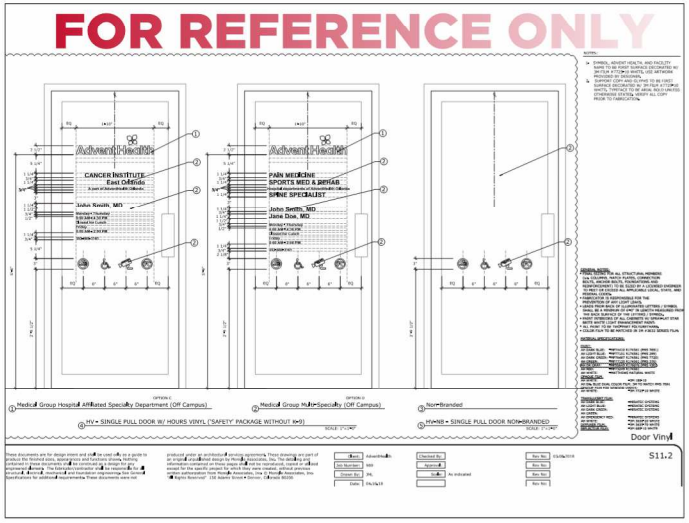
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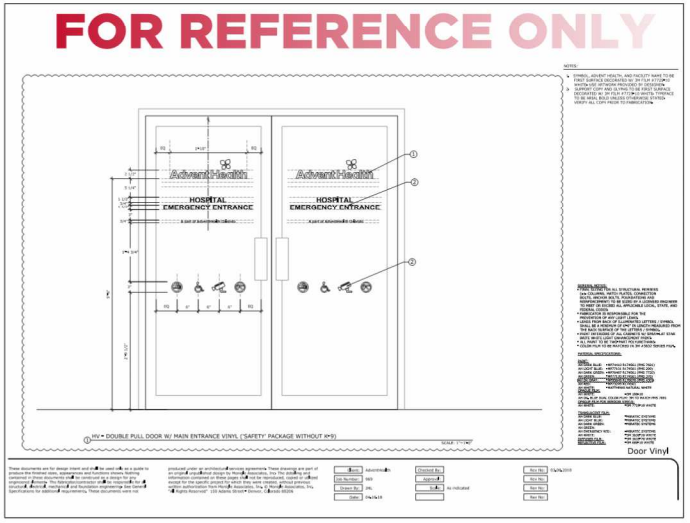
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Hospital Decal Outside Window
Scale: 10" x 10"
https://asahiaventformswebcms.com/resources-2/







AdventHealth
ORMOND BEACH
12 BED OSED

Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO
10.17.25	PERMIT SET	

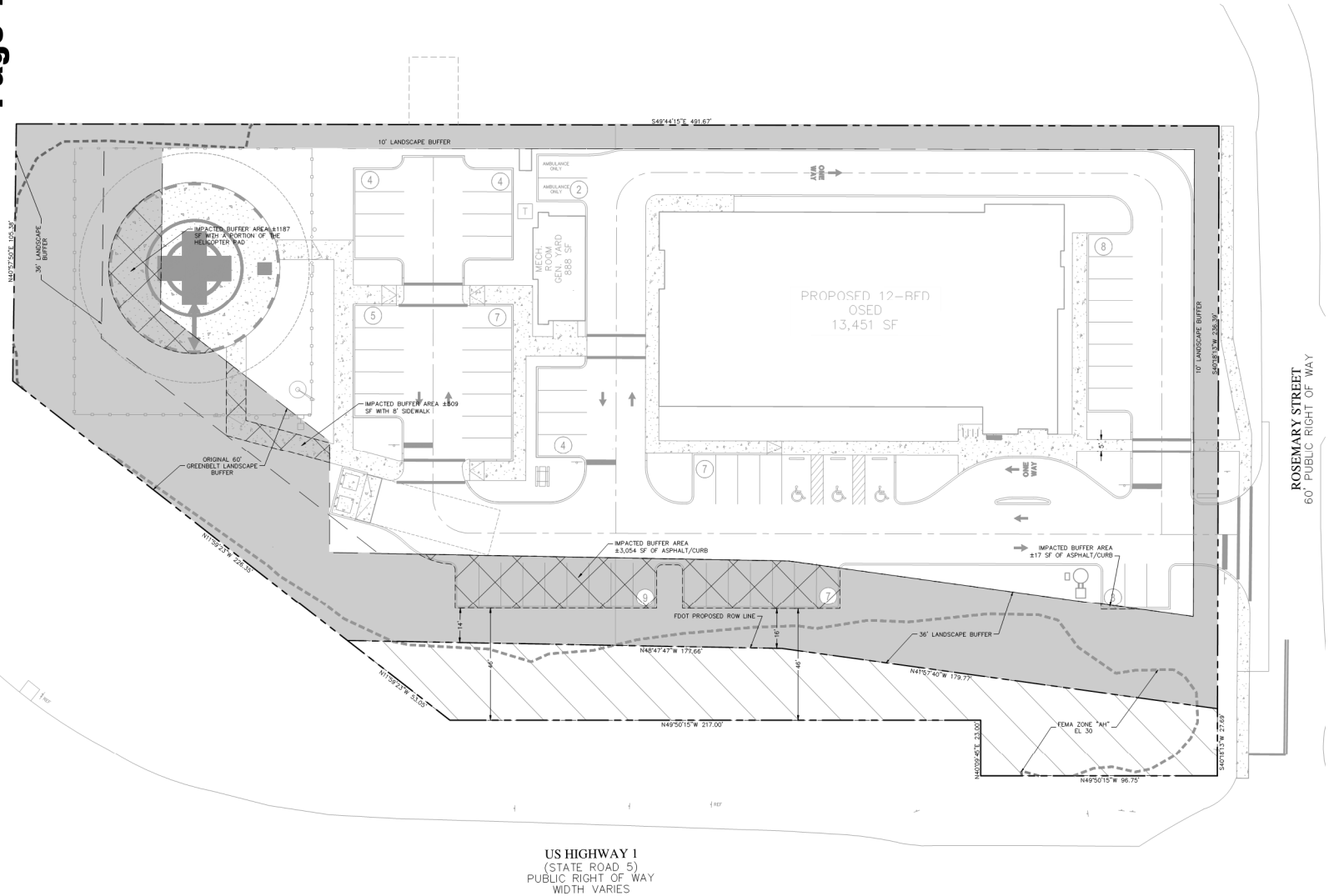
SIGNAGE ELEVATIONS

PROJ. NO. H-24103.00 SHEET
DRAWN KF W604

SIGNAGE

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OVERALL SITE DATA

SITE ACREAGE CALCULATION:		
GROSS SITE AREA:	2.47 ACRES	
MAX. FAR:	0.60	
PROPOSED FAR:	0.13	
PROPOSED INTERIOR BUILDING AREA		
EMERGENCY DEPARTMENT FLOOR AREA:	13,451	SF
MECHANICAL ROOM FLOOR AREA:	888	SF
TOTAL FLOOR AREA:	14,339	SF
MAX. BUILDING HEIGHT:	75 FEET	
PROPOSED BUILDING HEIGHT:	29 FEET	
FUTURE LAND USE/ZONING:	LOW INTENSITY COMMERCIAL (LIC)	
PROPOSED USE:	EMERGENCY DEPARTMENT	
ADJACENT FUTURE LAND USE/ZONING:		
NORTH:	LOW INTENSITY COMMERCIAL (LIC)	
EAST:	LOW INTENSITY COMMERCIAL (LIC)	
SOUTH:	LOW INTENSITY COMMERCIAL (LIC)	
WEST:	LOW INTENSITY COMMERCIAL (LIC)	
EXISTING USE:	VACANT	
PROPOSED USE:	12-BED OFF-SITE EMERGENCY DEPARTMENT	

BUILDING SETBACKS	REQUIRED	PROVIDED
NORTH:	20 FEET	36 FEET
EAST:	20 FEET	63 FEET
SOUTH:	20 FEET	66 FEET
WEST:	20 FEET	36 FEET

LANDSCAPE BUFFERS PRE ROW DEDICATION :	REQUIRED	PROVIDED
NORTH:	10 FEET	10 FEET
EAST:	10 FEET	10 FEET
SOUTH:	36 FEET	46 FEET
WEST:	60 FEET	±39 FEET

LANDSCAPE BUFFERS POST ROW DEDICATION :	REQUIRED	PROVIDED
NORTH:	10 FEET	10 FEET
EAST:	10 FEET	10 FEET
SOUTH:	36 FEET	MIN 14 FEET (36 FEET AVG)
WEST:	60 FEET	±39 FEET

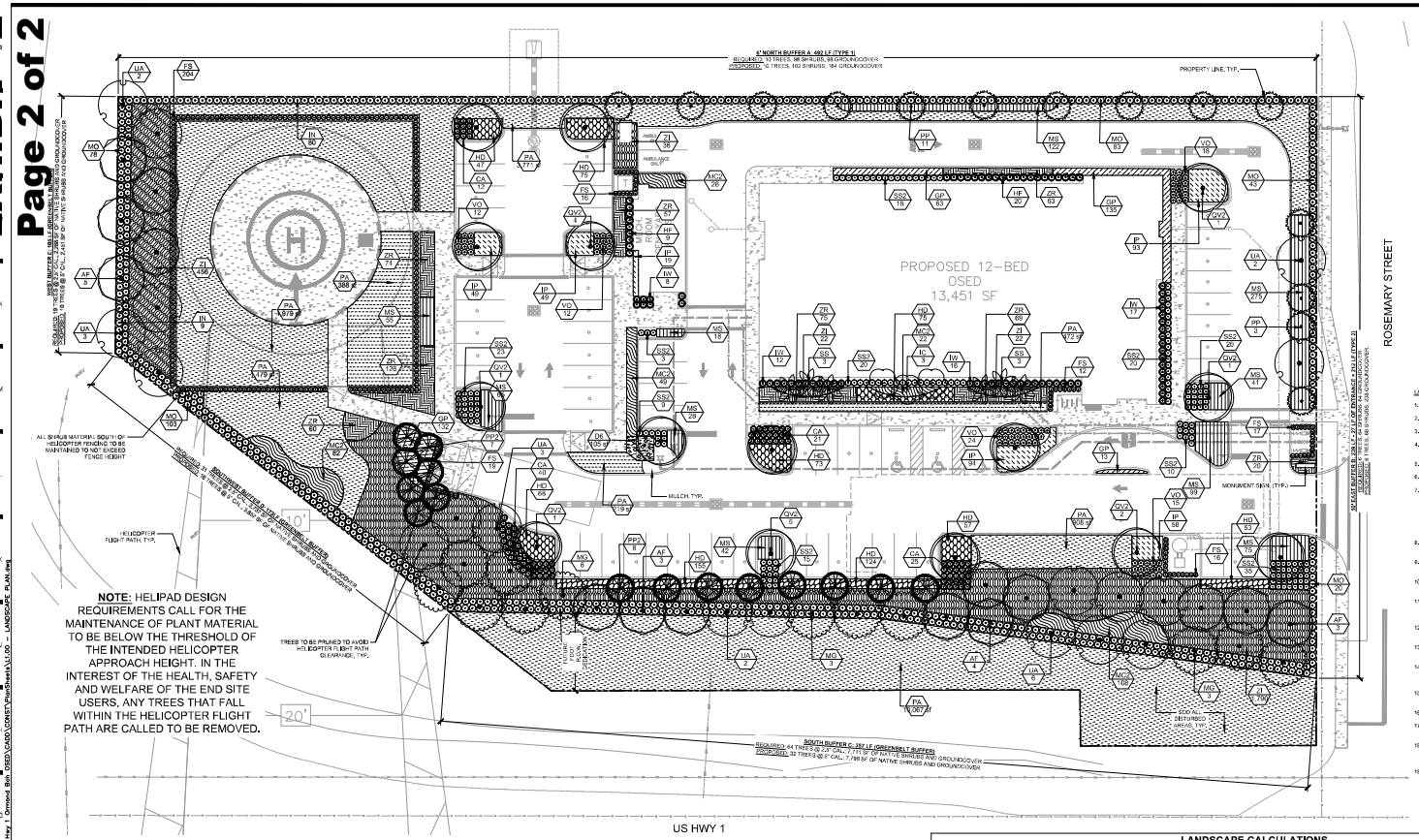
LEGEND

- PROPERTY BOUNDARY
- LANDSCAPE BUFFER
- POTENTIAL ROW DEDICATION
- REQUIRED LANDSCAPE BUFFER
- IMPACTED BUFFER AREA

EX-01	ADVENT HEALTH - ORMOND BEACH CITY OF ORMOND BEACH	GREENBELT BUFFER EXHIBIT 10/15/25 - CONTACT JAROD STUBBS, P.E. (386) 271-0272

GRAPHIC SCALE IN FEET
0 10 20 40
NORTH

Kimley»Horn



NOTE: HELIPAD DESIGN REQUIREMENTS CALL FOR THE MAINTENANCE OF PLANT MATERIAL TO BE BELOW THE THRESHOLD OF THE INTENDED HELICOPTER APPROACH HEIGHT. IN THE INTEREST OF THE HEALTH, SAFETY AND WELFARE OF THE END SITE USERS, ANY TREES THAT FALL WITHIN THE HELICOPTER FLIGHT PATH ARE CALLED TO BE REMOVED.

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DECEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO BUILDS/FINAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II" STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
19. ALL PLANTED LANDSCAPE AREAS TO HAVE 3" DEEP DESIGNER BROWN HARDWOOD MULCH TO FULLY COVER DRIP IRRIGATION & AMENDED SOILS. RETAIN AS NEEDED DURING CONSTRUCTION. SUBMIT ALTERNATIVE MULCH SPECIFICATION FOR LANDSCAPE ARCHITECT APPROVAL.

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
CANOPY TREE							
	AF	18	FLORIDA FLAME RED MAPLE STRAIGHT, SINGLE LEADER, FL #1	ACER RUBRUM 'FLORIDA FLAME'	FG	8" CAL MIN	14' HT., 6' SPR.
	MG	12	SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FULL, FL #1	MAGNOLIA GRANDIFLORA	FG	8" CAL MIN	14' HT., 5' SPR.
	PP	14	LONG LEAF PINE STRAIGHT, SINGLE LEADER, FULL, FL #1	PINUS PALUSTRIS	FG	2.5" CAL MIN	12' HT., 4' SPR.
	PP2	18	LONG LEAF PINE STRAIGHT, SINGLE LEADER, FULL, FL #1	PINUS PALUSTRIS	FG	8" CAL MIN	14' HT., 4' SPR.
	QV2	18	SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FL #1, FULL	QUERCUS VIRGINIANA	FG	3.5" CAL MIN	12' HT., 5' SPR.
	UA	18	AMERICAN ELM STRAIGHT, SINGLE LEADER, FL #1, FULL	ULMUS AMERICANA	FG	8" CAL MIN	14' HT., 4' SPR.
PALMS							
	SS	6	CABBAGE PALMETTO STRAIGHT, BUSH, FL #1, IF CT	SABAL PALMETTO	FG	-	10' HT
UNDERSTORY TREES							
	IC	3	DAHOON HOLLY STRAIGHT, SINGLE LEADER, FL #1	ILEX CASSINE	FG	3.5" CAL MIN	10' HT., 4' SPR.
SYMBOL	**CODE**	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**SIZE**	**SPACING**
SHRUBS							
	CA	66	AMERICAN BEAUTYBERRY FULL	CALLICARPA AMERICANA	3 GAL	36" HT	30" OC
	FB	284	FLORIDA PRIVET FULL	FORESTIERA SEGREGATA	7 GAL	36" HT	24" OC
	HF	28	FIREBUSH FULL	HAMELIA PATENS	3 GAL	24" HT	36" OC
	IN	89	DWARF YAUPON HOLLY FULL	ILEX VOMITORIA 'NANA'	3 GAL	24" HT	36" OC
	IW	53	RED DWARF IXORA FULL	IXORA TAIWANENSIS 'RED DWARF'	3 GAL	24" HT	36" OC
	MO	561	SWANSON'S SPORPHIE FULL	MYRCIANTHES FRAGRANS	3 GAL	24" HT	36" OC
	SS2	173	SAW PALMETTO FULL	SABAL BERRULATA	3 GAL	18" HT	30" OC
	VO	81	WALTER'S VIBURNUM FULL	VIBURNUM OBOVATUM	3 GAL	24" HT	30" OC
SHRUB AREAS							
	MC2	289	PINK MUHLY GRASS FULL	MUHLENBERGIA CAPILLARIS	3 GAL	24" HT	24" OC
	ZI	2,308	COONTIE FULL, NATIVE	ZAMIA INTEGRIFOLIA	7 GAL	24" HT	24" OC

GROUND COVERS

	DE	105 SF	3" DEPTH, PROVIDE SINGER COURSE	DECOMPOSED GRANITE --	-			
	GP	343	BLANKET FLOWER FULL	GAILLARDIA PULCHELLA	1 GAL	18" FULL	18" OC	
	HD	727	DUNE SUNFLOWER FULL	HELIANTHUS DEBILIS	1 GAL	18" FULL	18" OC	
	IP	362	BEACH MORNING GLORY FULL	IPOMOEA PES-CAPRAE	1 GAL	18" FULL	18" O.C.	
	MS	820	SUNSHINE MIMOSA FULL	MIMOSA STRIGILLOSA	1 GAL	18" FULL	18" OC	
	ZR	544	RUELLY FULL	ZEPHYRANTHES ROBUSTUS	1 GAL	18" FULL	18" OC	
SOD								
	PA	23,283 SF	ARGENTINE BAHIAGRASS ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE	PASPALUM NOTATUM 'ARGENTINE'	SOD	-	-	

MISC.	QTY.	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	RED HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

LANDSCAPE CALCULATIONS

PER "ORMOND BEACH" LAND DEVELOPMENT CODE

	REQUIRED	PROVIDED
TREE RATIOS 1 TREE PER 1,500 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA	TOTAL LOT AREA: 102,560 SF 101,580 SF / 1,500 SF = 72 TREES OR TOTAL LANDSCAPE AREA: 43,948 SF 43,948 SF / 400 SF = 110 TREES EXCESS OF 25%: *110 TREES X 25% = 27.5 TREES = TOTAL 137.5 TREES	(17) TREES AT 2.5" CALIPER = (1 TREE CREDIT) = 17 TREES (10) TREES AT 3.5" CALIPER = (2 TREE CREDITS) = 20 TREES (50) TREES AT 5" CALIPER = (2 TREE CREDITS) = 100 TREES GRAND TOTAL = 147 TREES (133% OF TOTAL TREES REQUIRED)
NATIVE AND DROUGHT TOLERANT 50% OF ALL LANDSCAPE AREA TO BE DROUGHT TOLERANT 50% OF ALL SHRUBS AND GROUNDCOVER TO BE NATIVE SPECIES 75% OF REQUIRED TREES SHALL BE NATIVE SHADE TREES (IF CONFLICTS OCCUR WHERE SHADE TREES ARE NOT APPROPRIATE THAN A NATIVE PALM OR UNDERSTORY TREE SHALL BE PLANTED) SECTION 3-6(5)(C)(3-4)	TOTAL TREES: 147 147 TREES X .75 = 111 TREES MIN SHALL BE NATIVE TOTAL LANDSCAPE AREA: 44,383 SF x .50 = 22,192 SF SHALL BE NATIVE AND DROUGHT TOLERANT	147 NATIVE TREES PROVIDED (100%) 44,383 SF OF NATIVE SHRUBS AND GROUNDCOVER PROVIDED (100%)
FOUNDATION PLANTING MINIMUM 8' WIDE LANDSCAPED AREA LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY SECTION 3-6(5)(D)	MIN. 8' WIDTH LANDSCAPE AREA LANDSCAPE AREA, PRIMARILY SHRUBBERY	SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS)
LANDSCAPE BUFFER REQUIREMENTS: **TYPE 1 BUFFER:** 6' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF **TYPE 2 BUFFER:** 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF **GREENBELT BUFFER:** 30' MIN. WIDTH, 1 TREE PER 200 SF, 60% OF TOTAL GREENBELT LANDSCAPE AREA TO BE PLANTED WITH NATIVE SHRUBS AND GROUNDCOVER SECTION 3-6(5)(D)	**6' NORTH BUFFER A: 492 LF (TYPE 1)** 10 TREES, 98 SHRUBS, 98 GROUNDCOVER **10' EAST BUFFER B: 339 LF - 27 LF OF ENTRANCE = 312 LF (TYPE 2)** 6 TREES, 94 SHRUBS, 94 GROUNDCOVER **SOUTH BUFFER C: 397 LF (GREENBELT BUFFER)** 60 TREES @ 2.5" CAL.; 7,711 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D: 173 LF (GREENBELT BUFFER)** 31 TREES @ 2.5" CAL.; 3,737 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E: 109 LF (GREENBELT BUFFER)** 19 TREES @ 2.5" CAL.; 2,356 SF OF NATIVE SHRUBS AND GROUNDCOVER	**6' NORTH BUFFER A:** 10 TREES, 98 SHRUBS, 98 GROUNDCOVER **10' EAST BUFFER B:** 6 TREES, 94 SHRUBS, 94 GROUNDCOVER **SOUTH BUFFER C:** 32 TREES @ 5" CAL.; 7,788 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D:** 16 TREES @ 5" CAL.; 3,857 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E:** 10 TREES @ 5" CAL.; 2,451 SF OF NATIVE SHRUBS AND GROUNDCOVER
VUA LANDSCAPING REQUIREMENT: INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA MIN. 1 HARDWOOD TREE AT 3.5" CAL MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES SECTION 3-6(5)(C)(6)	SITE VUA: 35,719 SF 35,719 SF X 10% = 3,572 SF VUA LANDSCAPE AREA REQUIRED 1 TREE PER ISLAND X 15 ISLANDS = 15 HARDWOOD TREES REQUIRED MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES	A: 163 SF B: 312 SF C: 475 SF D: 176 SF E: 109 SF F: 29 SF G: 402 SF H: 544 SF I: 284 SF J: 492 SF K: 163 SF L: 289 SF M: 1,169 SF N: 216 SF O: 299 SF P: 28 SF Q: 221 SF R: 167 SF S: 285 SF T: 169 SF U: 1,941 SF TOTAL: 7,618 SF (208%) 15 HARDWOOD TREES MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Kimley»Horn
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1530 CORNERSTONE BLVD. SUITE 230A, DAYTONA BEACH, FL
PHONE: (386) 271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

SEAL

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MATTHEW J. LANDRY, PLA ON 9/26/2025 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

AdventHealth Orlando
ORMOND BEACH OSED

Hunton Brady ARCHITECTS

DATE	SUBMISSION	NO.

OVERALL LANDSCAPE PLAN

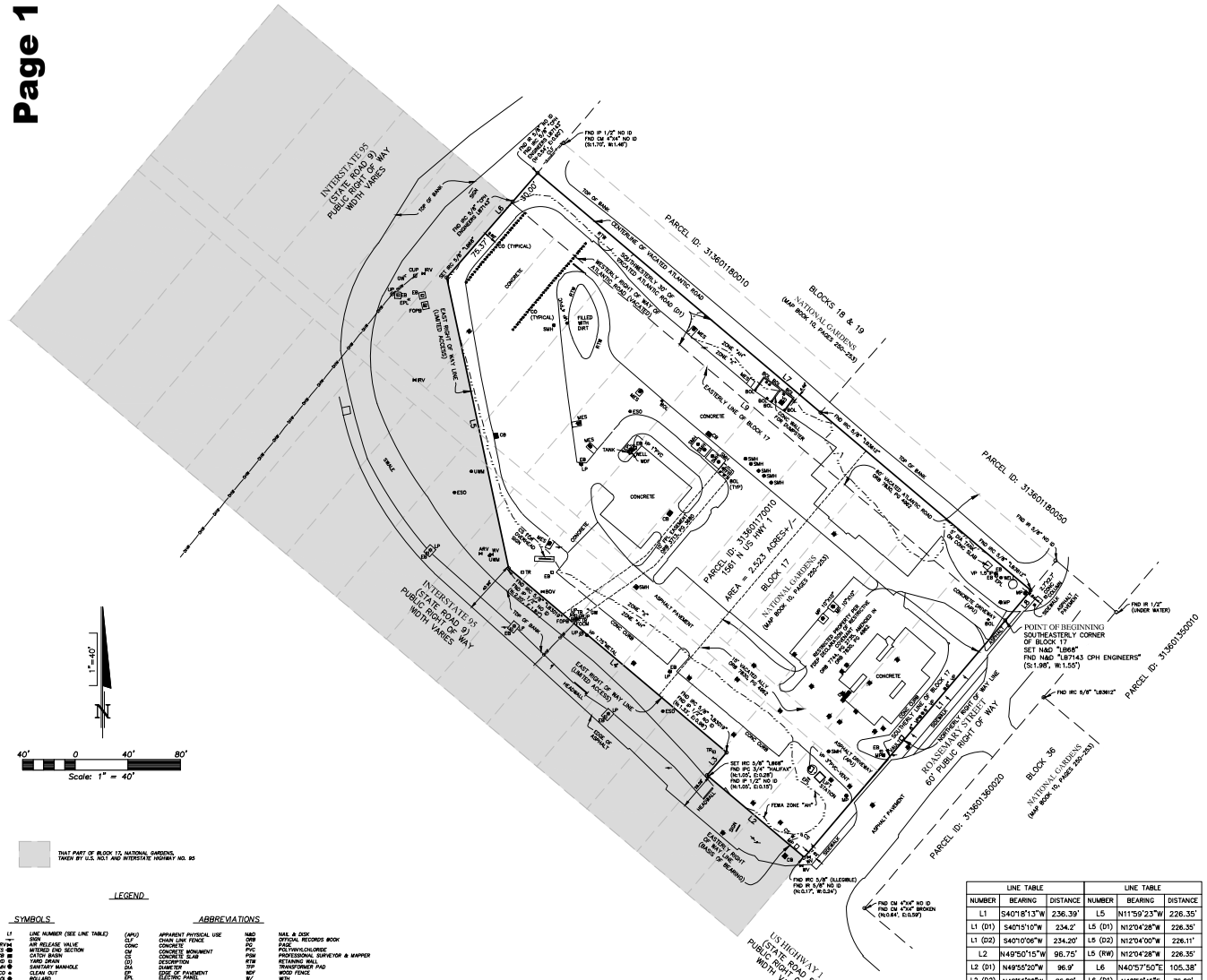
PROJ. NO. 149833019 SHEET
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9/26/2025

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Plotted By: Scott, Nora Sheet: Set/Advent/Health Ormond Beach OSED Layout: L1.00 Date: September 26, 2025 10:26:36am G:\Data_Civil\149833019 - Ad Hwy 1 Ormond Bch OSED\CADD\CONST\Plan Sheets\L1.00 - LANDSCAPE PLAN.dwg

EXHIBIT "F"
Page 1 of 9

BOUNDARY SURVEY



LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S40°18'13"W	236.39'	L5	N11°59'23"W	226.35'
L1 (D1)	S40°15'10"W	234.2'	L5 (D1)	N12°04'28"W	226.35'
L1 (D2)	S40°10'06"W	234.20'	L5 (D2)	N12°04'00"W	226.11'
L2	N49°50'15"W	98.75'	L5 (RW)	N12°04'28"W	226.35'
L2 (D1)	N49°55'20"W	96.9'	L6	N40°57'50"E	105.38'
L2 (D2)	N49°55'20"W	96.82'	L6 (D1)	N40°52'45"E	76.09'
L3	N40°09'45"E	23.00'	L6 (D2)	N40°30'58"E	106.21'
L3 (D1)	N40°04'40"E	23.0'	L7	S49°44'15"E	491.67'
L3 (D2)	N40°04'40"E	23.0'	L7 (D2)	S49°29'00"E	491.75'
L4	N49°50'15"W	217.00'	L8	S40°18'13"W	30.00'
L4 (D1)	N49°55'20"W	216.8'	L8 (D2)	S40°10'06"W	30.00'
L4 (D2)	N49°55'20"W	216.78'	L9	N49°44'15"W	492.02'
L4 (RW)	N49°55'20"W	217'	L9 (D1)	S49°29'00"E	492.10'

LEGEND

SYMBOLS

L1	LINE NUMBER (SEE LINE TABLE)
— SIGN	
ARV ⋈	AIR RELEASE VALVE
MES ⊞	MITERED END SECTION
CB ⊞	CATCH BASIN
YD ⊞	YARD DRAIN
SMH ⊙	SANITARY MANHOLE
CO ⊙	CLEAN OUT
BOL ⊙	BOLLARD
WV ⋈	WATER VALVE
IRV ⋈	IRRIGATION VALVE
CUP ⊠	CONCRETE UTILITY POLE
UP ⊠	UTILITY POLE
ER ⊡	ELECTRIC RISER
EB ⊡	ELECTRIC BOX
FCR⊡	FIBER OPTIC PULL BOX
LP ⊙	LIGHT POLE
GW ▭	GUY WIRE
OHW	OVERHEAD WIRE
VP ⊕	VERTICAL PIPE
MW ◉	MONITORING WELL
MP ▪	METAL POST
TR ⊡	TELEPHONE RISER
UMH ⊡	UNDERGROUND WATER MARKER
FOCM⊡	FIBER OPTICS CABLE MARKER
TB ⊡	TELEPHONE BOX

ABBREVIATIONS

(APU)	APPARENT PHYSICAL USE
CLF	CHAIN LINK FENCE
CONC	CONCRETE
CM	CONCRETE MONUMENT
CS	CONCRETE SLAB
(D)	DESCRIPTION
DIA	DIAMETER
EP	EDGE OF PAVEMENT
EPL	ELECTRIC PANEL
ESO	ELECTRIC STUB OUT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FND	FOUND
FPL	FLORIDA POWER & LIGHT
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
N&D	NAIL & DISK
ORB	OFFICIAL RECORDS BOOK
PG.	PAGE
PVC	POLYVINYLCHLORIDE
PSM	PROFESSIONAL SURVEYOR & MAPPER
RTW	RETAINING WALL
TPP	TRANSFORMER PAD
WOF	WOOD FENCE
W/	WITH
IR	IRON ROD
IRC	IRON ROD WITH CAP & ____
IP	IRON PIPE
IPC	IRON PIPE WITH CAP & ____
ID	IDENTIFICATION
LB	LICENSED BUSINESS
MES	MITERED END SECTION

ZONE "X" / ZONE "AE" — FEMA FLOOD HAZARD ZONE LINE (SEE NOTE 8)

NOTE: THERE MAY BE ITEMS ABOVE THAT WERE NOT WITHIN THE SCOPE OF THIS DRAWING TO BE LOCATED.

DESCRIPTION (per Fidelity National Title Insurance Company Title Commitment, file number 13872-5)
(SHOWN HEREON AS DESCRIPTION 1 (D1))

Block 17, except that part taken by U.S. No. 1 and Interstate Highway No. 95, NATIONAL GARDENS, as recorded in Map Book 10, Pages 250-253, inclusive, of the Public Records of Volusia County, Florida, more particularly described as follows:

BEGINNING at the Southeasterly corner of said Block 17; thence South 40°15'10" West along the Northerly right of way of Rosemary Street having a 60 foot right of way, being also the Southerly line of said Block 17, 234.2 feet to a point in the Easterly right of way of U.S. No. 1 being a 160 foot right of way; thence North 49°55'20" West along the Easterly right of way of said U.S. No. 1, 96.9 feet to a point in aforesaid right of way; thence North 40°04'40" East along the new right of way of I-95, 23.0 feet to a point therein; thence North 49°55'20" West along said I-95 right of way, 216.8 feet to a point therein; thence North 12°04'28" West along said right of way, 226.35 feet; thence North 40°52'45" East along said right of way 76.09 feet to a point therein being also in the Westerly right of way of Atlantic Road being a 60 foot right of way, being also in the Easterly line of Block 17 aforesaid; thence South 49°29'00" East along said right of way and said Easterly line of Block 17, 492.10 feet to the Point of BEGINNING. Together with the Southwesterly 30.00 feet of vacated Atlantic Road, a 60.00 foot right of way, abutting the Northeasterly line thereof.

Also described as:
(SHOWN HEREON AS DESCRIPTION 2 (D2))

Block 17, except that part taken by U.S. No. 1 and Interstate Highway No. 95, Together with the Southwesterly 30.00 feet of vacated Atlantic Road, NATIONAL GARDENS, as recorded in Map Book 10, Pages 250-253, Inclusive, of the Public Records of Volusia County, Florida, more particularly described as follows:

BEGINNING at the Southeasterly corner of said Block 17; thence South 40°10'06" West along the Northerly right of way of Rosemary Street having a 60 foot right of way, being also the Southerly line of said Block 17, 234.20 feet to a point in the Easterly right of way of U.S. No. 1 being a 160 foot right of way; thence North 49°55'20" West along the Easterly right of way of said U.S. No. 1, 96.82 feet to a point in aforesaid right of way; thence North 40°04'40" East along the new right of way of I-95, 23.0 feet to a point therein; thence North 49°55'20" West along said I-95 right of way, 216.78 feet to a point therein; thence North 12°04'00" West along said right of way, 226.11 feet; thence North 40°30'58" East along said right of way 106.21 feet to a point lying in the centerline of vacated Atlantic Road being a 60 foot right of way; thence South 49°29'00" East along said centerline, 491.75; thence South 40°10'06" West, 30.00 feet to the Point of BEGINNING.

SURVEYOR'S NOTES:

1. Not valid without the original signature and seal of a Florida Professional Surveyor and Mapper.
2. Apparent Physical Use onto or from adjoining property or abutting streets is shown hereon as "APU". Apparent Physical Use (APU) may indicate the existence of written or unwritten property rights between adjoining owners.
3. Bearings based on the Easterly Right of Way line of US Highway 1 (State Road 5), as being N49°50'15"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment.
4. The features and linework shown hereon are in grid position relative to Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011.
5. All measurements are in feet in accordance with the United States standard.
6. Horizontal Accuracy Statement: The accuracy of the survey data shown hereon has been verified by redundant measurements or traverse closures achieving or exceeding a closure of 1 foot in 10,000 feet.
7. All boundary line bearings, distances and curve data are plat and/or described and measured unless shown as (P) = Plat, (D) = Described and/or (M) = Measured. Bearing and distances shown hereon as (RW) are based on Florida Department of Transportation Right of Way Map, Section 79002-2403.
8. Flood zone information shown hereon is based on Flood Insurance Rate Map Community Panel No. 12127C0184K City of Ormond Beach, Volusia County, Florida, map revised September 29, 2017. As shown the lands described hereon lie in Zone "AH" (Base Flood Elevation = 30') and Zone "X". The approximate location of the FEMA Flood Hazard Zone lines, if located within the property and shown hereon, were downloaded from the FEMA website during preparation of this Survey and were not surveyed by Donald W. McIntosh Associates, Inc. (DWMA). This note is for informational purposes only and the surveyor assumes no liability for the correctness of the cited map(s) or LOMR(s). In addition, this note does not represent an opinion by the surveyor of the probability of flooding.
9. No underground utilities, underdrains, improvements, installations or foundations located.
10. No environmental issues have been addressed by this survey.
11. Fence ownership not determined unless otherwise noted.
12. All dimensions shown from boundary lines to improvements (other than buildings) are to center of said improvements. All symbols used to depict improvements are not to scale.
13. Monument offset directions and distances are computed in cardinal directions from boundary corners relative to the bearing basis (i.e., N 0.25' = North 0.25").
14. This survey does not reflect or determine ownership.
15. The word "certify" or "certification" as shown and used hereon, means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
16. Additions or deletions to this survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
17. All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon is from information shown on County Tax Assessor Maps. The undersigned surveyor and Donald W. McIntosh Associates, Inc. neither attempted nor were required to do a title search regarding such information. Users of this survey are placed on notice that reliance on such information is at their own peril, in this regard.
18. Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Surveyor has reviewed the following items listed ALTA Commitment for Title Insurance, prepared by Fidelity National Title Insurance Company, Commitment No. 11987075, searched through September 09, 2024, for easements and rights-of-way and finds the following:
SCHEDULE B, PART II EXCEPTIONS

Items 1 through 4 and 10 (Standard Exceptions)

5. Easement in favor of Florida Power & Light Company recorded December 16, 1991 in Official Records Book 3713, Page 3680, Public Records of Volusia County, Florida. (SHOWN HEREON)
6. Ordinance No. 2011-09 recorded March 22, 2011 in Official Records Book 6575, Page 2321, Public Records of Volusia County, Florida. (PROPERTY DESCRIBED HEREON LIES WITHIN THE PROPERTY DESCRIBED, NO EASEMENTS)
7. Interlocal Service Boundary Agreement by and between the City of Ormond Beach and County of Volusia recorded August 28, 2014 in Official Records Book 7026, Page 876; together with First Amended Interlocal Service Boundary Agreement recorded October 11, 2019 in Official Records Book 7758, Page 4680; Second Amended Interlocal Service Boundary Agreement recorded March 30, 2022 in Official Records Book 8228, Page 1974; and Interlocal Service Boundary Agreement Renewal recorded August 28, 2024 in Official Records Book 8601, Page 1751, Public Records of Volusia County, Florida. (PROPERTY DESCRIBED HEREON LIES WITHIN THE PROPERTY DESCRIBED, NO EASEMENTS)
8. Declaration of Restrictive Covenant by Wendy's International, LLC, an Ohio limited liability company, successor-in-interest to Wendy's International, Inc. via conversion and the Florida Department of Environmental Protection recorded September 10, 2019 in Official Records Book 7744, Page 2735; as affected by Amended Declaration of Restrictive Covenant recorded March 19, 2020 in Official Records Book 7830, Page 4962, Public Records of Volusia County, Florida. (SHOWN HEREON)
9. Resolution No. 2022-46 recorded April 13, 2022 in Official Records Book 8236, Page 2150, Public Records of Volusia County, Florida. (PROPERTY DESCRIBED HEREON LIES WITHIN THE PROPERTY DESCRIBED, NO EASEMENTS)

Certified to:
Memorial Health Systems, Inc.
1561 N US Hwy 1, LLC
Fidelity National Title Insurance Company
GrayRobinson, P.A.

SURVEY DATE: 10/22/2024

I hereby certify that this survey, subject to the surveyor's notes contained hereon, meets the applicable "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 68

James LeVinerDigitally signed by James LeViner
DN: CN=James LeViner
Date: 2024.10.31 14:09:23-04'00'

James D LeViner — Signature Date
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1900 SUMMIT PARK DRIVE, SUITE 600, ORLANDO, FLORIDA 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY:	JD	JOB NUMBER
DATE: 10/22/2024	FIELD BOOK: 1780 (1-8)	24623.1001
CHECKED BY: RLC	SCALE: 1" = 40'	

NO.	DATE	DESCRIPTION
		REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.

PREPARED FOR:
ADVENTHEALTH
1561 N US HWY 1, ORMOND BEACH

DRAWING: Csf 24-112 (B1)
SHEET: 1 OF 1

F:\Pro\2024\24623 Art Ormond Beach\Surv\NAV088\Undy\24-112(B1) ORMOND BEACH.dwg

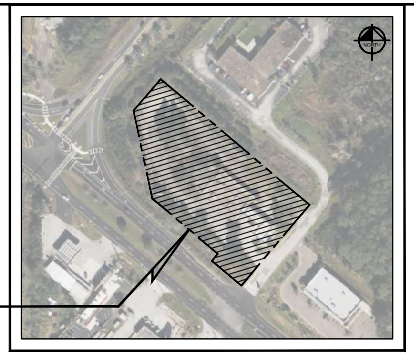
EXHIBIT "F"
Page 2 of 9



FLOOD MAP
N.T.S.

CONSTRUCTION PLANS
FOR
ADVENTHEALTH ORMOND BEACH OSED

PARCEL #: 313601170010
ORMOND BEACH, FLORIDA
OCTOBER 15, 2025



AERIAL PHOTOGRAPH
N.T.S.

LEGAL DESCRIPTION:

DESCRIPTION (PER FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NUMBER 13872-6)
(SHOWN HEREON AS DESCRIPTION 1 (D1))

BLOCK 17, EXCEPT THAT PART TAKEN BY U.S. NO. 1 AND INTERSTATE HIGHWAY NO. 95, NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250-253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 17; THENCE SOUTH 40'15'10" WEST ALONG THE NORTHERLY RIGHT OF WAY OF ROSEMARY STREET HAVING A 60 FOOT RIGHT OF WAY, BEING ALSO THE SOUTHERLY LINE OF SAID BLOCK 17, 234.2 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY OF U.S. NO. 1 BEING A 160 FOOT RIGHT OF WAY; THENCE NORTH 49'55'20" WEST ALONG THE EASTERLY RIGHT OF WAY OF SAID U.S. NO. 1, 96.9 FEET TO A POINT IN AFORESAID RIGHT OF WAY; THENCE NORTH 40'04'40" EAST ALONG THE NEW RIGHT OF WAY OF I-95, 23.0 FEET TO A POINT THEREIN; THENCE NORTH 49'55'20" WEST ALONG SAID I-95 RIGHT OF WAY, 216.8 FEET TO A POINT THEREIN; THENCE NORTH 12'04'26" WEST ALONG SAID RIGHT OF WAY, 226.35 FEET; THENCE NORTH 40'52'45" EAST ALONG SAID RIGHT OF WAY 76.09 FEET TO A POINT THEREIN BEING ALSO IN THE WESTERLY RIGHT OF WAY OF ATLANTIC ROAD BEING A 60 FOOT RIGHT OF WAY, BEING ALSO IN THE EASTERLY LINE OF BLOCK 17 AFORESAID; THENCE SOUTH 49'29'00" EAST ALONG SAID RIGHT OF WAY AND SAID EASTERLY LINE OF BLOCK 17, 492.10 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE SOUTHWESTERLY 30.00 FEET OF VACATED ATLANTIC ROAD, A 60.00 FOOT RIGHT OF WAY, ABUTTING THE NORTHEASTERLY LINE THEREOF.

ALSO DESCRIBED AS:
(SHOWN HEREON AS DESCRIPTION 2 (D2))

BLOCK 17, EXCEPT THAT PART TAKEN BY U.S. NO. 1 AND INTERSTATE HIGHWAY NO. 95, TOGETHER WITH THE SOUTHWESTERLY 30.00 FEET OF VACATED ATLANTIC ROAD, NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250-253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 17; THENCE SOUTH 40'10'06" WEST ALONG THE NORTHERLY RIGHT OF WAY OF ROSEMARY STREET HAVING A 60 FOOT RIGHT OF WAY, BEING ALSO THE SOUTHERLY LINE OF SAID BLOCK 17, 234.20 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY OF U.S. NO. 1 BEING A 160 FOOT RIGHT OF WAY; THENCE NORTH 49'55'20" WEST ALONG THE EASTERLY RIGHT OF WAY OF SAID U.S. NO. 1, 96.82 FEET TO A POINT IN AFORESAID RIGHT OF WAY; THENCE NORTH 40'04'40" EAST ALONG THE NEW RIGHT OF WAY OF I-95, 23.0 FEET TO A POINT THEREIN; THENCE NORTH 49'55'20" WEST ALONG SAID I-95 RIGHT OF WAY, 216.78 FEET TO A POINT THEREIN; THENCE NORTH 12'04'00" WEST ALONG SAID RIGHT OF WAY, 226.11 FEET; THENCE NORTH 40'30'58" EAST ALONG SAID RIGHT OF WAY 106.21 FEET TO A POINT LYING IN THE CENTERLINE OF VACATED ATLANTIC ROAD BEING A 60 FOOT RIGHT OF WAY; THENCE SOUTH 49'29'00" EAST ALONG SAID CENTERLINE, 491.75; THENCE SOUTH 40'10'06" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

PROJECT TEAM

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UTILITY PROVIDERS

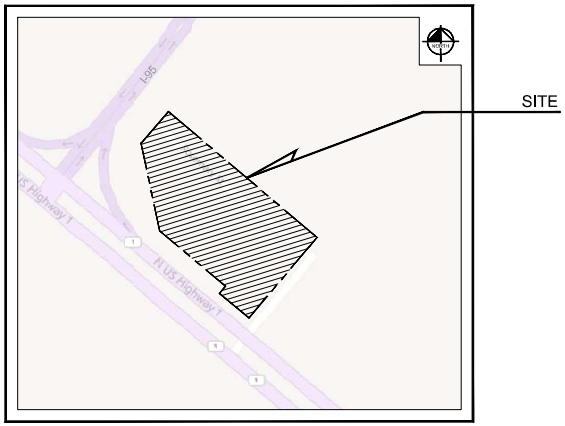
WATER/SEWER:
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BOCA RATON, FL 33487
CONTACT: DINO FARRUGGIO
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ENVIWPR BLDG 8
WEST PALM BEACH, FL 33407
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CONTACT: HEATH MCARDLE
PHONE: (407) 420-5674

FDOT NOTE: ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFIRM TO THE LATEST EDITIONS OF THE FDOT DESIGN PLAN INDEXES, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL



SECTIONS 36, TOWNSHIP 13, RANGE 31
LOCATION MAP
N.T.S.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0.0	COVER
C1.0	GENERAL NOTES
C2.0	STORMWATER POLLUTION PREVENTION PLAN
C2.1	EROSION CONTROL DETAILS
C3.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C4.0	SITE PLAN
C4.1	TRUCK ROUTING PLAN
C5.0	PAVING AND GRADING PLAN
C5.1	DRAINAGE PLAN
C5.2	CONTROL STRUCTURE DETAIL
C6.0	UTILITY PLAN
C6.1	LIFT STATION DETAIL
C7.0	GENERAL CONTRUCTION DETAILS
C7.1-C7.37	STORMTRAP DETAILS
C8.0	CITY OF ORMOND BEACH DETAILS
C8.1	CITY OF ORMOND BEACH DETAILS
L0.50	TREE MITIGATION PLAN
L0.51	TREE INVENTORY CHART AND CALCULATIONS
L0.52	TREE MITIGATION SPECIFICATIONS
L1.00	OVERALL LANDSCAPE PLAN
L1.50	LANDSCAPE DETAILS
L1.51	LANDSCAPE DETAILS
L1.52	LANDSCAPE SPECIFICATIONS
L2.00	OVERALL IRRIGATION PLAN
L2.50	IRRIGATION DETAILS
L2.51	IRRIGATION SPECIFICATIONS

PREPARED BY
Kimley»Horn

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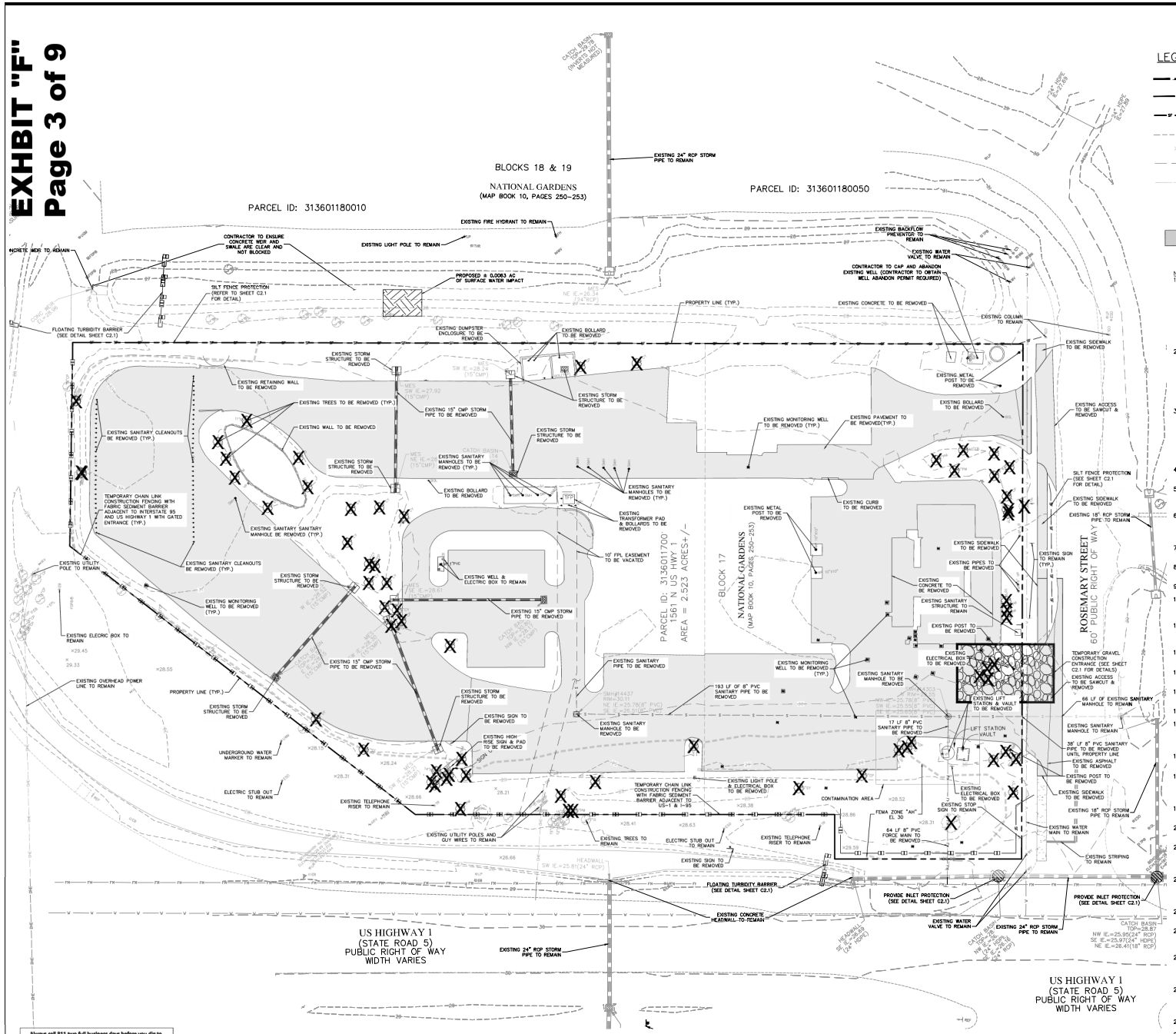
Digitally signed by Jarod Stubbs
Date: 2025.10.15 19:26:45-04'00'

10/15/2025
JAROD C. STUBBS, P.E.
89387

No.	REVISIONS	DATE	BY

SHEET NUMBER
C0.0

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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND:

- PROPERTY LINE (TYP.)
- RIGHT OF WAY
- CONSTRUCTION FENCING
- 92 EXISTING CONTOUR
- ×28.43 EXISTING SPOT ELEVATION
- EXISTING EASEMENT
- EXISTING OVERHEAD UTILITY LINE
- EXISTING TREES TO BE REMOVED
- INLET PROTECTION
- EXISTING PAVEMENT TO BE REMOVED

NOTES:

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE EXISTING UTILITY INFORMATION SHOWN IS BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY DONALD W MCINTOSH ASSOCIATES, INC. (01/30/25) AS WELL AS UTILITY MAPS PROVIDED BY THE LOCAL MUNICIPALITIES. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THIS AREA PRIOR TO CONSTRUCTION WORK.
2. ELEVATIONS SHOWN ON THIS PLAN ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON THE FOLLOWING BENCHMARKS:

   A) RTK-GPS CORRECTION READINGS BROADCAST BY THE FLORIDA PERMANENT REFERENCE NETWORK, GLOBAL NAVIGATION SATELLITE SYSTEM, MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, GEOID PROJECTION FPRN18.
3. CONTRACTOR IS TO VERIFY EXISTING SANITARY, STORM, WATER, ELECTRIC, PHONE, CABLE, AND NATURAL GAS SERVICES TO BUILDINGS SCHEDULED FOR DEMOLITION. SERVICES ARE TO BE ISOLATED FROM THE MAIN UTILITY SERVICE CONNECTIONS, AND CAPPED AND/OR REMOVED AS REQUIRED BY THE UTILITY PROVIDER. UTILITY SERVICES ARE TO BE ISOLATED IN A MANNER THAT WILL INSURE THAT ADJACENT PROPERTIES REMAIN CONNECTED WITHOUT EXPERIENCING AN INTERRUPTION OF SERVICE.
4. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
5. ALL UNDERGROUND UTILITIES WITHIN PROJECT LIMITS SHALL BE REMOVED (WHETHER SHOWN OR NOT) CUT AND CAPPED AT PROPERTY LINE.
6. IF EXISTING UTILITIES ARE DISCOVERED THAT ARE NOT IDENTIFIED BY THE CONSTRUCTION DOCUMENTS, AND WILL BE IMPACTED BY THE CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY PRIOR TO PROCEEDING WITH CONSTRUCTION.
7. ALL VEGETATION TO BE REMOVED WITHIN LIMITS OF WORK UNLESS NOTED TO REMAIN.
8. CONTRACTOR SHALL REVIEW THE ENVIRONMENTAL SITE ASSESSMENT AND GEOTECHNICAL REPORT PRIOR TO CONSTRUCTION.
9. REFER TO SWPPP SHEET C2.0 FOR ADDITIONAL NOTES AND DETAILS.
10. THE CONTRACTOR SHALL INSPECT EROSION & SEDIMENT CONTROL EFFORTS DAILY TO DETERMINE EFFECTIVENESS. ANY NECESSARY REMEDIES SHALL BE PERFORMED IMMEDIATELY.
11. UTILIZE SOCK DRAIN (OR EQUIVALENT) IN FRONT OF EXISTING/PROPOSED INLETS ADJACENT TO THE CONSTRUCTION ACTIVITIES. SEE DETAIL ON SHEET C2.1.
12. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS. SEE DETAIL ON SHEET C2.1.
13. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER THE EXISTING UTILITIES.
14. ALL UNDERGROUND UTILITIES SHALL BE CUT AND CAPPED AT THE PROPERTY BOUNDARY, UNLESS OTHERWISE NOTED.
15. ALL EXCESS FILL MATERIAL SHALL BE HAULED OFF SITE.
16. NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY, WETLAND OR STORMWATER COLLECTION FACILITY.
17. DEWATERING ACTIVITIES SHALL NOT RESULT IN ANY DISCHARGE OF WATER WITH TURBIDITY GREATER THAN 29 NTU'S FROM THE SITE.
18. SHOULD ANALYTICAL RESULTS FROM GROUNDWATER SAMPLES DETERMINE THAT THE SITE IS CONTAMINATED, A CITY WASTEWATER INDUSTRIAL WASTE PRE-TREATMENT GROUNDWATER PERMIT MUST BE OBTAINED FOR PROPER DISPOSAL INTO THE CITY SANITARY SYSTEM.
19. IF DEWATERING ACTIVITIES ARE REQUIRED, PLEASE PROVIDE A COPY OF THE FDEP DEWATERING PERMIT.
20. EXISTING LIFT STATION AND COMPONENTS TO BE DISPOSED OF IN ACCORDANCE WITH FDEP REGULATIONS
21. THE CONTRACTOR SHALL INSTALL A CONSTRUCTION FENCE AROUND THE PERIMETER OF THE LIMITS OF WORK, ADJACENT TO THE SILT FENCE, AS NEEDED. EXCEPT WHERE SIGHT LINES MAY BE OBSTRUCTED FOR TRAFFIC EXITING THE SITE.
22. A TEMPORARY FENCE NOT EXCEEDING 8 FEET IN HEIGHT MAY BE ERECTED DURING CONSTRUCTION. SUCH FENCE SHALL BE REMOVED PRIOR TO ANY CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLETION BEING APPROVED.
23. ALL SIDEWALK CLOSURES SHALL BE IN COMPLIANCE WITH FDOT INDEX 102-660.
24. CONTRACTOR TO FOLLOW THE GUIDANCE AND RECOMMENDATIONS AS SPECIFIED WITHIN THE SUBSURFACE SOIL EXPLORATION GEOTECHNICAL ENGINEERING REPORT PERFORMED BY TERRACON DATED 05/25/2025.
25. PROJECT AREA WITHIN LIMITS OF WORK IS TO BE CLEARED AND GRUBBED PER FDOT STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE NOTED, REFER TO SHEETS L1.50 FOR TREE PROTECTION AND REMOVAL DETAILS.
26. THE CONTRACTOR IS REQUIRED TO VIDEO OR OTHERWISE DOCUMENT THE EXISTING CONDITIONS ON RIGHT-OF-WAY AND ADJACENT PARCELS TO AVOID HAVING TO REPAIR DAMAGES NOT CAUSED DURING CONSTRUCTION.
27. REFER TO LANDSCAPE PLAN FOR TREES PROPOSED TO REMAIN.
28. SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AT PAVEMENT AND LEVEL ALL FINISH COURSE AS NECESSARY TO MAINTAIN UNIFORM ROADWAY CROWN AND TRAVEL LANES.
29. ALL LIVE ELECTRICAL BOXES TO BE REPAIRED DURING DEMOLITION TO AVOID TRIPPING HAZARDS

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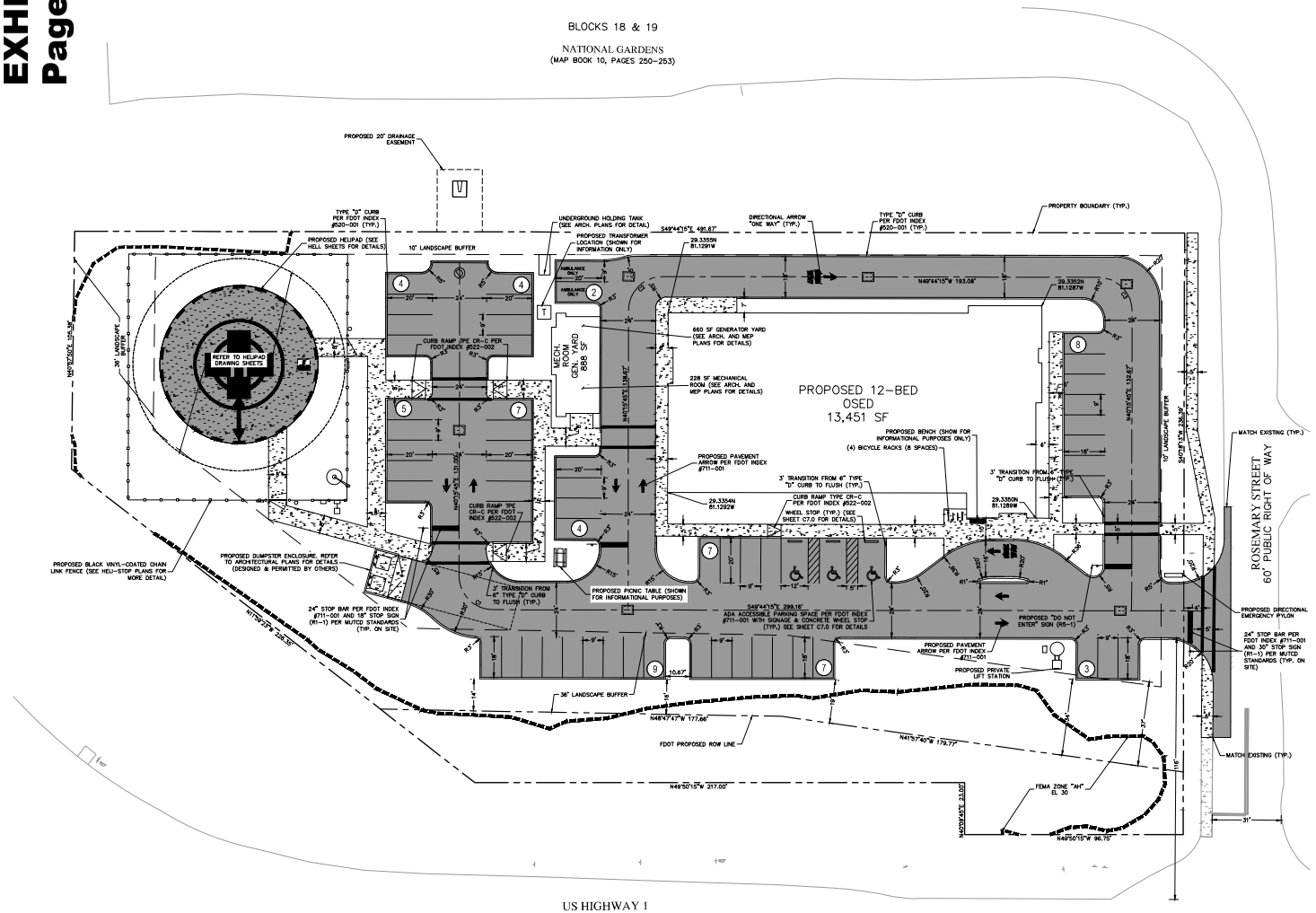
Hunton Brady ARCHITECTS

DATE	SUBMISSION	NO

EXISTING CONDITIONS AND DEMOLITION PLAN

PROJ. NO. 149633019 SHEET C3.0
DRAWN DJK

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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

OVERALL SITE DATA

SITE ACREAGE CALCULATION:
GROSS SITE AREA: 2.47 ACRES
MAX. FAR: 0.60
PROPOSED FAR: 0.13

PROPOSED INTERIOR BUILDING AREA
EMERGENCY DEPARTMENT FLOOR AREA: 13,451 SF
MECHANICAL ROOM FLOOR AREA: 888 SF
TOTAL FLOOR AREA: 14,339 SF

MAX. BUILDING HEIGHT: 75 FEET
PROPOSED BUILDING HEIGHT: 29 FEET

FUTURE LAND USE/ZONING: LOW INTENSITY COMMERCIAL (LIC)

PROPOSED USE: EMERGENCY DEPARTMENT

ADJACENT FUTURE LAND USE/ZONING:
NORTH: LOW INTENSITY COMMERCIAL (LIC)
EAST: LOW INTENSITY COMMERCIAL (LIC)
SOUTH: LOW INTENSITY COMMERCIAL (LIC)
WEST: LOW INTENSITY COMMERCIAL (LIC)

EXISTING USE: VACANT
PROPOSED USE: 12-BED OFF-SITE EMERGENCY DEPARTMENT

BUILDING SETBACKS	REQUIRED	PROVIDED
NORTH:	20 FEET	36 FEET
EAST:	20 FEET	63 FEET
SOUTH:	20 FEET	66 FEET
WEST:	20 FEET	36 FEET

LANDSCAPE BUFFERS:	REQUIRED:	PROVIDED:
NORTH:	10 FEET	10 FEET
EAST:	10 FEET	10 FEET
SOUTH:	36 FEET	MIN 14 FEET (36 FEET AVG)
WEST:	60 FEET	8.39 FEET

IMPERVIOUS COVERAGE:
TOTAL MAX. IMPERVIOUS COVERAGE (75%) = 2.47 AC X 0.75 = 1.85 AC
PROPOSED IMPERVIOUS AREA:
BUILDING AREA = 0.33 AC
PAVEMENT AREA = 0.82 AC
CONCRETE SIDEWALK AREA = 0.11 AC
TOTAL PROPOSED IMPERVIOUS AREA: 1.26 AC (51.01%)
TOTAL PROPOSED PERVIOUS AREA: 1.24 AC (48.99%)

REQUIRED PARKING SPACES:
FOR MEDICAL OFFICE/CLINIC:
1 PARKING SPACE FOR EACH 2 BEDS, PLUS 1 SPACE FOR EACH STAFF DOCTOR, PLUS 1 PARKING SPACE FOR EACH 2 EMPLOYEES ON THE LARGEST SHIFT
TOTAL REQUIRED SPACES: 24 SPACES

PROPOSED PARKING SPACES:
PROPOSED STANDARD SPACES: 55 SPACES
PROPOSED HANDICAP SPACES: 3 SPACES
PROPOSED EMERGENCY VEHICLE SPACES: 2 SPACES
TOTAL PROPOSED SPACES: 60 SPACES

REQUIRED BICYCLE PARKING:
0.1 SPACE/REQUIRED PARKING SPACE 7 SPACES
TOTAL PROPOSED BICYCLE SPACES 8 SPACES

GENERAL NOTES:
1. ALL RADII ARE TO BE 3' UNLESS OTHERWISE NOTED.
2. ALL MEASUREMENTS TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AT PAVEMENT AND LEVEL ALL FINISH COURSE AS NECESSARY TO MAINTAIN UNIFORM ROADWAY CROWN AND TRAVEL LANES.

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	15.00'	23.56'	S4°44'15"E	21.21'	90°00'00"	15.00'
C2	15.00'	23.56'	S85°15'45"W	21.21'	90°00'00"	15.00'
C3	15.00'	23.56'	N4°44'15"W	21.21'	90°00'00"	15.00'

LEGEND
- PROPERTY BOUNDARY
- LANDSCAPE BUFFER
- PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.0)
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.0)
- (X) PROPOSED PARKING COUNT

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IT IS THE BEST OF THE KNOWLEDGE OF THE ARCHITECTS WHO PREPARED THIS PLANS AND SPECIFICATIONS THAT THEY COMPLY WITH THE APPLICABLE BUILDING CODES IN FORCE.

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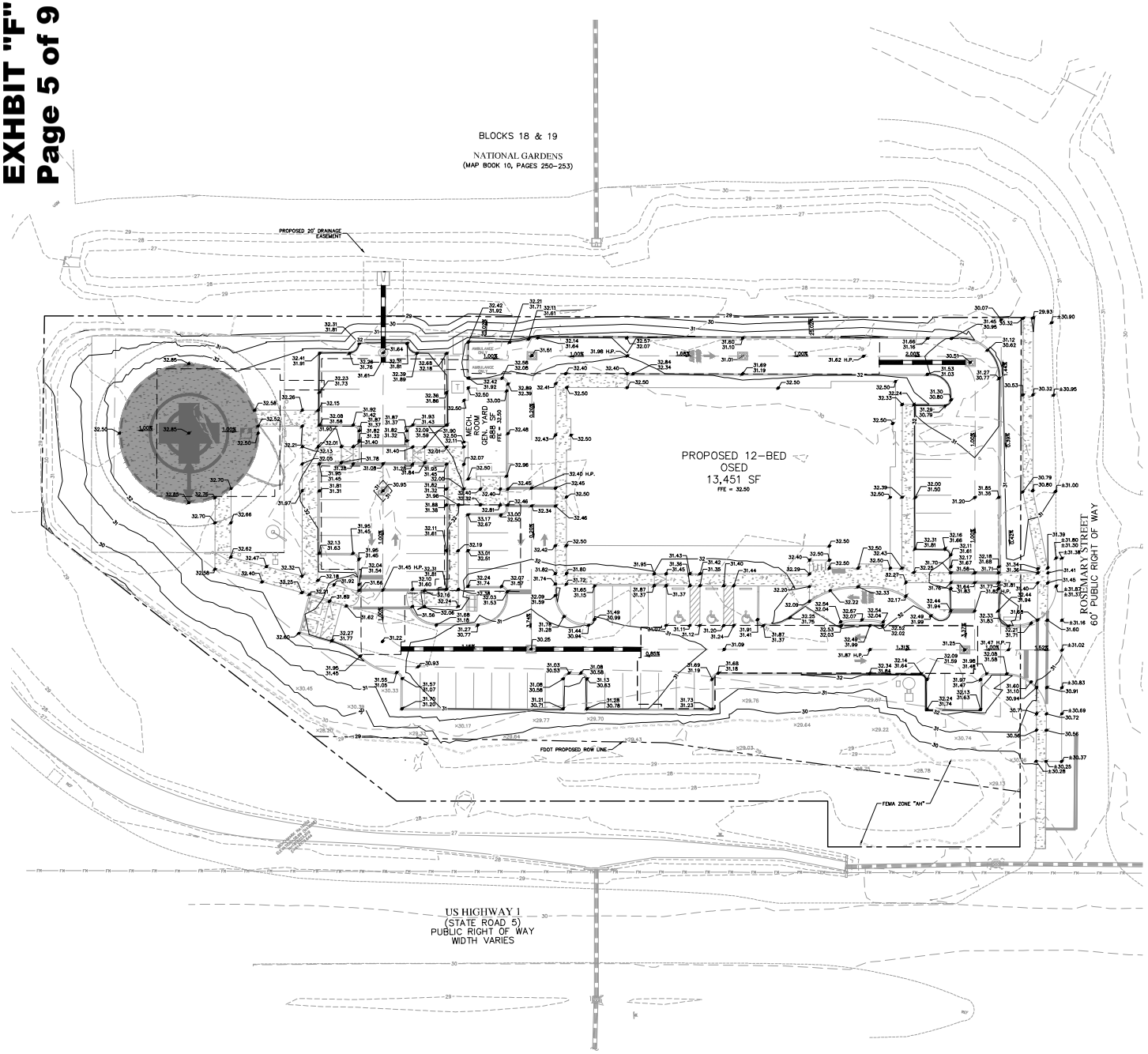
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DATE	SUBMISSION	NO

SITE PLAN

PROJ. NO. 149633019 SHEET
DRAWN DJK C4.0

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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND:

- PROPERTY BOUNDARY
- 100.00 PROPOSED SPOT ELEVATION
- 100.50 / 100.00 PROPOSED TOP OF CURB/PAVEMENT ELEVATION
- ±100.00 PROPOSED SPOT ELEVATION TO MATCH EXISTING GRADE
- ×101.99 EXISTING SPOT ELEVATION
- 92 EXISTING CONTOUR
- 78 PROPOSED CONTOUR
- PROPOSED STORM PIPE
- EXISTING STORM PIPE
- PROPOSED EXFILTRATION OUTLINE
- PROPOSED STORM STRUCTURES
- EXISTING STORM STRUCTURES
- X.XX% FLOW ARROW

PGD NOTES:

1. ALL STORM SEWER PIPING MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH STANDARDS AND SPECIFICATIONS.
2. CONNECT ALL ROOF DOWNSPOUTS TO 6-INCH HDPE LATERALS. CONNECT LATERALS TO 12-INCH HDPE TRUNK LINES EXTENDING TO STRUCTURES WITH MIN. 1.0% SLOPE, MIN. 18" COVER.
3. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT INDEX #430-001.
4. FOR EROSION CONTROL NOTES AND DETAILS, REFER TO SHEET C2.1.
5. STORM CLEAN-OUTS LOCATED IN SIDEWALK AREAS SHALL BE FLUSH WITH ADA PEDESTRIAN FRIENDLY TOPS.
6. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED TO COMPLY WITH A.D.A. SPECIFICATIONS AND NOT TO EXCEED MAX. 2.08% CROSS SLOPE (1:48) AND MAX 5% RUNNING SLOPE (1:20).
7. PROPOSED GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE UNLESS OTHERWISE NOTED 4H:1V MAXIMUM SLOPE.
8. PER FDOT SECTION 300-6.1: CLEAN THE SURFACE TO BE PRIMED AND ENSURE THAT THE MOISTURE OF THE BASE DOES NOT EXCEED 50% OF THE OPTIMUM MOISTURE. ENSURE THAT THE TEMPERATURE OF THE PRIME COAT IS AT 150 DEGREES F. APPLY THE PRIME COAT UNIFORMLY. THE DISTRIBUTION AND PROPER APPLICATION SPREAD RATE WILL BE AT 1/6 WHICH IS SUFFICIENT TO COAT THE BASE MATERIAL UNIFORMLY WITH NO EXCESS.
9. PER FDOT SECTION 311-5.2: APPLY SAND UNIFORMLY AND FREE OF FOREIGN MATERIALS. THEN ROLL THE ENTIRE PRIMED AND SANDED AREA WITH A RUBBER TIRE TRAFFIC ROLLER. PRIOR TO PUTTING DOWN THE ASPHALT, SWEEP THE ENTIRE AREA OF EXCESS SAND TO PREPARE FOR PAVING.

DATUM/BENCHMARKS:

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD88 DATUM BASED ON FDOT (FLORIDA DEPARTMENT OF TRANSPORTATION) BENCHMARK "922050S03", ELEVATION 28.91 (NAVD88), BEING A 3.5" BRASS DISK IN A CONCRETE BASIN STAMPED "DSPNO 922050 S03."

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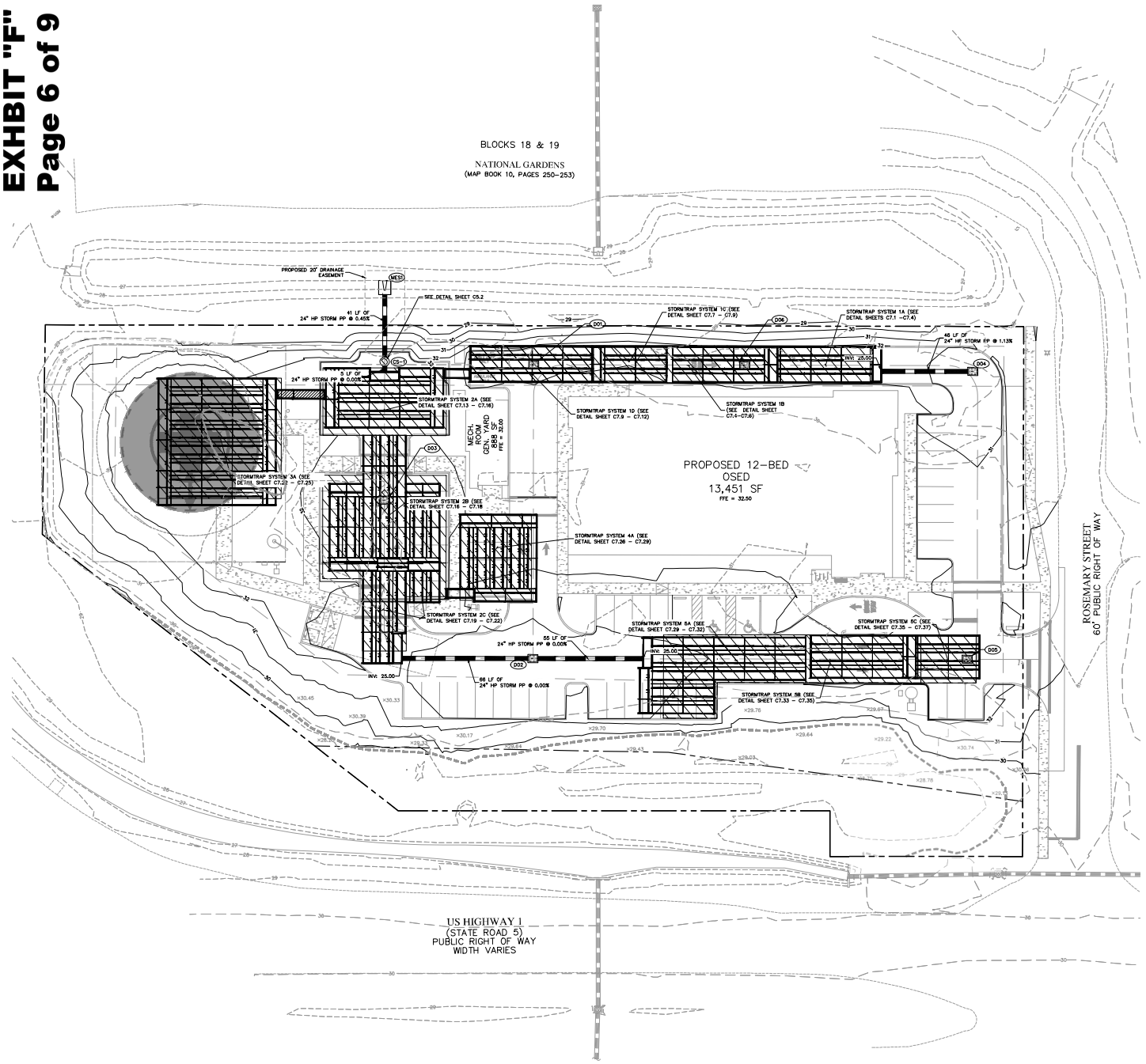
Hunton Brady ARCHITECTS

DATE	SUBMISSION	NO

PAVING AND GRADING PLAN

PROJ. NO. 149633019 SHEET
DRAWN DJK C5.0

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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND

- PROPERTY BOUNDARY
- PROPOSED STORM PIPE
- EXISTING STORM PIPE
- PROPOSED STORM STRUCTURES
- EXISTING STORM STRUCTURES
- PROPOSED STORMTRAP SYSTEM

NOTES:

1. ALL STORM SEWER PIPING MATERIALS SHALL BE IN ACCORDANCE WITH ORMOND BEACH STANDARDS AND SPECIFICATIONS.
2. CONNECT ALL ROOF DOWNSPOUTS TO 8-INCH HDPE LATERALS. CONNECT LATERALS TO 12-INCH HDPE TRUNK LINES EXTENDING TO STRUCTURES WITH MIN. 1.0% SLOPE, MIN. 16" COVER.
3. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT INDEX #430-001.
4. FOR EROSION CONTROL NOTES AND DETAILS, REFER TO SHEETS C2.0-C2.1.
5. STORM CLEAN-OUTS LOCATED IN SIDEWALK AREAS SHALL BE FLUSH WITH ADA PEDESTRIAN FRIENDLY TOPS.
6. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED TO COMPLY WITH A.D.A. SPECIFICATIONS AND NOT TO EXCEED MAX. 2.08% CROSS SLOPE (1:48) AND MAX 5% RUNNING SLOPE (1:20).
7. CONTRACTOR TO FOLLOW THE GUIDANCE AND RECOMMENDATIONS AS SPECIFIED WITH THE SUBSURFACE SOIL EXPLORATION GEOTECHNICAL ENGINEERING REPORT(S) PERFORMED BY TERRACON DATED MAY 29, 2024.
8. INLET GRATES ARE REQUIRED TO BE CHAINED PER FDOT STANDARD PLANS INDEX #430-001.
9. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC. THE FILTER FABRIC SHALL BE IN ACCORDANCE WITH FDOT INDEX #430-001. PROVIDE A MINIMUM 12" OVERLAP.
10. MINIMUM BUILDING FINISHED FLOOR ELEVATION IS 32.50 FT.

DATUM/BENCHMARKS:

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD88 DATUM BASED ON FDOT (FLORIDA DEPARTMENT OF TRANSPORTATION) BENCHMARK "92205003", ELEVATION 28.91 (NAVD88), BEING A 3.5" BRASS DISK IN A CONCRETE BASIN STAMPED "DSPNC 92205 003."

STORM STRUCTURE TABLE

STRUCTURE NAME:	DETAILS:
CS-1	TYPE "P-7" MANHOLE PER FDOT INDEX #425-010 (SEE DETAIL SHEET C5.2) TOP: 31.11 SW. INV IN: 25.00 (24" HP STORM PP) NE. INV OUT: 27.00 (24" HP STORM PP)
D01	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 31.01
D02	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 30.25 NW. INV OUT: 25.00 (24" HP STORM PP) SE. INV OUT: 25.00 (24" HP STORM PP)
D03	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 30.45
D04	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 30.61 NW. INV OUT: 25.51 (24" HP STORM PP)
D05	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 31.25
D06	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 31.01
MES1	MITERED END SECTION PER FDOT INDEX #430-022 TOP: 28.39 SW. INV IN: 26.81 (24" HP STORM PP)

Stormwater System:	Top of System Elevation (ft.) (NAVD 88)	Bottom of System Elevation (ft.) (NAVD 88)	Surface Area (SF)
StormTrap System 1	1A - 29.25 1B - 29.75 1C - 30.50 1D - 30.00	28.00	±3,755
StormTrap System 2	2A - 29.75 2B - 29.33 2C - 29.75	28.00	±6,752
StormTrap System 3	30.75	29.00	±3,762
StormTrap System 4	30.08	28.00	±1,558
StormTrap System 5	5A - 29.75 5B - 30.00 5C - 29.25	28.00	±4,354

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Jason Christopher Stubbs
FL LICENSED NO. 89387

TO THE BEST OF THE KNOWLEDGE OF THE ARCHITECTS AND ENGINEERS, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE FLORIDA BUILDING CODES AND THE APPLICABLE MIAMI-DADE COUNTY STANDARDS.

AdventHealth Orlando

ORMOND BEACH OSED

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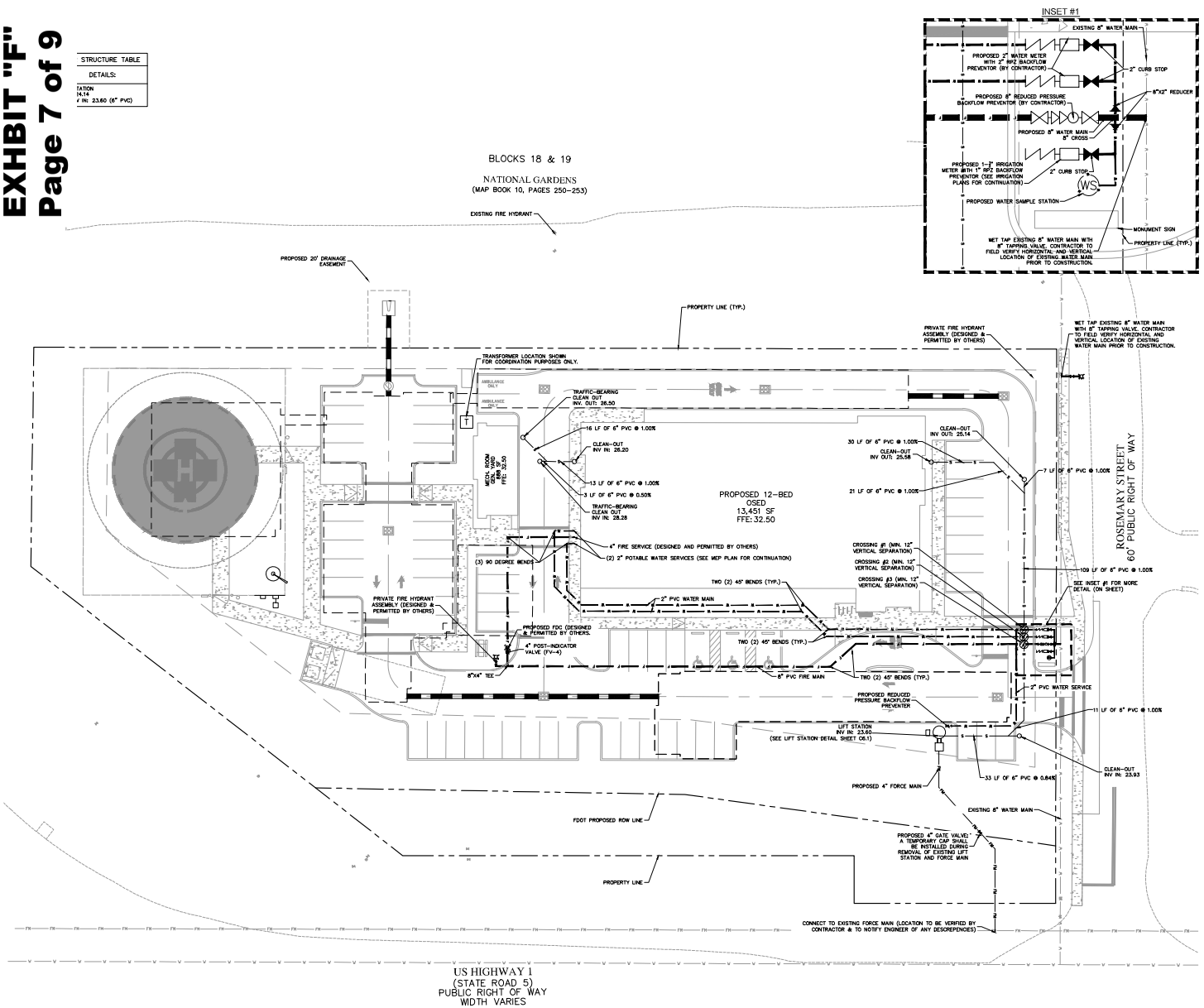
DATE	SUBMISSION	NO

DRAINAGE PLAN

PROJ. NO. 149633019 SHEET
DRAWN DJK C5.1

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STRUCTURE TABLE
DETAILS:
TATION 14.14 r IN: 23.60 (6" PVC)



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- PROPOSED POTABLE WATER LINE
- PROPOSED FIRE LINE
- PROPOSED FIRE HYDRANT
- PROPOSED FDC
- PROPOSED SANITARY SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING EXFILTRATION OUTLINE
- EXISTING STORM PIPE
- EXISTING STORM STRUCTURE

GENERAL UTILITY NOTES:

1. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES FOR CONSISTENCY WITH THE CONSTRUCTION PLANS. IF A CONSIDERABLE DISCREPANCY IS FOUND, CONTACT OWNER/ENGINEER PRIOR TO ANY PROPOSED CONSTRUCTION.
2. ALL PRIVATE FIRE SERVICE MAINS LOCATED DOWNSTREAM OF THE POINT OF SERVICE SHALL BE INSTALLED BY A QUALIFIED AND LICENSED CONTRACTOR. CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE FIRE CODES. CONTRACTOR TO VERIFY REQUIREMENTS BEFORE START OF CONSTRUCTION.
3. ALL ONSITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
4. MAINTAIN A MINIMUM OF 3-FT OF COVER OVER ALL PROPOSED WATER AND WASTEWATER LINES.
5. ALL SANITARY CLEAN-OUTS WITHIN ASPHALT PAVEMENT SHALL BE TRAFFIC BEARING.
6. REFER TO PLUMBING & ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION REGARDING BUILDING UTILITIES AND REQUIRED CONDUITS/SLEEVES.
7. CONTRACTOR TO COORDINATE COMMUNICATION BOX LOCATIONS AND SERVICE LINES WITH SERVICE PROVIDER AND OWNER.
8. CONTRACTOR TO COPY UTILITY PROVIDERS WITH ALL MATERIALS TESTING PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY.
9. CONTACT YOUR DESIGNATED ORMOND BEACH INSPECTOR AT THE CONSTRUCTION DIVISION AT TO SCHEDULE A MEETING PRIOR TO INITIATING CONSTRUCTION TO DISCUSS INSPECTION REQUIREMENTS.
10. MAINTAIN MINIMUM CLEARANCES PER FDEP CRITERIA (FIGURE A116-1 AND A116-2) FOR ALL MAINS & LATERALS.
11. CONTRACTOR TO PROVIDE AS-BUILT CROSSING INFORMATION OF ALL GRAVITY & PRESSURE PIPES.
14. ALL UTILITIES (INCLUDING PUMP STATION IF APPLICABLE) LOCATED OUTSIDE PUBLIC RIGHT-OF-WAYS AND PUBLIC EASEMENTS SHALL BE PRIVATELY OWNED AND MAINTAINED.
15. MAINTAIN A MINIMUM OF 3 FEET OF COVER OVER ALL PROPOSED WATER, WASTEWATER, AND RECLAIMED WATER LINES.

FIRE PROTECTION SERVICE NOTES:

1. ALL UNDERGROUND MAINS SERVING FIRE HYDRANTS OR FIRE PROTECTION SPRINKLER SYSTEMS ON PRIVATE PROPERTY MUST BE PERMITTED PRIOR TO INSTALLATION. THE DRAWING SHALL INDICATE THAT ALL UNDERGROUND FIRE MAINS WILL BE INSTALLED IN ACCORDANCE WITH NFPA 24: "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES" (LATEST ED.). [F.A.C. 69A-60.005(2)]
2. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED NO MORE THAN 100 FT FROM THE NEAREST FIRE HYDRANT. [NFPA 14:6.3.6.4]
3. ALL FIRE SERVICE MAIN LOCATED DOWNSTREAM OF THE FIRE POINT OF SERVICE (POS) SHALL BE INSTALLED BY A QUALIFIED AND LICENSED CONTRACTOR. CONSTRUCTION AND MATERIALS SHALL COMPLY WITH APPLICABLE FIRE CODE. CONTRACTOR TO VERIFY REQUIREMENTS WITH THE CITY OF ORMOND BEACH PRIOR TO SHOP DRAWING REVIEW.
4. PROVIDE SIGNAGE FOR ALL PROPOSED FIRE DEPARTMENT CONNECTIONS (F.D.C.) INDICATING ITS LOCATION AND THE BUILDING IT SERVICES.
5. THIS UTILITY PLAN SHOULD NOT BE CONSIDERED A FIRE PROTECTION DOCUMENT AS REQUIRED BY NFPA 24. FIRE PROTECTION ENGINEERING DOCUMENTS PER NFPA 24 ARE REQUIRED TO BE SIGNED AND SEALED BY A LICENSED FIRE DESIGNER AND PROVIDED AS A SEPARATE UNDERGROUND FIRE PERMIT.
6. POINT OF SERVICE STARTS AT THE LOCATION INDICATED ON THE DRAWIN AND ENDS AT 1' ABOVE FINISHED FLOOR.
7. FIRE HYDRANT MUST BE CLEARED PRIOR TO VERTICAL CONSTRUCTION.
8. PRIOR TO FIRE LINE INSTALLATION, THE FLORIDA LICENSED CONTRACTOR SHALL SUBMIT LAYOUT DESIGN DRAWINGS TO THE OFFICE OF THE FIRE MARSHAL IF REQUIRED BY FLORIDA STATUE 553.79. DRAWINGS MUST BE SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER. THE DRAWINGS MUST SHOW ALL UNDERGROUND FIRE LINES AND COMPONENTS STARTING FROM THE POINT OF SERVICE AS DEFINED UNDER FLORIDA STATUE 633.102. THE DESIGN SHALL BE IN ACCORDANCE WITH THE CURRENT FLORIDA FIRE PREVENTION CODE AND ALL ADOPTED NFPA CODES AND STANDARDS

POTABLE WATER UTILITY NOTES:

1. ALL POTABLE WATER UTILITIES SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO BE FAMILIAR WITH THESE STANDARDS.
2. REFER TO ORMOND BEACH STANDARD NOTES & DETAILS, SHEETS C8.0-C8.1.
3. ALL UTILITY CROSSING CRITERIA PER RULE 62-555.314 SHALL BE MET.
4. TOTAL IRRIGABLE AREA IS 1.24 ACRES.

SANITARY WASTEWATER UTILITY NOTES:

1. ALL SANITARY WASTEWATER UTILITIES SHALL BE IN ACCORDANCE WITH "ORMOND BEACH UTILITIES STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE TO BE FAMILIAR WITH THESE STANDARDS.
2. ALL CLEAN-OUTS WITHIN THE PAVEMENT SHALL BE H-20 TRAFFIC BEARING.
3. ALL UTILITY CROSSING CRITERIA PER FIGURE A116-1 AND A116-2 SHALL BE MET.

DATUM/BENCHMARKS:

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD88 DATUM BASED ON FDOT (FLORIDA DEPARTMENT OF TRANSPORTATION) BENCHMARK "92205003", ELEVATION 28.91 (NAVD88), BEING A 3.5" BRASS DISK IN A CONCRETE BASIN STAMPED "DSPNC 92205 003."

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

SEAL
JARROD C. STUBBS
LICENSED
No. 88387
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Jarrod Stubbs, P.E.
FL LICENSE NO. 88387
IN THE BEST OF MY KNOWLEDGE AND BELIEF, THE FACTS AND DATA CONTAINED HEREIN ARE TRUE, CORRECT AND COMPLETE

AdventHealth Orlando
ORMOND BEACH OSED

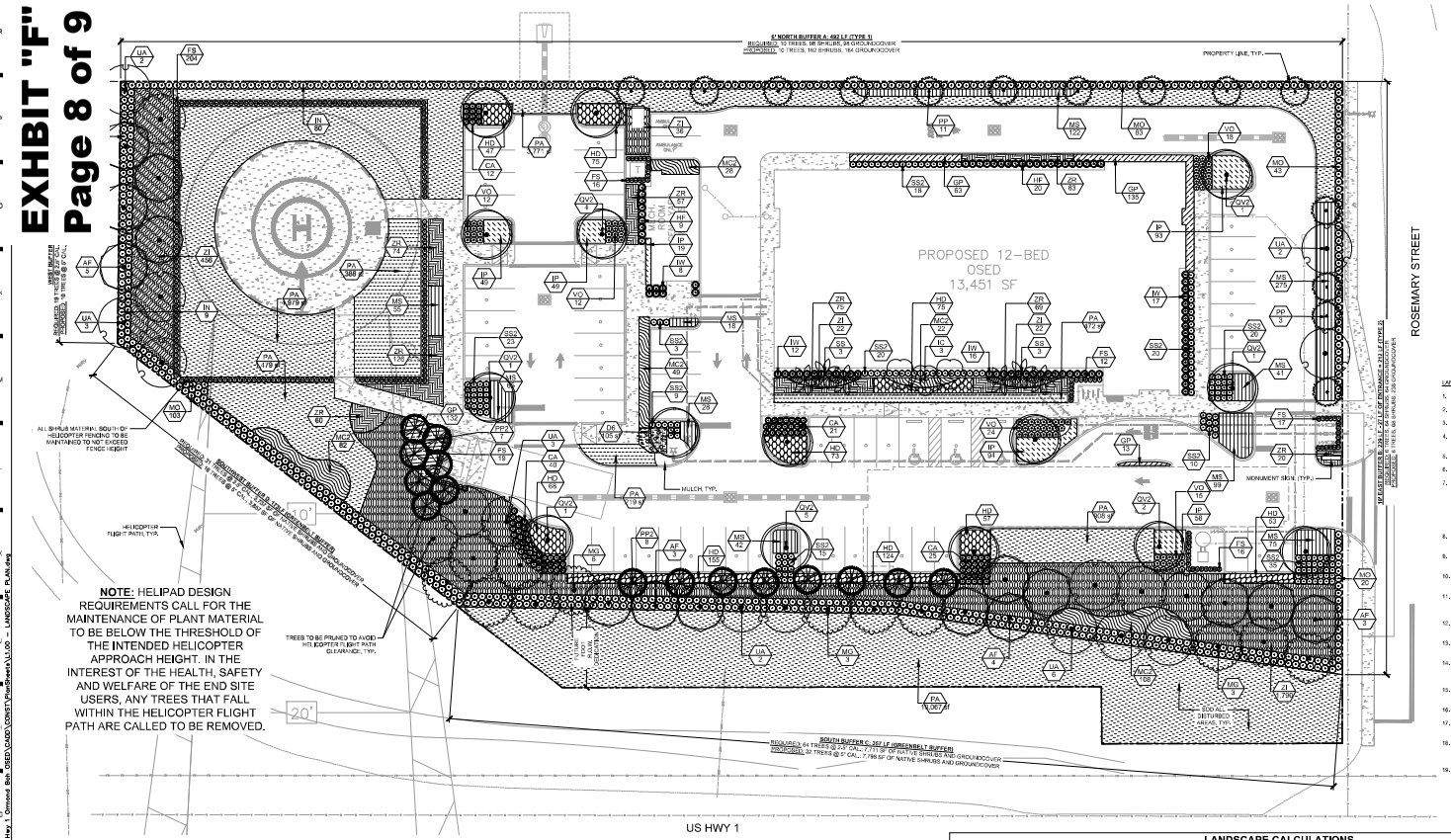
Hunton Brady ARCHITECTS

DATE	SUBMISSION	NO

UTILITY PLAN

PROJ. NO. 149633019 SHEET
DRAWN DJK C6.0

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NOTE: HELIPAD DESIGN REQUIREMENTS CALL FOR THE MAINTENANCE OF PLANT MATERIAL TO BE BELOW THE THRESHOLD OF THE INTENDED HELICOPTER APPROACH HEIGHT. IN THE INTEREST OF THE HEALTH, SAFETY AND WELFARE OF THE END SITE USERS, ANY TREES THAT FALL WITHIN THE HELICOPTER FLIGHT PATH ARE CALLED TO BE REMOVED.

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE, BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC, WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC., ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DECEASED, UNTRESSED, DEAD, OR REJECTED PRIOR TO SUBSTANTIAL COMPLETION SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD, THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II" STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITHIN NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED TO BE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
19. ALL PLANTED LANDSCAPE AREAS TO HAVE 3" DEEP DESIGNER BROWN HARDWOOD MULCH TO FULLY COVER DRIP IRRIGATION & AMENDED SOILS. REFER AS NEEDED DURING CONSTRUCTION. SUBMIT ALTERNATIVE MULCH SPECIFICATION FOR LANDSCAPE ARCHITECT APPROVAL.

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
CANOPY TREE							
	AF	18	FLORIDA FLAME RED MAPLE STRAIGHT, SINGLE LEADER, FL #1	ACER RUBRUM 'FLORIDA FLAME'	FG	8" CAL MIN	14' HT., 6' SPR.
	MG	12	SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FULL, FL #1	MAGNOLIA GRANDIFLORA	FG	8" CAL MIN	14' HT., 5' SPR.
	PP	14	LONGLEAF PINE STRAIGHT, SINGLE LEADER, FULL, FL #1	PINUS PALUSTRIS	FG	2.5" CAL MIN	12' HT., 4' SPR.
	PP2	18	LONGLEAF PINE STRAIGHT, SINGLE LEADER, FULL, FL #1	PINUS PALUSTRIS	FG	8" CAL MIN	14' HT., 4' SPR.
	QV2	18	SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FL #1	QUERCUS VIRGINIANA	FG	3.5" CAL MIN	12' HT., 5' SPR.
	UA	18	AMERICAN ELM STRAIGHT, SINGLE LEADER, FL #1, FULL	ULMUS AMERICANA	FG	8" CAL MIN	14' HT., 4' SPR.
PALMS							
	SS	6	CABBAGE PALMETTO STRAIGHT, BUSH, FL #1, IF CT	SABAL PALMETTO	FG	-	10' HT
UNDERSTORY TREES							
	IC	3	DAHOON HOLLY STRAIGHT, SINGLE LEADER, FL #1	ILEX CASSINE	FG	3.5" CAL MIN	10' HT., 4' SPR
SYMBOL	**CODE**	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**SIZE**	**SPACING**
SHRUBS							
	CA	88	AMERICAN BEAUTY BERRY FULL	CALLICARPA AMERICANA	3 GAL	36" HT	30" OC
	FS	264	FLORIDA PRIVET FULL	FORESTIERA SEGREGATA	7 GAL	36" HT	24" OC
	HF	28	FIREBUSH FULL	HAMELIA PATENS	3 GAL	24" HT	36" OC
	IN	89	DWARF YAUPON HOLLY FULL	ILEX VOMITORIA 'NANA'	3 GAL	24" HT	36" OC
	IW	53	RED DWARF IXORA FULL	IXORA TAIWANENSIS 'RED DWARF'	3 GAL	24" HT	36" OC
	MD	361	SWANSON'S BIGNONIA FULL	MYRIANTHES FRAGRANS	3 GAL	24" HT	36" OC
	SS2	173	SAW PALMETTO FULL	SABAL SERRULATA	3 GAL	18" HT	30" OC
	VO	81	WALTERS VIBURNUM FULL	VIBURNUM OBOVATUM	3 GAL	24" HT	30" OC
SHRUB AREAS							
	MC2	289	PINK MUHLY GRASS FULL	MUHLENBERGIA CAPILLARIS	3 GAL	24" HT	24" OC
	ZI	2,328	COONTIE FULL, NATIVE	ZAMIA INTEGRIFOLIA	7 GAL	24" HT	24" OC

GROUND COVERS

	DS	105 SF	3" DEPTH, PROVIDE BINDER COURSE	DECOMPOSED GRANITE	-	-	-	-
	GP	343	BLANKET FLOWER FULL	GAILLARDIA PULCHELLA	1 GAL	18" FULL	18" OC	
	HD	727	DUNE SUNFLOWER FULL	HELIANTHUS DEBILIS	1 GAL	18" FULL	18" OC	
	IP	362	BEACH MORNING GLORY FULL	IPOMOEA PES-CAPRAE	1 GAL	18" FULL	18" O.C.	
	MS	820	SUNSHINE MIMOSA FULL	MIMOSA STRIGILLOSA	1 GAL	18" FULL	18" OC	
	ZR	544	RUELLEY FULL	ZEPHYRANTHES ROBUSTUS	1 GAL	18" FULL	18" OC	

SOD

	PA	23,263 SF	ARGENTINE BAHIAGRASS ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DERMIS FREE	PASPALUM NOTATUM 'ARGENTINE'	SOD	-

MISC.	QTY.	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	RED HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

LANDSCAPE CALCULATIONS

PER "ORMOND BEACH" LAND DEVELOPMENT CODE

	REQUIRED	PROVIDED
TREE RATIOS 1 TREE PER 1,500 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA	TOTAL LOT AREA: 107,560 SF 107,560 SF / 1,500 SF = 72 TREES OR TOTAL LANDSCAPE AREA: 43,948 SF 43,948 SF / 400 SF = 110 TREES EXCESS OF 25% 110 TREES X 25% = 27.5 TREES = TOTAL 137.5 TREES	(17) TREES AT 2.5" CALIPER = (1 TREE CREDIT) = 17 TREES (15) TREES AT 3.5" CALIPER = (2 TREE CREDITS) = 30 TREES (50) TREES AT 5" CALIPER = (2 TREE CREDITS) = 100 TREES GRAND TOTAL = 147 TREES (133% OF TOTAL TREES REQUIRED)
NATIVE AND DROUGHT TOLERANT 50% OF ALL LANDSCAPE AREA TO BE DROUGHT TOLERANT 50% OF ALL SHRUBS AND GROUNDCOVER TO BE NATIVE SPECIES 75% OF REQUIRED TREES SHALL BE NATIVE SHADE TREES (IF CONFLICTS OCCUR WHERE SHADE TREES ARE NOT APPROPRIATE THAN A NATIVE PALM OR UNDERSTORY TREE SHALL BE PLANTED) SECTION 3-6(B)(C)(3-4)	TOTAL TREES: 147 147 TREES X .75 = 111 TREES MIN SHALL BE NATIVE TOTAL LANDSCAPE AREA: 44,383 SF x .99 = 22,192 SF SHALL BE NATIVE AND DROUGHT TOLERANT	147 NATIVE TREES PROVIDED (100%) 44,383 SF OF NATIVE SHRUBS AND GROUNDCOVER PROVIDED (100%)
FOUNDATION PLANTING MINIMUM 5' WIDE LANDSCAPED AREA LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY SECTION 3-6(B)(7)	MIN. 5' WIDTH LANDSCAPE AREA LANDSCAPE AREA, PRIMARILY SHRUBBERY	SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS)
LANDSCAPE BUFFER REQUIREMENTS: **TYPE 1 BUFFER:** 6' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF **TYPE 2 BUFFER:** 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF **GREENBELT BUFFER:** 30' MIN. WIDTH, 1 TREE PER 200 SF, 60% OF TOTAL GREENBELT LANDSCAPE AREA TO BE PLANTED WITH NATIVE SHRUBS AND GROUNDCOVER SECTION 3-6(E)(3)	**6' NORTH BUFFER A: 492 LF (TYPE 1)** 10 TREES, 98 SHRUBS, 98 GROUNDCOVER **10' EAST BUFFER B: 239 LF - 27 LF OF ENTRANCE = 212 LF (TYPE 2)** 6 TREES, 64 SHRUBS, 64 GROUNDCOVER **SOUTH BUFFER C: 357 LF (GREENBELT BUFFER)** 64 TREES @ 2.5" CAL., 7,777 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D: 173 LF (GREENBELT BUFFER)** 31 TREES @ 2.5" CAL., 3,737 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E: 185 LF (GREENBELT BUFFER)** 19 TREES @ 2.5" CAL., 2,289 SF OF NATIVE SHRUBS AND GROUNDCOVER	**6' NORTH BUFFER A:** 10 TREES, 98 SHRUBS, 98 GROUNDCOVER **10' EAST BUFFER B:** 6 TREES, 64 SHRUBS, 64 GROUNDCOVER **SOUTH BUFFER C:** 32 TREES @ 5" CAL., 7,786 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D:** 16 TREES @ 5" CAL., 3,857 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E:** 10 TREES @ 5" CAL., 2,451 SF OF NATIVE SHRUBS AND GROUNDCOVER
VUA LANDSCAPING REQUIREMENT: INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA MIN. 1 HARDWOOD TREE AT 3.5" CAL. MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES SECTION 3-6(E)(6)	SITE VUA: 35,719 SF 35,719 SF X 10% = 3,572 SF VUA LANDSCAPE AREA REQUIRED 1 TREE PER ISLAND X 16 ISLANDS = 16 HARDWOOD TREES REQUIRED MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES	A: 183 SF B: 312 SF C: 475 SF D: 176 SF E: 165 SF F: 39 SF G: 407 SF H: 554 SF I: 294 SF J: 482 SF K: 163 SF L: 289 SF M: 1,169 SF N: 215 SF O: 299 SF P: 39 SF Q: 221 SF R: 167 SF S: 283 SF T: 169 SF U: 1,541 SF TOTAL: 7,749 SF (208%) 16 HARDWOOD TREES MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES

GRAPHIC SCALE IN FEET
0 10 20 40

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

SEAL

THE SEAL OF AN ENGINEER IS AN INDICATION OF RESPONSIBILITY FOR THE PLANS OR REPORTS SHOWN OR BEARING THE SEAL.

AdventHealth Orlando
ORMOND BEACH OSED

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DATE	SUBMISSION	NO.

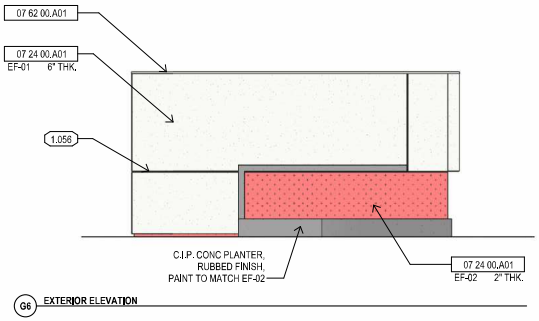
OVERALL LANDSCAPE PLAN

PROJ. NO. 149833019 SHEET
DRAWN NAA L1.00
9/26/2025

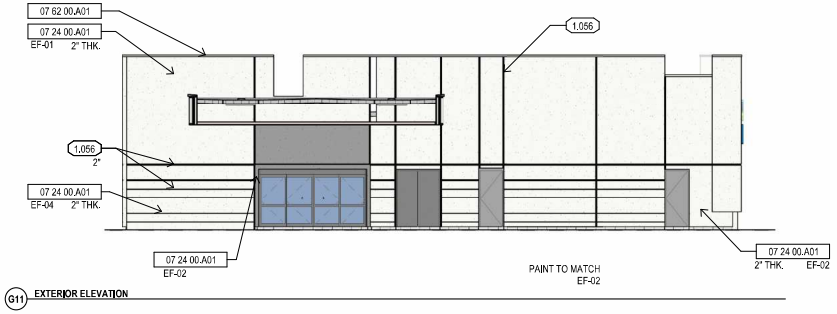
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Plotted By: Scott, Nora Brent, Set: AdventHealth Ormond Beach OSED, Layout: L1.00 - LANDSCAPE PLAN.dwg
Xrefs: C:\JOB_DATA\149833019 - 10 Orchid Island Dr\OSED\CADD\CONSTRUCTION\Sheets\L1.00 - LANDSCAPE PLAN.dwg
Date: September 26, 2025 10:29:36am

EXTERIOR FINISH LEGEND		
	07 24 00.A01 EF-01	exterior insulation and finish system
	07 24 00.A01 EF-02	exterior insulation and finish system
	07 24 00.A01 EF-03	exterior insulation and finish system
	07 24 00.A01 EF-04	exterior insulation and finish system



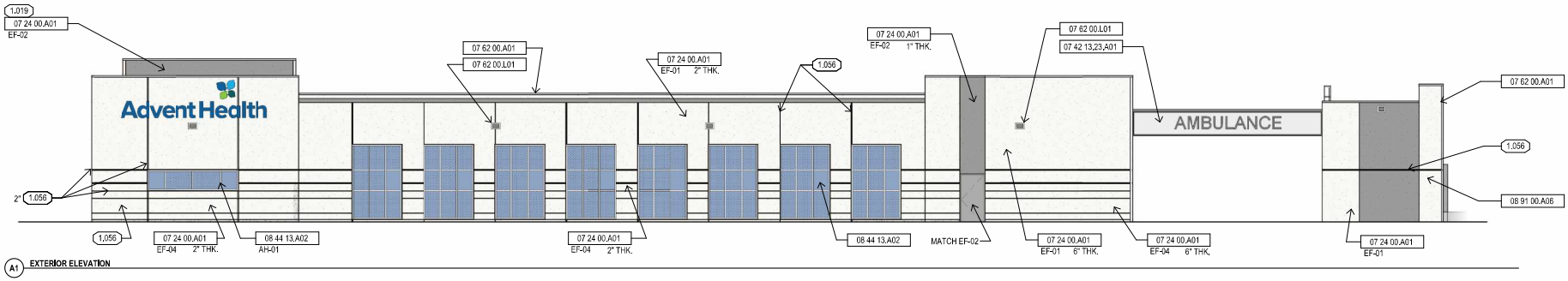
G6 EXTERIOR ELEVATION



G11 EXTERIOR ELEVATION

MATERIAL NOTES	
07 24 00.A01	exterior insulation and finish system
07 42 13.23.A01	metal composite material panel
07 62 00.A01	metal coping
07 62 00.L01	metal scupper
08 44 13.A02	hurricane resistant glazed aluminum curtain wall system
08 91 00.A06	stationary impact resistant hurricane louver

GENERAL NOTES	
1.019	screen wall
1.056	reveal



A1 EXTERIOR ELEVATION

EXTERIOR ELEVATIONS

0' 4' 8' 16'

AdventHealth

ORMOND BEACH OSED 12 BED | ORMOND BEACH, FLORIDA

H-24103.00
07/23/25

Hunton Brady ARCHITECTS

PLANNING BOARD
STAFF REPORT
Advent Health Off-Site Emergency Department
Project Number: PZ-2025-169(B)

SPRC DETERMINATION DATE & ACTION:	October 29, 2025, Site Plan Review Committee (SPRC) recommended approval of the project, subject to resolving the outstanding comments
PLANNING BOARD DATE:	November 13, 2025
TENTATIVE CITY COMMISSION DATE:	December 16, 2025 (1st reading) January 20, 2026 (2nd reading)
APPLICANT:	Kimley-Horn and Associates, Inc., on behalf of the property owner Memorial Health Systems, Inc.
LOCATION:	1561 North U.S. Highway 1
REQUEST:	Issuance of a development order at 1561 North U.S. Highway 1 for an approximately 13,451 square foot Advent Health Off-Site Emergency Department (OSED) building and associated site improvements under certain conditions on 2.47 acres
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for the issuance of a development order at 1561 North U.S. Highway 1. The Advent Health Off-Site Emergency Department (OSED) Planned Business Development seeks to allow an approximately 13,451 square foot building and associated site improvements under certain conditions on 2.47 acres. The Planned Business Development process requires a zoning map amendment (item A) and the issuance of the development order (item B).

SECTION 2, BACKGROUND:

The subject property is located at 1561 North U.S. Highway 1 at the intersection of North U.S. Highway 1 and Rosemary Street and abuts I-95. The property was once operated as a gas station and a Wendy's fast food restaurant, totaling approximately 8,305 square feet. The property was annexed on March 21, 2011, with Ordinance 2011-09 based on the connection to city utilities. On August 3, 2011, the City Commission approved a Comprehensive Plan amendment to assign a land use designation of “Low Intensity Commercial”. On November 15, 2011, the City Commission approved a zoning map amendment to assign the B-7, Highway Tourist Commercial, zoning classification. In 2022, the property owner at that time demolished all structures at 1561 North U.S. Highway 1.

Starting in 2010, Ormond Beach initiated the process to create an Interlocal Service Boundary Area (ISBA) with Volusia County along the North U.S. Highway 1 corridor. The Interlocal Service Boundary Area was adopted by Ormond Beach and Volusia County in 2014 and allowed Ormond Beach to apply land use and zoning regulations to all properties, including those properties in unincorporated Volusia County. The Interlocal Service Boundary Area represented a significant investment in the North U.S. Highway 1 corridor. Actions have included utility improvements, landscaping grants, code enforcement actions, and the planned renovations of the I-95 and U.S. Highway 1 interchange. The Interlocal Service Boundary Area has expanded to include the Plantation Oaks and RidgeHaven subdivisions.

The application shall require two separate actions by the Planning Board and City Commission as follows:

1. Item A: zoning map amendment from B-7, Highway Tourist Commercial to Planned Business Development.
2. Item B: issuance of a development order or an approximately 13,451 square foot off-site emergency department building and associated site improvements under certain conditions on 2.47 acres.

The two applications will be presented as a single item to the Planning Board because they are interrelated. Any motion by the Planning Board must be for the individual item, with a separate vote for each agenda item.

SECTION 3, ANALYSIS: The site is designated as "Low Intensity Commercial" on the Future Land Use Map with a B-7, Highway Tourist Commercial zoning classification. The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Commercial, Hotel	"Low Intensity Commercial"	B-7, Highway Tourist Commercial
South	Commercial	"Low Intensity Commercial"	B-7, Highway Tourist Commercial
West	I-95 Right-of-Way	I-95 Right-of-Way	I-95 Right-of-Way
East	Commercial, Dollar General	"Low Intensity Commercial"	B-7, Highway Tourist Commercial

Key project attributes for the Advent Health Off-Site Emergency Department Planned Business Development Order are provided below. The attributes listed in **bold** require specific approval within the Planned Business Development:

1. The project size is 2.47 acres. The project site is vacant, with no existing structures.
2. The building size shown on the site plan is approximately 13,451 square feet.
3. Project representatives attended the July 8, 2025, Brownfield Advisory Board meeting and discussed the potential to enter the Florida Brownfields redevelopment program with the Department of Environmental Protection. A Brownfield Site Rehabilitation Agreement was completed between the Applicant and the Florida Department of Environmental Protection on October 28, 2025.
4. The proposed medical use is permitted within the existing B-7 Highway Tourist Commercial zoning district.
5. On the northwest side of the property, abutting the I-95 right-of-way, the project proposes a heliport. The landscape plan includes a note stating that no landscape material should be planted within the helicopter's flight path.
6. The project uses the hospital parking calculation, which requires 24 parking spaces. The site plan shows a total of 60 parking spaces.
7. There are no wetlands on-site.
8. The property is within flood zone "X" and "AH." The flood zone "AH" is limited to the area outside the project development area.
9. Sheet C5.1 of the site plan set shows underground exfiltration systems to accommodate stormwater requirements.
10. Rosemary Street has a proposed sidewalk that would connect to the internal sidewalk system.

11. The Florida Department of Transportation is proposing a right-of-way taking along the North U.S. Highway 1 frontage ranging from 28 to 41 linear feet.

12. **PBD deviation request: Greenbelt and Gateway Preservation District Buffer (Greenbelt buffer).** Section 2-73(b)(1) of the Land Development Code requires a 36' landscape buffer along North U.S. Highway 1. Section 2-73(c)(1) of the Land Development Code requires a 60' landscape buffer along Interstate 95. The site plans (EX-01 and L1.00) show Greenbelt buffer widths that are less than required by the Land Development Code. Along North U.S. Highway 1, the closest width is approximately 14' and varies based on the right-of-way taking from the Florida Department of Transportation. Along Interstate 95, the closest width is approximately 22'. Based on upsizing, the project is providing the landscape materials needed within the Greenbelt buffer.

13. **PBD deviation request: chain link fencing.** The Land Development Code prohibits chain link fencing in commercial zoning districts. Section 2-50(n)(4)(d) states, "Chainlink fencing shall be prohibited within all commercial zoning districts (B-1, B-2, B-4, B-5, B-6, B-7, B-8, B-9, and B-10)." The site plan (Sheet C4.0 and Project Narrative Letter) shows chain link fencing around the heliport.

14. **PBD deviation request: site signage.** The project is proposing a ground sign of 12’ in height along North U.S. Highway 1, totaling 17 square feet. Section 2-73(c)(3) of the Land Development Code states, “The provisions of chapter 3, article IV of this Land Development Code, sign regulations, shall apply to the Greenbelt Preservation District.” Section 3-47(C)(1) of the Land Development Code requires only monument signs that are a maximum height of 8’.

15. **PBD deviation request: wall signage.** Section 3-48(E)(1) of the Land Development Code states the following for wall signage,

    “a. Linear building frontage, up to thirty (30) feet: one (1) square foot of signage per one (1) linear foot of building frontage. b. Linear building frontage, over thirty (30) feet: one (1) square foot of signage per one linear foot of building frontage up to thirty (30) feet, plus one-half (0.5) square foot for each linear foot thereafter.” Based on the proposed building length, a total of two (2) signs would be allowed with a total square footage of 146.25 square feet.

    The Applicant is requesting the following signage:

#	Sign	Square Footage
1.	Advent Health	212.50
2.	Advent Health	143.50
3.	Ambulance	35.67
4.	Emergency	35.50
5.	ER	45.11
	Total	**472.28**

Within the Project Narrative Letter, the Applicant states,

> "Signage is a critical component to safe and timely care of individuals seeking emergency medical treatment – from routing guests during high stress timing to ensuring emergency responders can navigate the property and structure in a timeframe where seconds can mean the difference to a patient, the Applicant has balanced the aesthetic approach of the structure with the necessary identification and wayfinding signage."

16. A dumpster pad with an enclosure is proposed.
17. Sheet A-201 of Attachment 4 provides the architectural elevations of the proposed building. The two-story building is designed to match the existing church buildings, including a terracotta tile roof, tile accents, an arched storefront window, and arched reveals. It will be stucco-painted to match the existing building.
18. The project would maintain the uses and dimensional standards of the B-7, Highway Tourist Commercial zoning district.
19. Project Narrative Letter, public benefit: The property will include a state-of-the-art medical facility, with a diverse landscaping design that will create a sense of arrival to the proposed medical facility and will be held to the design and maintenance standards associated with all Advent Health facilities.
20. Project Narrative Letter, public benefit: The conceptual plan includes an overhang and landscaped pedestrian pathways to assist pedestrian movement throughout the site. The facility's design promotes easy, efficient access to care.
21. Project Narrative Letter, public benefit: While a portion of the parking is located in the front of the structure, the primary parking areas are located on the side of the building to allow the building to be placed in a way that promotes views of the structure from U.S. Highway 1.
22. Project Narrative Letter, public benefit: The proposed development includes runoff from the rooftop into designated stormwater retention areas in the landscaped or vegetated yards within the site.

The Site Plan Review Committee determination meeting was conducted on October 29, 2025. The Site Plan Review Committee provided the following recommendations:

1. Approval of a zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development.
2. Approval of the Greenbelt and Gateway Preservation District Buffer (Greenbelt buffer) requested waiver. Reduction of the width as follows:
   a) U.S. Highway 1 – 36' required – proposed width varies, with the minimum width being 14'.
   b) I-95 – 60' required – proposed width is 20'.

   With the provision of the same amount of landscape material that would have been required with the full size of the landscape buffer, through the upsizing of landscaping material.

3. Denial of the chain-link fencing around the heliport. The Site Plan Review Committee recommended installing a wrought-iron fence.
4. Denial (2-1 vote) of the requested site signage waiver to allow a twelve (12') foot ground sign along the North U.S. Highway 1 frontage. The Site Plan Review Committee recommended maintaining the eight-foot (8') monument signage standard and noted that the site signage square footage could be larger. The Applicant stated that the additional sign height was needed for the proposed use. The dissenting Site Plan Review Committee member believed that the additional sign height was justified.
5. Approval of the requested wall waiver request of:

#	Sign	Square Footage
1.	Advent Health	212.50
2.	Advent Health	143.50
3.	Ambulance	35.67
4.	Emergency	35.50
5.	ER	45.11
	Total	**472.28**

   The Site Plan Review Committee concurred with the Applicant that a critical component of safe and timely care for individuals seeking emergency medical treatment is ensuring emergency responders can navigate the property and structure in a timeframe where seconds can make the difference for a patient.
6. Approval of the overall site plan is subject to the resolution of the Site Plan Review Committee's outstanding comments.

SECTION 4: PLANNED DEVELOPMENT CRITERIA:

According to Chapter 2, Article II, Section 2-36 of the Land Development Code, the purpose of the Planned Business Development zoning district

> "is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy which incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories."

One goal of the Planned Business Development is to "provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the building environment."

In considering an application for a Planned Business Development, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above that are normally found for permitted uses in the district, with regard to the following:

a) Building form, architecture and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the Development Order and adhered to in all development phases.

The proposed building utilizes the neo-eclectic architectural style, as required by the Land Development Code. The building and proposed use represents a significant investment into the North U.S. Highway 1 corridor. The building elevations are included in Attachment 6.

b) Landscaping and related site amenities.

The project has provided landscape plans (Attachment 6) that have been determined to be consistent with Land Development Code requirements, as allowed under the Planned Development zoning designation. The project has unique conditions, including the Florida Department of Transportation right-of-way taking and the helipad's flight path.

c) Mitigation of off-site impacts.

The project site is uniquely situated abutting Interstate 95 and the intersection of North U.S. Highway and Rosemary Street. There are no residential uses in proximity to the subject property. No off-site impacts are anticipated with the proposed project.

d) Overall lighting plan, particularly in relation to aesthetics and glare reduction.

The project will provide a lighting plan that is acceptable and consistent with the Land Development Code.

e) Overall signage plans, particularly in relation to aesthetics and readability.

The project signage has been shown on the site plans and related exhibits (see Attachment 3). The Planned Development is seeking a waiver to allow a ground sign rather than a monument sign, and to increase wall signage.

CRITERIA FOR APPROVAL: Certain criteria must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e)(1-10) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed development complies with the Land Development Code. It seeks to follow the Planned Business Development process, based on the Greenbelt buffer, fencing, site, and wall signage. The proposed use is appropriate for the location and will not negatively impact surrounding properties. The development will not create

undue crowding beyond the conditions normally permitted in the zoning district. The Site Plan Review Committee determines that the public health, safety, welfare, or quality of life will not be adversely affected. The outstanding Site Plan Review Committee (SPRC) comments in Attachment 1 must be resolved by the Applicant before SPRC approval.

2. The proposed development is consistent with the Comprehensive Plan.

The property is designated as "Low Intensity Commercial" on the City's Future Land Use Map (FLUM). The proposed development is consistent with the Comprehensive Plan. Specifically, the Future Land Use Element of the Comprehensive Plan states:

Low Intensity Commercial

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 nonresidential uses, the minimum FAR should be 0.2.

Density: Maximum 10 units per acre.

Maximum FAR: 0.6

The "Low Intensity Commercial" land use designation specifically envisions commercial uses. The application also supports the following policies in the Future Land Use Element of the Comprehensive Plan:

OBJECTIVE 1.2.

Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.

POLICY 1.2.5.

The redevelopment and renewal of blighted commercial areas shall be encouraged.

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

POLICY 1.2.8.

Professional and medical uses shall be encouraged to locate along the Greenbelt corridor and in the area accessible to their respective clientele.

POLICY 2.1.14.

The city shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.

The location is appropriate for the medical facility and is consistent with the Comprehensive Plan.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The survey indicates that the project development is located in flood zone “X” and is not within a special flood hazard area. There are no wetlands on-site. The project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The proposed project is consistent with the property’s land use designation and zoning classification, and staff has determined that the project would not depreciate the value of the surrounding property. The medical use is well situated along the North U.S. corridor that is experiencing development and redevelopment. The use is consistent with the goals of the Interlocal Service Boundary Agreement area. The project will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds. The project proposes a substantial investment in the construction of the medical facility.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The Applicant has provided a trip generation memorandum based upon the ITE Trip Generation Manual, 11th edition. The project is expected to generate an average of 337 daily trips, with 15 in the A.M. peak hours and 21 in the P.M. peak hours. The project trips would not negatively impact roadways in this area of the city.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The site plan is functional and provides an aesthetically acceptable landscape plan and building elevations.

8. **The proposed development provides for the safety of occupants and visitors.**

   The proposed development provides for the safety of its occupants and visitors. Pedestrian access has been provided and will enhance the surrounding area.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The building and material will not adversely impact the aesthetics of the area and are designed in the neo-eclectic architectural style.

10. **The testimony provided at public hearings**.

    This application has not been heard, and no public testimony has been provided.

SECTION 6, RECOMMENDATION:

This agenda item seeks to allow the issuance of a development order at 1561 North U.S. Highway 1 for an approximately 13,451 square foot Advent Health off-site emergency department building and associated site improvements under certain conditions on 2.47 acres. The Site Plan Review Committee recommended that the Planning Board **APPROVE** the issuance of a development order as follows:

1. Approval of a zoning map amendment from B-7, Highway Tourist Commercial, to PBD, Planned Business Development.
2. Approval of the Greenbelt and Gateway Preservation District Buffer (Greenbelt buffer) requested waiver. Reduction of the width as follows:

   c) U.S. Highway 1 – 36' required – proposed width varies, with the minimum width being 14'.

   d) I-95 – 60’ required – proposed width is 20’.

   With the provision of the same amount of landscape material that would have been required with the full size of the landscape buffer, through the upsizing of landscaping material.

3. Denial of the chain-link fencing around the heliport. The Site Plan Review Committee recommended that a wrought-iron fence be used.
4. Denial of the requested site signage waiver to allow a twelve (12’) foot ground sign along the North U.S. Highway 1 frontage. The Site Plan Review Committee recommended maintaining the eight-foot (8') monument signage standard and noted that the site signage square footage could be larger.

5. Approval of the requested wall waiver request of:

#	Sign	Square Footage
1.	Advent Health	212.50
2.	Advent Health	143.50
3.	Ambulance	35.67
4.	Emergency	35.50
5.	ER	45.11
	Total	**472.28**

The Site Plan Review Committee concurred with the Applicant that stated a critical component to safe and timely care of individuals seeking emergency medical treatment, from routing guests during high stress timing to ensuring emergency responders can navigate the property and structure in a timeframe where seconds can mean the difference to a patient.

6. Approval of the overall site plan subject to the resolution of the Site Plan Review Committee outstanding comments.

Attachments:

Attachment 1: SPRC outstanding comments
Attachment 2: Project maps
Attachment 3: Applicant submitted information – Signage Plan
Attachment 4: Applicant submitted information – Heliport Chain Link Fencing
Attachment 5: Applicant submitted information – Greenbelt Exhibit
Attachment 6: Applicant submitted information

ATTACHMENT 1

Site Plan Review Committee outstanding comments

eReview Session for SPRC Review v.3

FILES: 2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf
2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf
2025-10-15 - DRAINAGE REPORT-AH - Ormond Beach OSED-SJRWMD.pdf
2025-10-15 - Greenbelt Buffer Exhibit.pdf
A201 - EXTERIOR ELEVATIONS.pdf
Comment Response Letter 2025-10-15.pdf
E103 - SITE LIGHTING PHOTOMETRICS DETAILS.pdf
PA203 - EXTERIOR ELEVATIONS AND FINISH LEGEND-1.pdf
Signage Plan - AdventHealth Ormond Beach OSED.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Peter Youssef	OLD, Do not review	10/16/2025 6:18 pm	PA203 - EXTERIOR ELEVATIONS AND FINISH LEGEND-1.pdf	1
Mike	Advisory: Note appears to be left over from previous plan sheet version	10/21/2025 1:28 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	11
Steven Spraker	23'-10"	10/21/2025 4:32 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	1
Cara Culliver	Per previous comment 08-29-25, please state on this plan a 60' Greenbelt buffer is required & staff is accepting 36' foot buffer along I-95 which is 24' feet, however the buffer will be planted to the 60' Greenbelt requirement by upsizing the trees.	10/21/2025 8:45 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	- Per previous comment (08-29-25), the Greenbelt buffer can't be located within the helipad area.	10/21/2025 8:47 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	This project is under the new landscape code, please update new tree prices, see Mitigation Chart C in attachment folder	10/21/2025 8:59 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Please use the updated Protected Tree Mitigation Chart A, see attachment folder	10/21/2025 9:01 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Pricing is $324 dollars per tree	10/21/2025 9:03 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	(14) Palms/3=5 Trees (Palms are 3:1)	10/21/2025 9:15 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	14 Palms/3 = 5	10/21/2025 9:15 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2

PLAN CORRECTIONS REPORT (SPRC-2025-000069)

Cara Culliver	Show calculations	10/21/2025 9:16 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	23 Palms/3 = 8	10/21/2025 9:16 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Correct the math	10/21/2025 9:18 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	N/A	10/21/2025 9:20 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Steven Spraker	Per previous comment: Chain link fencing. The Land Development Code prohibits chain link fencing in commercial zoning districts. Section 2-50(n)(4)(d) states, "Chainlink fencing shall be prohibited within all commercial zoning districts (B-1, B-2, B-4, B-5, B-6, B-7, B-8, B-9, and B-10)." This item needs to be separated out into an additional PBD deviation. This will be a SPRC PBD determination.	10/21/2025 9:57 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Steven Spraker	Greenbelt buffer encroachments needs to be a SPRC PBD determination.	10/21/2025 9:58 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Steven Spraker	Proposed ground sign needs to be a SPRC PBD determination.	10/21/2025 10:00 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Steven Spraker	Please include photometric plan in plan set.	10/21/2025 10:02 pm	E103 - SITE LIGHTING PHOTOMETRIC DETAILS.pdf	1
Steven Spraker	Light pole fixture is shown at 25'. Section 3-68(9)(b)(1) states, Poles and fixtures shall not exceed twenty feet (20') in height above grade. Please revise light fixture to 20' maximum height.	10/21/2025 10:03 pm	E103 - SITE LIGHTING PHOTOMETRIC DETAILS.pdf	1
Steven Spraker	Signage is required to be approved via the PBD as variations are required.	10/21/2025 10:05 pm	Signage Plan - AdventHealth Ormond Beach OSED.pdf	1
Peter Youssef	Please add Do Not Enter Sign and provide a construction detail.	10/22/2025 2:39 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Peter Youssef	Please call out the maximum running slope of the proposed ADA accessible access.	10/22/2025 2:55 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	8
Cara Culliver	5	10/22/2025 4:05 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	13	10/22/2025 4:06 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	7	10/22/2025 4:06 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	14	10/22/2025 4:06 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	N/A	10/22/2025 4:07 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Due to not meeting the specimen tree requirement you will need to use Mitigation Chart C.	10/22/2025 4:08 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	5 Trees	10/22/2025 4:17 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	13	10/22/2025 4:18 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	Please add the (5) 17" Cypress trees to this chart	10/22/2025 4:33 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Peter Youssef	Please show on the plans how the generated runoff from the building will be directed to the inlet DO6 to match the provided HGL calculations	10/22/2025 4:36 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	9
Cara Culliver	105 LF (x) 60' Greenbelt = 6,300 SF/200 = 32 Required Trees	10/22/2025 4:49 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	6,300 SF (x) 60% Native = 3,780 SF REQ.	10/22/2025 4:51 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	With each resubmittal provide the date & reason; Update this revision box on all sheets	10/22/2025 4:59 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4

Cara Culliver	WEST BUFFER CALCULATIONS: REQUIRES 32 TREES PROVIDED: (8) TREES @ 5" CALIPER (4 TREE CREDITS) = 32 TREES - ADD INFORMATION TO CHART - TO FIGURE TREE CREDITS USE MITIGATION CHA B	10/22/2025	5:03 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Scale back and only use 8 trees (See Calculations)	10/22/2025	5:06 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Add information on chart (typ.)	10/22/2025	5:07 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Add more diversity of native plants	10/22/2025	5:08 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Peter Youssef	Please refer to the City Detail M-13 and replace the detail shown in sheet C2.1.	10/22/2025	5:09 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	5
Peter Youssef	Please show on the plans the proposed easement information, to whom it will be dedicated, and provide its documentation and agreements (if any).	10/22/2025	6:06 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	530 LF Subt. 10' East buffer = 520 LF (x) 36' Greenbelt = 18,720 SF/200 = 94 Required Trees	10/22/2025	6:22 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Combine the 2 south buffers into one	10/22/2025	6:24 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	347 LF	10/22/2025	6:31 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	18,720 SF (x) 60% Native = 11,232 SF REQ.	10/22/2025	6:32 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Add more diversity of native plants for shrubs & ground covers	10/22/2025	6:33 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Greenbelt buffer needs to present from the street with shrubs in the background and creating 3 tiers of plant materials from high, mid and low.	10/22/2025	6:34 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Using 5" caliper trees and you would need 24 Trees total (See Mitigation Chart B - 19.6 sq in divided by 4.9 (2.5") = 4 tree credits - Shade tree needs to be spaced 30' feet apart and not all the greenbelt trees need to be canopy trees. You can provide a mix of shade and understory trees.	10/22/2025	6:37 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	19'-6"	10/22/2025	6:40 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Provided Trees = 94 (24 trees @ 5" caliper (4 tree credits) = 96 Trees	10/22/2025	6:49 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Space buffer trees out to eliminate gaps	10/22/2025	6:54 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	4 PP Trees	10/22/2025	6:54 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	10 PP	10/22/2025	6:57 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	462'	10/22/2025	6:58 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	492 LF Subt. 20' greenbelt & 10' East buffer = 462/100 (x) 2 = LF (x) 2 = 9 Required Trees	10/22/2025	6:58 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	42	10/22/2025	7:02 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	22 @ 5" (4 tree credits) = 88 Trees	10/22/2025	7:03 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	1.24 Ac = 54,014 SF/400 = 135 Trees	10/22/2025	7:04 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4

Cara Culliver	ADD THIS CHART SPECIMEN TREE MITIGATION CHART: MITIGATION REQURIED = (45) Trees @ 4.5" caliper MITIGATION PROVIDED = (20) Trees @ 5" caliper (NOTE: The excess 5" trees for mitigation, depending what you decide with the design will determine this number) MITIGATION DEFICIENT = 25 Trees = $30,261.35 Donate Into Tree Fund	10/22/2025	7:08 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	135 Trees	10/22/2025	7:12 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	SEE CITY LA CHART IN ATTACHMENT FOLDER	10/22/2025	7:15 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	2
Cara Culliver	NOTE: THE EXCESS 5" CALIPER TREES WILL COUNT TOWARD SPECIMEN TREE MITIGATION IF YOU CHOOSE TOO OR PAY INTO THE TREE FUND	10/22/2025	7:16 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	These req. foundation planting are planted where on the site, please identify	10/22/2025	7:18 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Saw palmetto planted at the terminal landscape islands & along the sidewalk is not appropriate.	10/22/2025	7:32 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	ONLY NEED THE CHART ONCE	10/22/2025	7:38 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	5
Cara Culliver	The Cabbage palms need to be at least 6' feet from the building & underground utilities, please revise. IC trees are too large for this space	10/22/2025	7:41 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	- Per previous comments made on 06/05/25 & 08-29-25 please use city standard details. Remove all details except 6, 7, 8.	10/22/2025	7:50 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	6
Peter Youssef	Will there be proposed lighting for this site? Please show the proposed locations.	10/22/2025	8:44 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Peter Youssef	Will there be a conflict between the fire line and the storm trap units? Please provide a cross-section. (TYP)	10/22/2025	9:01 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	11
Peter Youssef	Will there be a conflict between the proposed tree roots and the stormtrap units? Please check (TYP)	10/22/2025	9:10 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Peter Youssef	A	10/22/2025	9:18 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	11
Peter Youssef	A	10/22/2025	9:19 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	11
Peter Youssef	Please Provide Cross-section A-A and B-B and show elevations, utilities, stormtrap system, sub-base & base layers, etc.	10/22/2025	9:19 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	11
Peter Youssef	B	10/22/2025	9:23 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	11
Peter Youssef	B	10/22/2025	9:23 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	11
Peter Youssef	Please provide □No Objection? Letter for the Impacted Buffer Areas (TYP)	10/22/2025	9:29 pm	2025-10-15 - Greenbelt Buffer Exhibit.pdf	1
Peter Youssef	The proposed pavement for the Helipad is not shown in the legend. Please advise on where to find this information and the indicated Helipad sheet.	10/22/2025	9:36 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	"H" is not considered a VUA area, please revise	10/23/2025	3:54 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	5
Cara Culliver	NOTE: Previous comments made on 06/05/25 & 08-29-25, Irrigation comments have not been addressed and they are in the attachments folder.	10/23/2025	3:59 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	9
Cara Culliver	24'-2 1/4"	10/23/2025	4:12 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	- Previous comment will there be any parking lot lighting? If so please coordinate with the landscape plan.	10/23/2025	4:17 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Cara Culliver	Please include the Tree Survey with this drawing set.	10/23/2025	4:19 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	1

PLAN CORRECTIONS REPORT (SPRC-2025-000069)

Cara Culliver	- Previous comment will there be any parking lot lighting? If so please coordinate with the landscape plan.	10/23/2025	4:29 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	4
Cara Culliver	Remove graphic as no reclaimed available for this project	10/23/2025	4:40 pm	2025-05-16 - AdventHealth Ormond Beach OSED - LA PLANS.pdf	11
Sarah.Motes	Planning: I didn't see an attribute table demonstrating how the building architecture meets the Neo-Eclectic. Please review the code section Section 3-69 and identify how the proposed building meets this style.	10/23/2025	8:05 pm	A201 - EXTERIOR ELEVATIONS.pdf	1
Sarah.Motes	What does this thick, black dashed line represent? It doesn't match anything on the legend.	10/23/2025	8:16 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	6
Sarah.Motes	Informational note: When landscape buffer is determined the parking and all other impervious needs to be outside of this buffer.	10/23/2025	8:22 pm	2025-10-15 - Greenbelt Buffer Exhibit.pdf	1
Sarah.Motes	Planning: Please provide building elevations on all sides and the maximum height	10/23/2025	8:26 pm	A201 - EXTERIOR ELEVATIONS.pdf	1
Sarah.Motes	If desired, it would be recommended to meet with the SPRC team to go over the specific comments prior to re-submittal.	10/23/2025	8:29 pm	2025-05-16 - Advent Health Ormond Beach OSED - Civil Set.pdf	1
Noel Eaton	I know the intention is to determine where the buffer transitions from 36' to 60' but this area is less than both. The 36' or 60' should follow the angle of the property line as shown in red	10/23/2025	9:15 pm	2025-10-15 - Greenbelt Buffer Exhibit.pdf	1
Noel Eaton	36'	10/23/2025	9:15 pm	2025-10-15 - Greenbelt Buffer Exhibit.pdf	1
Noel Eaton	Please explain black vinyl-coated what? chain-link still? PVC? Aluminum?	10/23/2025	9:16 pm	Comment Response Letter 2025-10-15.pdf	3

ATTACHMENT 2

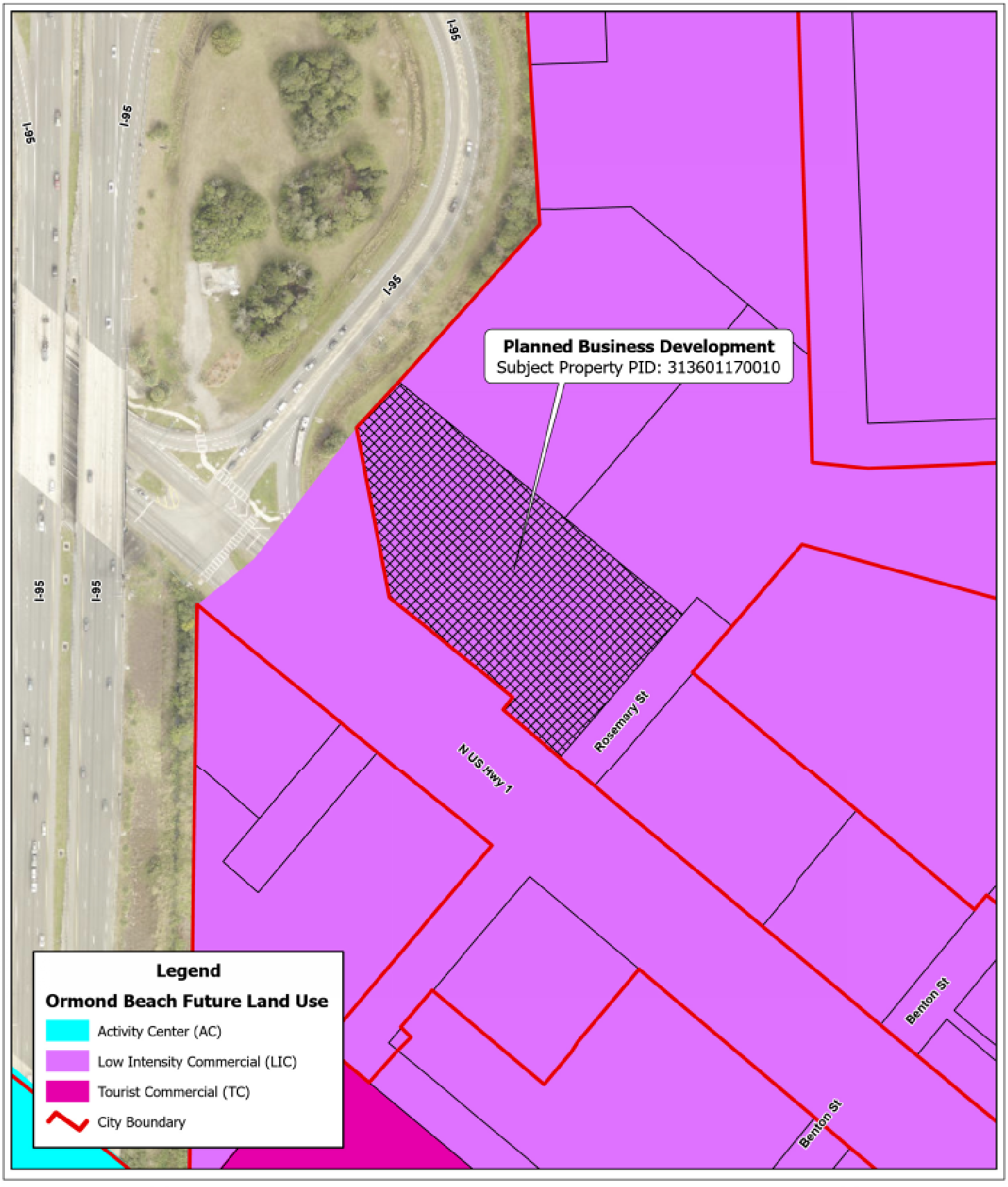
Project Maps



1561 NORTH US HIGHWAY 1
AERIAL MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

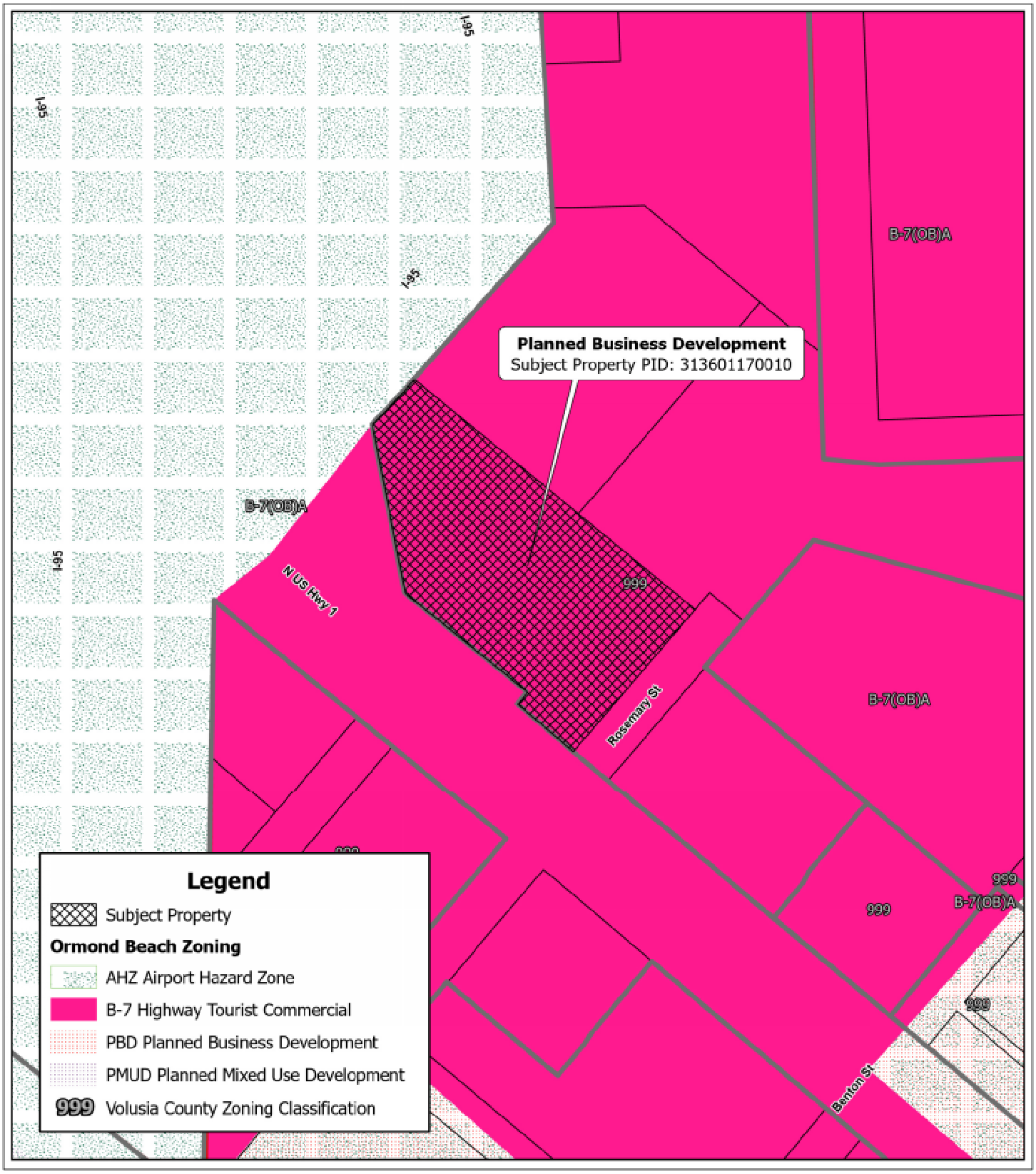
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1561 NORTH US HIGHWAY 1
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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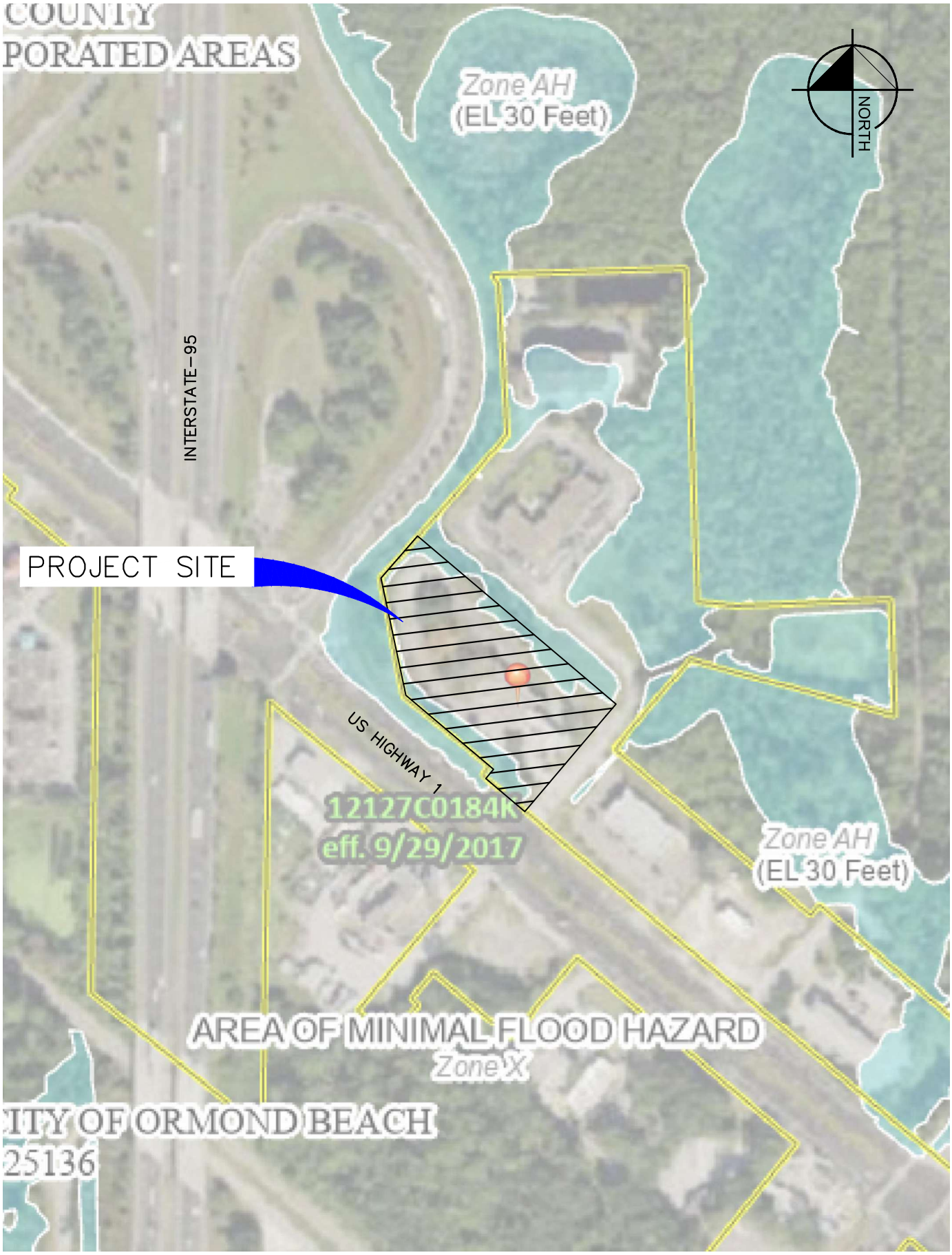
Zoning Map Amendment from B-7, Highway Tourist Commercial to Planned Business Development

CITY OF ORMOND BEACH FLORIDA

1561 NORTH US HIGHWAY 1
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SCALE N.T.S. DESIGNED BY DK DRAWN BY DK CHECKED BY BS	Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 1530 CORNERSTONE BLVD., BLDG 1, SUITE 200, DAYTONA BEACH, FL 32117 PHONE (407) 898-1511 WWW.KIMLEY-HORN.COM REGISTRY No. 696	DATE 5/14/2025 PROJECT NO. 149633019	ADVENTHEALTH ORMOND BEACH OSED - FEMA	DESIGN ENGINEER: FLORIDA P.E. LICENSE NUMBER:	SHEET NUMBER A-4

Site aerial for 1561 North U.S. Highway 1



ATTACHMENT 3

Applicant Information

Signage Plan

Sheet Index - Architecture

No.	Description	Sheet Issued Date
Architectural		
W000	SIGNAGE NOTES AND SYMBOLS LEGEND	10.15.25
W100	LOCATION PLAN - SITE PLAN - OVERALL	10.15.25
W101	EXTERIOR MESSAGE SCHEDULE	10.15.25
W102	LOCATION PLAN - FLOOR PLAN - 1ST LEVEL - OVERALL	10.15.25
W103	INTERIOR MESSAGE SCHEDULE	10.15.25
W104	INTERIOR MESSAGE SCHEDULE	10.15.25
W600	SIGNAGE ELEVATIONS	10.15.25
W601	SIGNAGE ELEVATIONS	10.15.25
W602	SIGNAGE ELEVATIONS	10.15.25
W603	SIGNAGE ELEVATIONS	10.15.25
W604	SIGNAGE ELEVATIONS	10.15.25
W605	SIGNAGE ELEVATIONS	10.15.25
W606	SIGNAGE ELEVATIONS	10.15.25
W607	SIGNAGE ELEVATIONS	10.15.25
W608	SIGNAGE ELEVATIONS	10.15.25
W609	SIGNAGE ELEVATIONS	10.15.25
W610	SIGNAGE ELEVATIONS	10.15.25
W611	SIGNAGE ELEVATIONS	10.15.25
W612	SIGNAGE ELEVATIONS	10.15.25

Typography

Arial Regular

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0

Braille

Logos

AdventHealth

AdventHealth

Arrows

Symbols

Women Men Accessible ISA Elevator Oxygen Do Not Enter Radiation Biohazard

Colors

Paint	Description
	Black - Pantone Black - CMYK 0 0 0 100 - RGB 0 0 0
	White - Pantone White - CMYK 0 0 0 0 - RGB 255 255 255
	AH Blue - Pantone - 7691 - CMYK 100 43 0 30- RGB - 0 98 192
	AH Light Blue - Pantone - 299 - CMYK 86 8 0 0 - RGB 0 163 224
	AH Dark Green - Pantone - 7720 - CMYK 89 0 45 60 - RGB 0 99 91
	AH Light Green - Pantone - 376 - CMYK 54 0 100 0 - RGB 132 189 0
	AH Grey - Pantone - 430 - CMYK 33 18 13 40 - RGB 124 135 142
	Dark Grey PMS - 423 - CMYK 33 18 13 60 - RGB 174 155 173
	SW7100 White Pine
	Horizontal Brushed Aluminum

General Notes

01. Written dimensions on drawings take precedence over scaled dimensions. Sign contractor shall verify and be responsible for all dimensions and conditions shown on drawings.
02. Sign contractor shall verify all existing conditions prior to shop drawings and bring any discrepancy between the drawing and the actual condition to the owner's attention prior to fabrication.
03. The sign contractor shall provide signed and sealed engineered drawings for all signs including structural and wind load requirements. All Electrical Components to be UL listed and labeled. Any wiring connections shall be included in the drawing package, signed, and sealed by a licensed PE registered in the state of Florida. Electrical engineered cut sheets shall be submitted with the shop drawings and stamped by an engineer registered locally.
04. All colors and finishes shall be approved by the owner prior to the production of sign units.
05. Sign contractor shall provide full size mock-ups of designated prototypes for owner approval before proceeding with sign fabrication and installation.
06. Paint / Color / Materials shown in drawings shall be continuous around edges and continuous faces. Utilize AkzoNobel® GripGard® Signage Paints. AkzoNobel 1845 Maxwell Drive, Troy, MI 48084AAZ-H909-8041 - grip-gard.com Or Equal.
07. Typefaces shall not be supplied to contractor. Contractor shall obtain the licensed edition for their own use.

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DATE	SUBMISSION	NO
10.17.25	PERMIT SET	

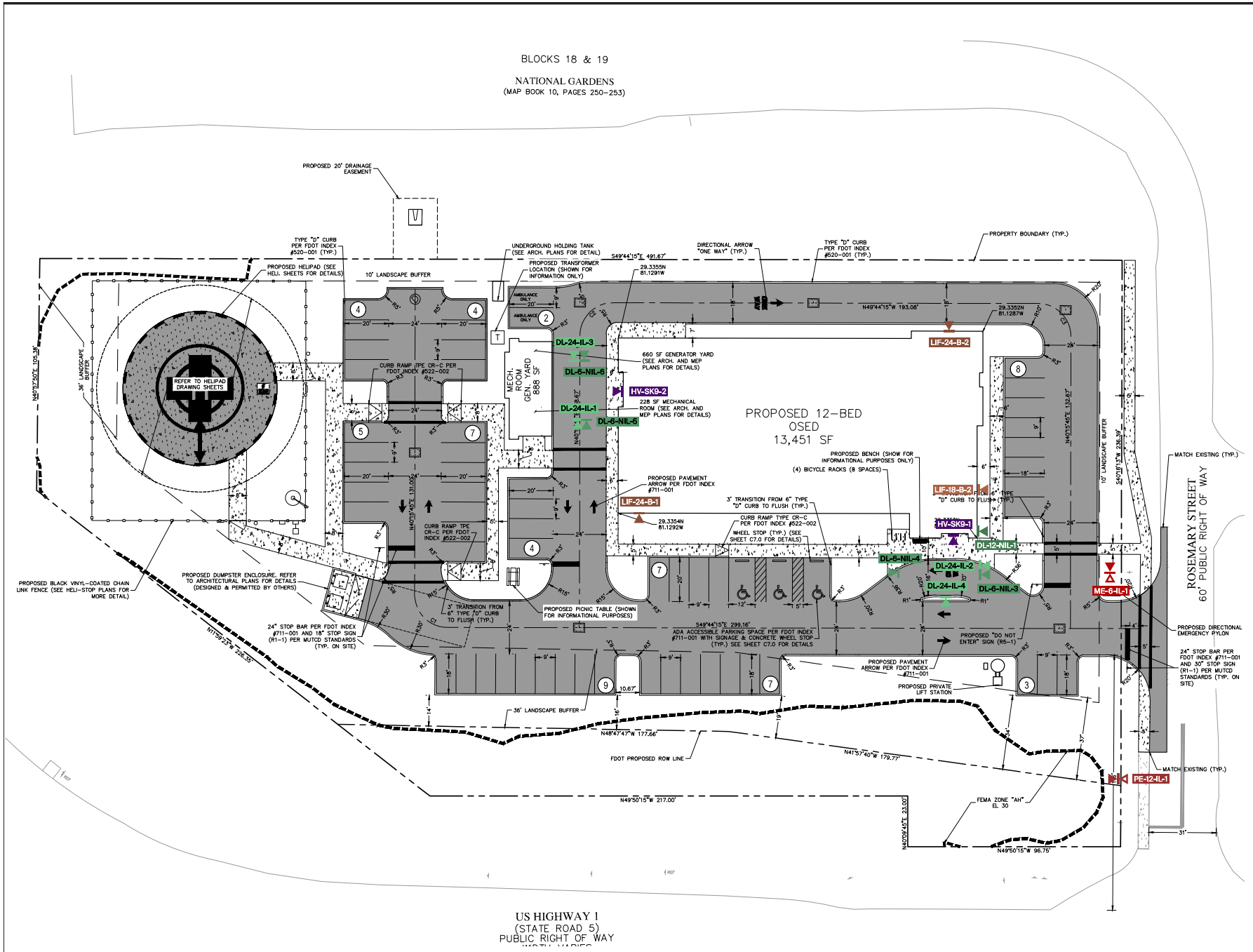
SIGNAGE NOTES AND SYMBOLS LEGEND

PROJ. NO. H-24103.00
DRAWN KF
SHEET W000

SIGNAGE

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A1 EXTERIOR LOCATION PLAN

1/16" = 1' 0"

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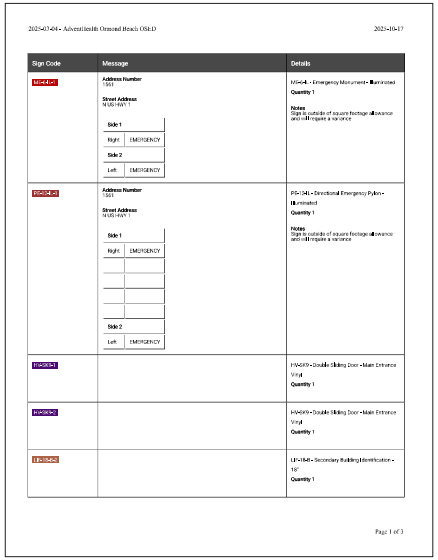
Hunton Brady
ARCHITECTS

DATE	SUBMISSION	NO
10.17.25	PERMIT SET	

LOCATION PLAN
SITE PLAN - OVERALL

PROJ. NO. H-24103.00 SHEET
DRAWN KF W100

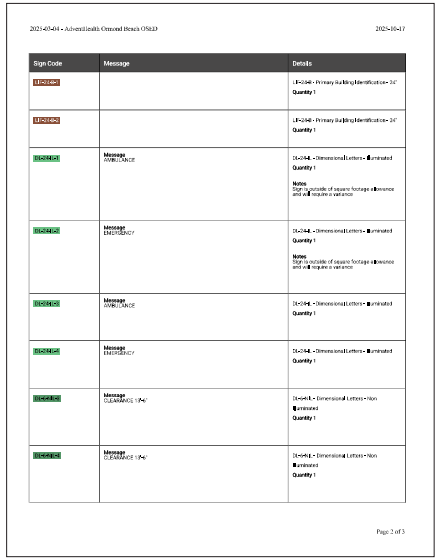
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2025-07-04 • AdventHealth Ormond Beach OSED 2025-10-17

Sign Code	Message	Details
M-I-4-E	**Address Number** 1001 **Street Address** N US HWY 1 Side 1: Right – EMERGENCY Side 2: Left – EMERGENCY **Notes** Sign is outside of square footage allowance and will require a variance	M-I-4-E - Emergency Monument - Illuminated **Quantity** 1
P-D-1-E	**Address Number** 1001 **Street Address** N US HWY 1 Side 1: Right – EMERGENCY Side 2: Left – EMERGENCY **Notes** Sign is outside of square footage allowance and will require a variance	P-D-1-E - Directional Emergency Pylon - Illuminated **Quantity** 1
H-W-S-R		H-W-S-R - Double Sliding Door - Main Entrance - Vinyl **Quantity** 1
H-W-S-R		H-W-S-R - Double Sliding Door - Main Entrance - Vinyl **Quantity** 1
L-I-1-E		L-I-1-E - Secondary Building Identification - 18" **Quantity** 1

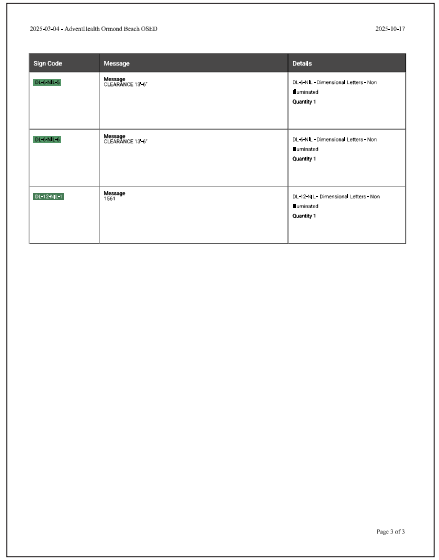
Page 1 of 3



2025-07-04 • AdventHealth Ormond Beach OSED 2025-10-17

Sign Code	Message	Details
L-I-1-E		L-I-1-E - Primary Building Identification - 24" **Quantity** 1
L-I-1-E		L-I-1-E - Primary Building Identification - 24" **Quantity** 1
D-L-2-E	**Message** AMBULANCE	D-L-2-E - Dimensional Letters - Illuminated **Quantity** 1 **Notes** Sign is outside of square footage allowance and will require a variance
D-L-2-E	**Message** EMERGENCY	D-L-2-E - Dimensional Letters - Illuminated **Quantity** 1 **Notes** Sign is outside of square footage allowance and will require a variance
D-L-2-E	**Message** AMBULANCE	D-L-2-E - Dimensional Letters - Illuminated **Quantity** 1
D-L-2-E	**Message** EMERGENCY	D-L-2-E - Dimensional Letters - Illuminated **Quantity** 1
D-L-4-E	**Message** CLEARANCE 13'-6"	D-L-4-E - Dimensional Letters - Non Illuminated **Quantity** 1
D-L-4-E	**Message** CLEARANCE 13'-6"	D-L-4-E - Dimensional Letters - Non Illuminated **Quantity** 1

Page 2 of 3



2025-07-04 • AdventHealth Ormond Beach OSED 2025-10-17

Sign Code	Message	Details
D-L-4-E	**Message** CLEARANCE 13'-6"	D-L-4-E - Dimensional Letters - Non Illuminated **Quantity** 1
D-L-4-E	**Message** CLEARANCE 13'-6"	D-L-4-E - Dimensional Letters - Non Illuminated **Quantity** 1
D-L-2-E	**Message** 1001	D-L-2-E - Dimensional Letters - Non Illuminated **Quantity** 1

Page 3 of 3

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DATE	SUBMISSION	NO
10.17.25	PERMIT SET	

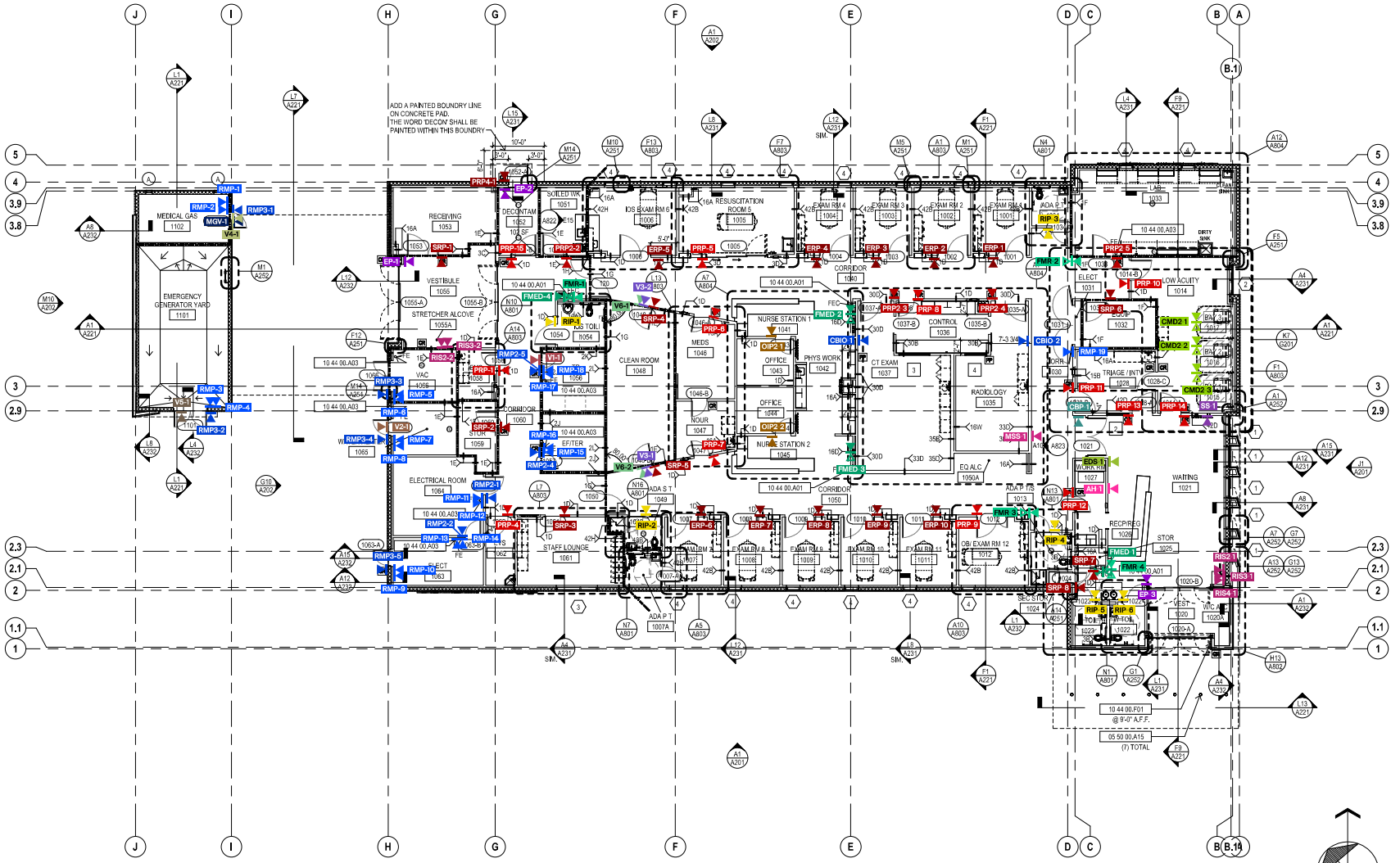
EXTERIOR MESSAGE SCHEDULE

PROJ. NO. H-24103.00
DRAWN KF
SHEET W101

SIGNAGE

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10.17.25	PERMIT SET	

LOCATION PLAN
FLOOR PLAN - 1ST LEVEL - OVERALL

PROJ. NO. H-24103.00 SHEET
DRAWN KF W102

A1 FLOOR PLAN - 1ST LEVEL - OVERALL
1/16" = 1'-0"

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2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
ERM-1	Message LAB	ERP - Primary Room Identification Quantity 1
ERM-2	Message RAD	ERP - Primary Room Identification Quantity 1
ERM-3	Message INJECTION EXAM ROOM Message 2 1	ERP - Primary Room Identification Quantity 1
ERM-4	Message INJECTION	ERP - Primary Room Identification Quantity 1
ERM-5	Message MOVEMENT	ERP - Primary Room Identification Quantity 1
ERM-6	Message CONTROL ROOM	ERP - Primary Room Identification Quantity 1
ERM-7	Message OB / GYN EXAM Message 2 12	ERP - Primary Room Identification Quantity 1
ERM-8	Message LOW ACUITY	ERP - Primary Room Identification Quantity 1

Page 1 of 14

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
ERM-9	Message TRIAGE	ERP - Primary Room Identification Quantity 1
ERM-10	Message AUTHORIZED PERSONNEL	ERP - Primary Room Identification Quantity 1
ERM-11	Message TRIAGE	ERP - Primary Room Identification Quantity 1
ERM-12	Message LOW ACUITY	ERP - Primary Room Identification Quantity 1
ERM-13	Message DECONTAMINATION	ERP - Primary Room Identification Quantity 1
ERP-1	Symbol WHS/LAND Message SOILED WORKROOM	PRP2 - Primary Room Identification w/ Symbol Quantity 1
ERP-2	Symbol INJECTION Message CT	PRP2 - Primary Room Identification w/ Symbol Quantity 1
ERP-3	Symbol INJECTION Message RADIOLOGY	PRP2 - Primary Room Identification w/ Symbol Quantity 1

Page 2 of 14

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
ERP-4	Symbol WHS/LAND Message LAB	PRP2 - Primary Room Identification w/ Symbol Quantity 1
ERP-5	Message DECONTAMINATION	PRP4 - Primary Room Identification - Exterior Grade Quantity 1
ERP-6	Message RECEIVING	SRP - Secondary Room Plaque Quantity 1
ERP-7	Message STORAGE	SRP - Secondary Room Plaque Quantity 1
ERP-8	Message STAFF LOUNGE	SRP - Secondary Room Plaque Quantity 1
ERP-9	Message CLEAN SUPPLY	SRP - Secondary Room Plaque Quantity 1
ERP-10	Message CLEAN SUPPLY	SRP - Secondary Room Plaque Quantity 1
ERP-11	Message EQUIPMENT	SRP - Secondary Room Plaque Quantity 1

Page 3 of 14

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
ERP-12	Message STORAGE	SRP - Secondary Room Plaque Quantity 1
ERP-13	Message STORAGE	SRP - Secondary Room Plaque Quantity 1
ERP-14	Message EXAM Message 2 1	ERP - Exam Room Identification Plaque Quantity 1
ERP-15	Message EXAM Message 2 2	ERP - Exam Room Identification Plaque Quantity 1
ERP-16	Message EXAM Message 2 3	ERP - Exam Room Identification Plaque Quantity 1
ERP-17	Message EXAM Message 2 4	ERP - Exam Room Identification Plaque Quantity 1
ERP-18	Message KIOSK/EXAM Message 2 5	ERP - Exam Room Identification Plaque Quantity 1

Page 4 of 14

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
ERP-19	Message BOI EXAM Message 2 7	ERP - Exam Room Identification Plaque Quantity 1
ERP-20	Message EXAM Message 2 8	ERP - Exam Room Identification Plaque Quantity 1
ERP-21	Message EXAM Message 2 9	ERP - Exam Room Identification Plaque Quantity 1
ERP-22	Message EXAM Message 2 10	ERP - Exam Room Identification Plaque Quantity 1
ERP-23	Message EXAM Message 2 11	ERP - Exam Room Identification Plaque Quantity 1
CBP-1		CBP - Call Button Plaque Quantity 1
OIP-1	Message OFFICE	OIP2 - Office Identification w/o Insert Quantity 1
OIP-2	Message OFFICE	OIP2 - Office Identification w/o Insert Quantity 1

Page 5 of 14

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
RRP-1	Symbol M/W Message BOI PATIENT RESTROOM	RIP - Restroom ID Plaque Quantity 1
RIP-2	Symbol M/W/BOA Message STAFF RESTROOM	RIP - Restroom ID Plaque Quantity 1
RIP-3	Symbol M/W/BOA Message PATIENT RESTROOM	RIP - Restroom ID Plaque Quantity 1
RIP-4	Symbol M/W/BOA Message PATIENT RESTROOM	RIP - Restroom ID Plaque Quantity 1
RIP-5	Symbol M/BOA Message MEN	RIP - Restroom ID Plaque Quantity 1
RIP-6	Symbol M/BOA Message WOMEN	RIP - Restroom ID Plaque Quantity 1
CMDI-01	Side 1 15 Side 2 15	CMDI - Ceiling Mount Bed Identification Quantity 1

Page 6 of 14

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
CMDI-02	Side 1 14 Side 2 14	CMDI - Ceiling Mount Bed Identification Quantity 1
CMDI-03	Side 1 13 Side 2 13	CMDI - Ceiling Mount Bed Identification Quantity 1
FMR-1	Side 1 M/W/BOA Side 2 M/W/BOA	FMR - Flag Mounted Restroom ID Quantity 1
FMR-2	Side 1 M/W/BOA Side 2 M/W/BOA	FMR - Flag Mounted Restroom ID Quantity 1
FMR-3	Side 1 M/W/BOA Side 2 M/W/BOA	FMR - Flag Mounted Restroom ID Quantity 1
FMR-4	Side 1 M/W/BOA Side 2 M/W/BOA	FMR - Flag Mounted Restroom ID Quantity 1

Page 7 of 14

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
FMED-1	Symbol EXTINGUISHER Message Fire Extinguisher	FMED - Flag Mounted Emergency Identification Quantity 1
FMED-2	Symbol EXTINGUISHER Message Fire Extinguisher	FMED - Flag Mounted Emergency Identification Quantity 1
FMED-3	Symbol EXTINGUISHER Message Fire Extinguisher	FMED - Flag Mounted Emergency Identification Quantity 1
FMED-4	Symbol EXTINGUISHER Message Fire Extinguisher	FMED - Flag Mounted Emergency Identification Quantity 1
RMP-1	Message IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque Quantity 1
RMP-2	Message NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque Quantity 1
RMP-3	Message NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque Quantity 1

Page 8 of 14

AdventHealth
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10.17.25	PERMIT SET	

INTERIOR MESSAGE SCHEDULE

PROJ. NO. H-24103.00 SHEET
DRAWN KF W103

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Sign Code	Message	Details
RMP4	**Message** IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque **Quantity** 1

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
RMP4	**Message** NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** NO SMOKING, EATING, OR DRINKING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Message** IN CASE OF EMERGENCY, PLEASE FOLLOW EXIT SIGNS AND EXIT THE BUILDING	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP4	**Symbol** RESTRICTED **Message** ELEC	RMP - Regulatory/Warning Plaque **Quantity** 1
RMP2H	**Symbol** RESTRICTED **Message** ELEC	RMP2 - Regulatory/Warning Plaque w/ Symbol **Quantity** 1

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
RMP2H	**Symbol** RESTRICTED **Message** ELEC	RMP2 - Regulatory/Warning Plaque w/ Symbol **Quantity** 1
RMP2H	**Symbol** RESTRICTED **Message** IV	RMP2 - Regulatory/Warning Plaque w/ Symbol **Quantity** 1
RMP2H	**Symbol** RESTRICTED **Message** IV	RMP2 - Regulatory/Warning Plaque w/ Symbol **Quantity** 1
RBH	**Message Area** IF YOU ARE PREGNANT OR THINK YOU ARE PREGNANT NOTIFY THE TECHNICIAN	OBD - Caution Biohazard/Belay Plaque **Quantity** 1
RBH	**Message Area** IF YOU ARE PREGNANT OR THINK YOU ARE PREGNANT NOTIFY THE TECHNICIAN	OBD - Caution Biohazard/Belay Plaque **Quantity** 1
RMP2H	**Symbol** RESTRICTED **Message** MEDICAL GAS	RMP2 - Regulatory/Warning Plaque w/ Symbol • Exterior Grade **Quantity** 1
RMP2H	**Symbol** RESTRICTED **Message** EMERGENCY GENERATOR	RMP2 - Regulatory/Warning Plaque w/ Symbol • Exterior Grade **Quantity** 1

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
RMP2H	**Symbol** RESTRICTED **Message** VACUUM PUMP	RMP2 - Regulatory/Warning Plaque w/ Symbol • Exterior Grade **Quantity** 1
RMP2H	**Symbol** RESTRICTED **Message** WITH MRI	RMP2 - Regulatory/Warning Plaque w/ Symbol • Exterior Grade **Quantity** 1
RMP2H	**Symbol** RESTRICTED **Message** ELEC	RMP2 - Regulatory/Warning Plaque w/ Symbol • Exterior Grade **Quantity** 1
MGV		MGV - Medical Gas Vinyl **Quantity** 1
EP	**Message** EXIT	EP - Exit Plaque **Quantity** 1
EP	**Message** EXIT	EP - Exit Plaque **Quantity** 1
EP	**Message** EXIT	EP - Exit Plaque **Quantity** 1
AH		AH - AdventHealth Logo **Quantity** 1

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
MSS		MSS - Mission Statement **Quantity** 1
RIB		RIB - Regulation Insert - Large **Quantity** 5
RIB		RIB - Regulation Insert - Large **Quantity** 2
RIB		RIB - Regulation Insert - Small **Quantity** 1
VS		VS - Danger Diesel Fuel **Quantity** 1
RIB		RIB - Regulation Insert - Medium **Quantity** 10
RIB		RIB - Regulation Insert - Medium **Quantity** 2
V4		V4 - Medical Gases Vinyl Diamond **Quantity** 1
EDS		EDS - Emergency Department Sign **Quantity** 1
V2		V2 - Fire Riser Room Vinyl **Quantity** 1
V1		V1 - YACP Vinyl **Quantity** 1

2025-07-04 - AdventHealth Ormond Beach OSED 2025-05-19

Sign Code	Message	Details
V3		V3 - Oxygen Gas Vinyl Diamond **Quantity** 1
V3		V3 - Oxygen Gas Vinyl Diamond **Quantity** 1
VX		VX - Caution Oxidizing Gases **Quantity** 1
VX		VX - Caution Oxidizing Gases **Quantity** 1
SS		SS - Scripture Sign **Quantity** 1

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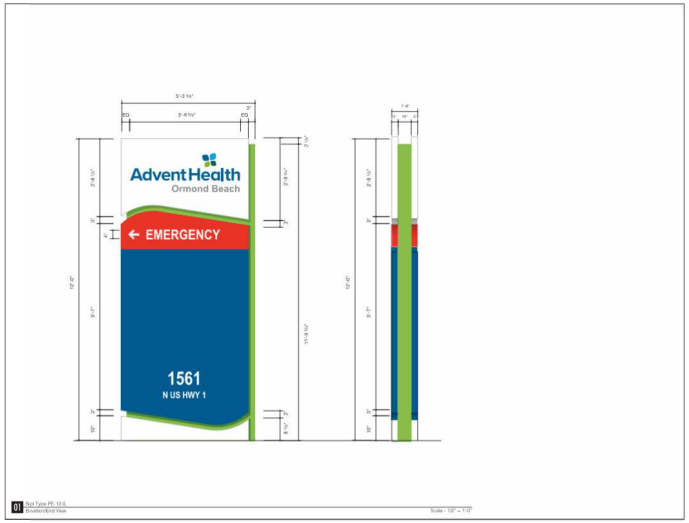
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INTERIOR MESSAGE SCHEDULE

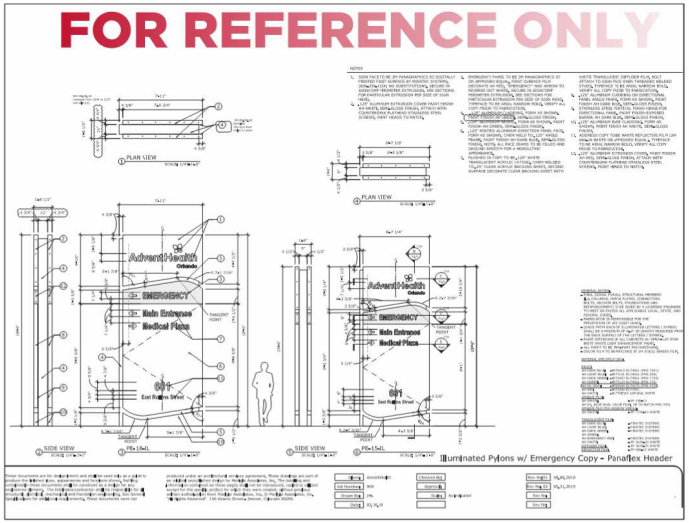
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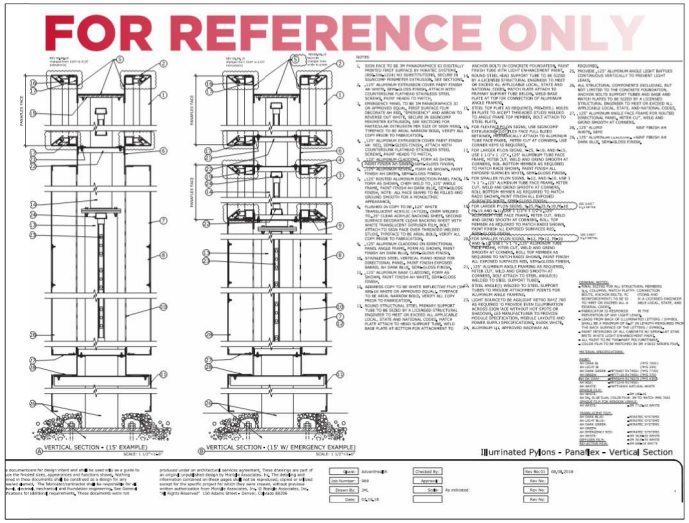


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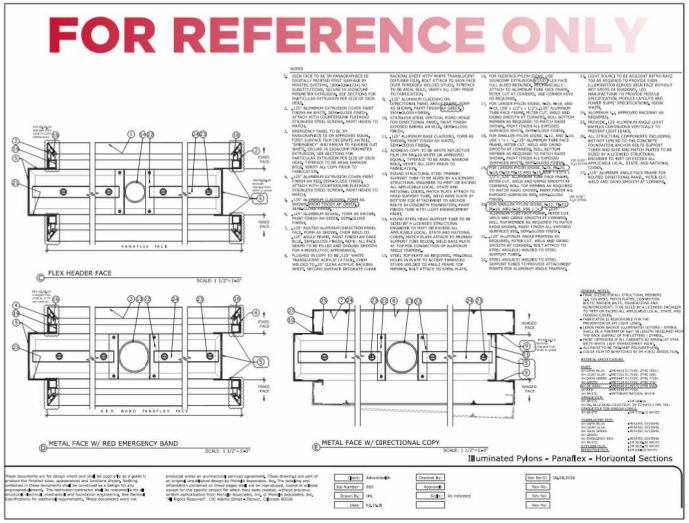
Illuminated Pylons w/ Emergency Copy - Panaflex Header

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Illuminated Pylons - Panaflex - Vertical Section

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Illuminated Pylons - Panaflex - Horizontal Sections

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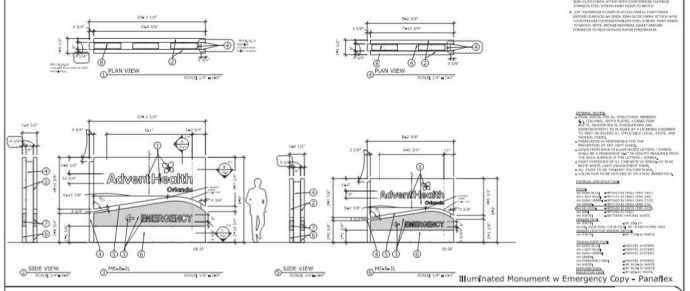
Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type ME-6-L
Location / Exit View

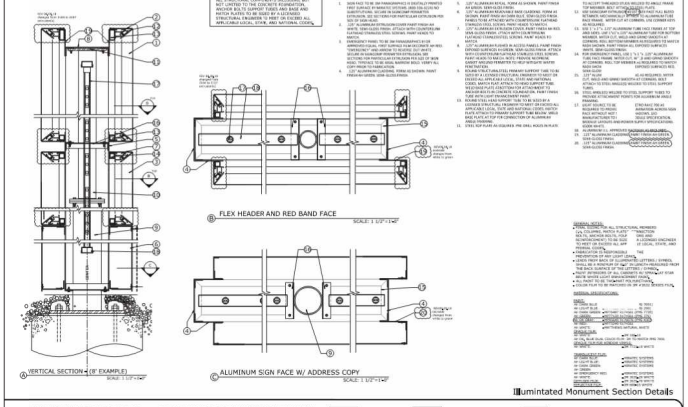
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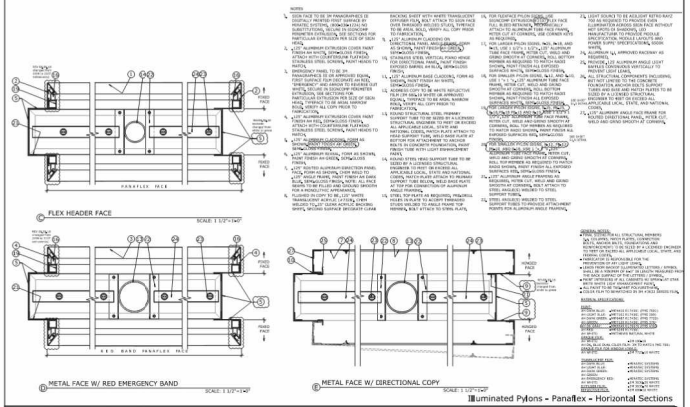
Illuminated Monument w Emergency Copy - Panaflex

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Illuminated Monument Section Details

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Illuminated Pylons - Panaflex - Horizontal Sections

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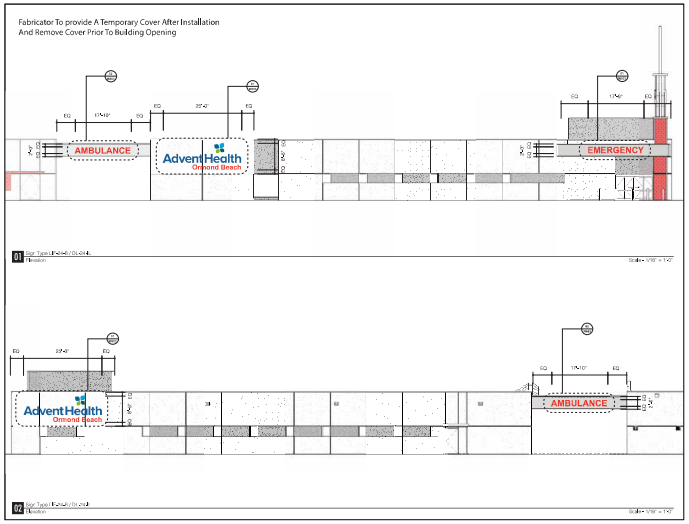
SIGNAGE

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SHEET
W601

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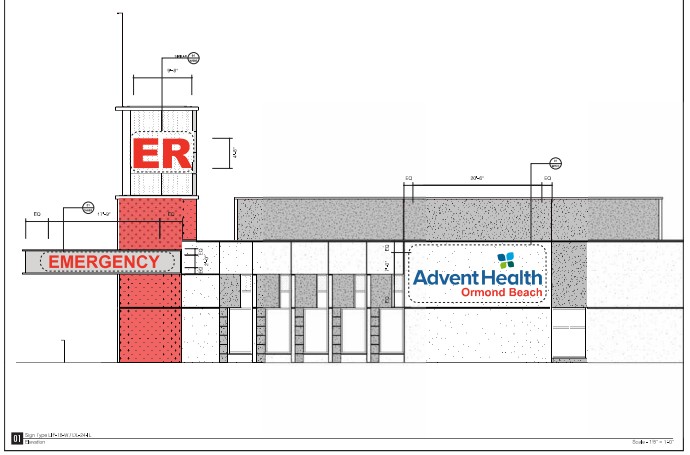
Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type LE-24-E / 01-24-E
Elevation
Scale - 1/16" = 1'-0"

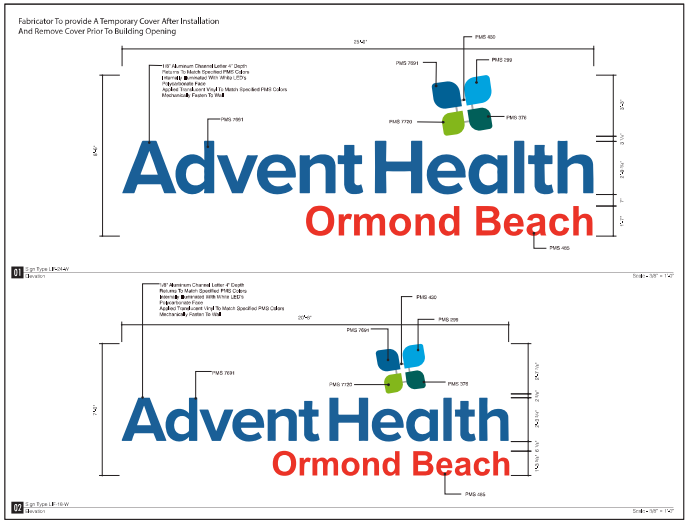
02 Sign Type LE-24-E / 01-24-E
Elevation
Scale - 1/16" = 1'-0"

Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type LE-24-W / 01-24-E
Elevation
Scale - 1/16" = 1'-0"

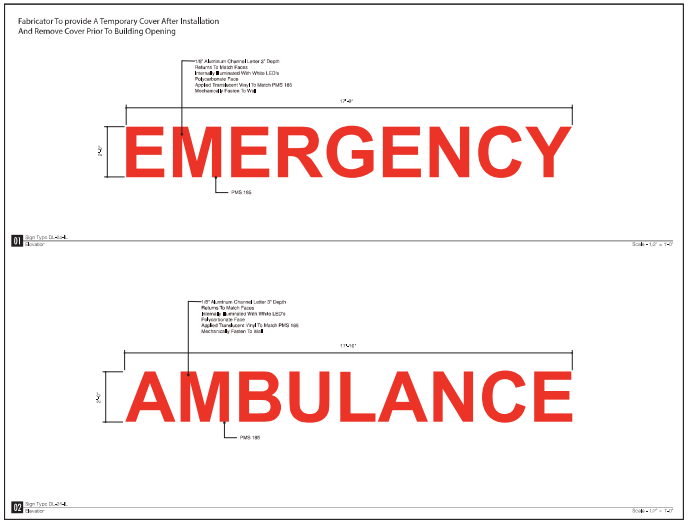
Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type LE-24-W
Elevation
Scale - 3/8" = 1'-0"

02 Sign Type LE-16-W
Elevation
Scale - 3/8" = 1'-0"

Fabricator To provide A Temporary Cover After Installation
And Remove Cover Prior To Building Opening



01 Sign Type DI-4-24
Elevation
Scale - 1/2" = 1'-0"

02 Sign Type DI-4-24
Elevation
Scale - 1/2" = 1'-0"

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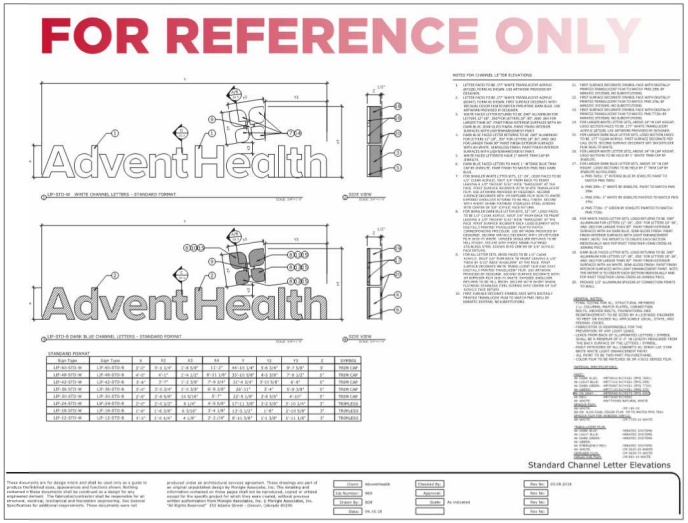
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NTS

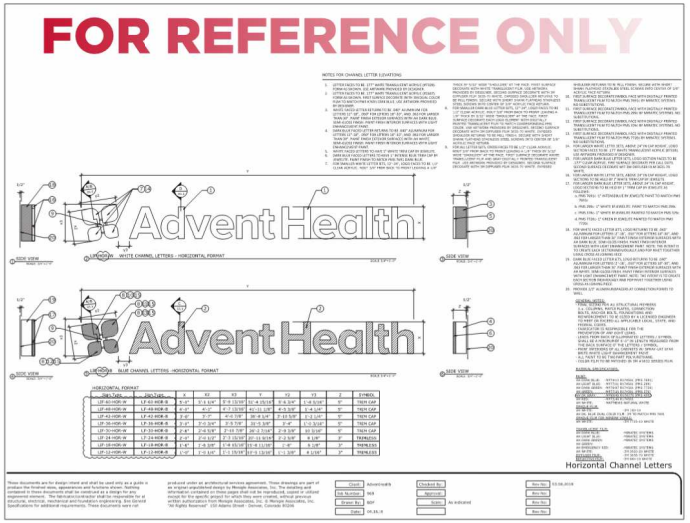
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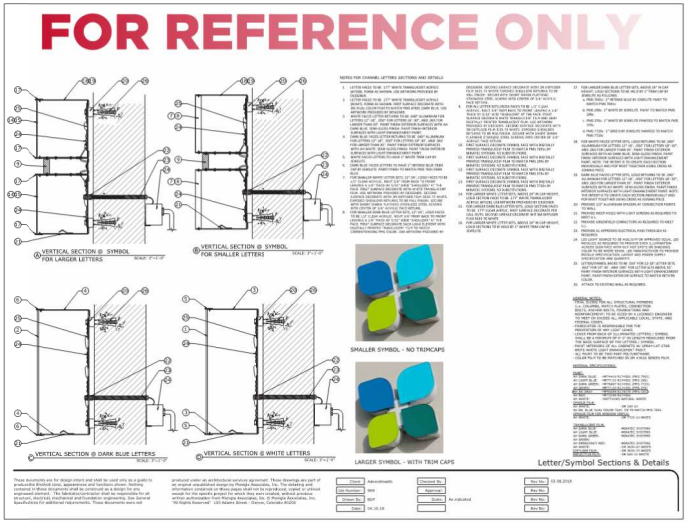
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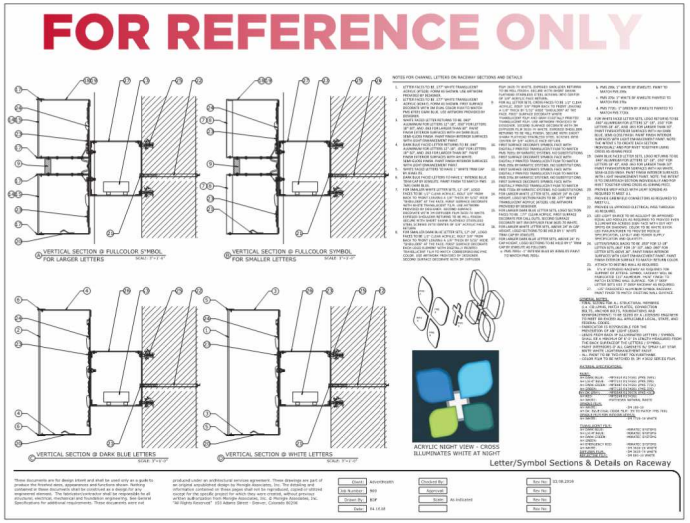
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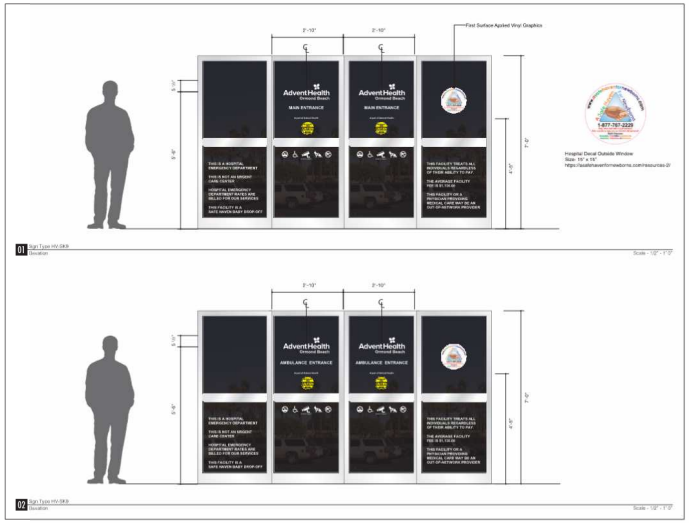
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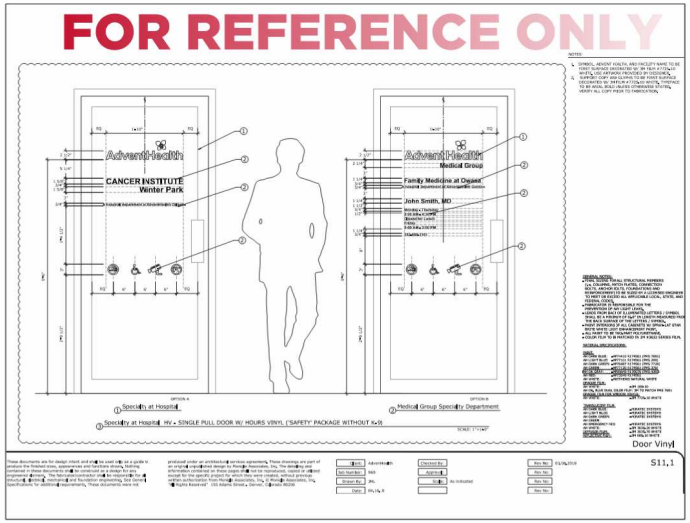
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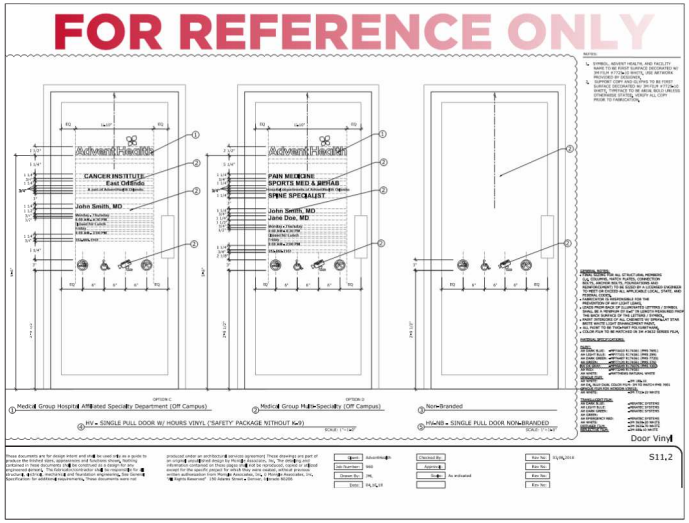
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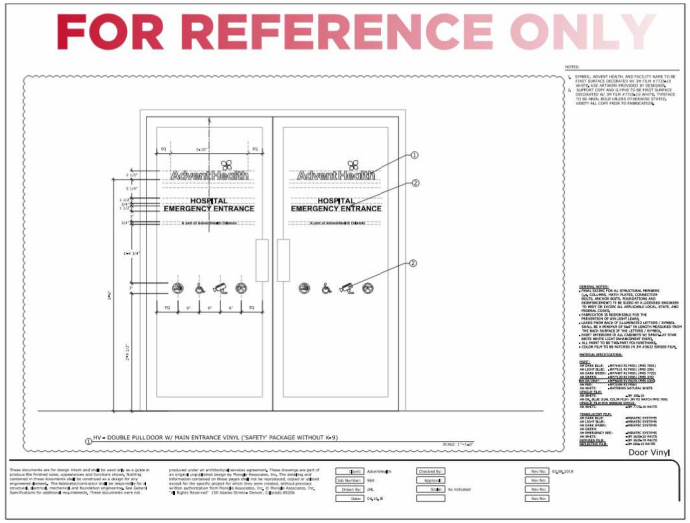
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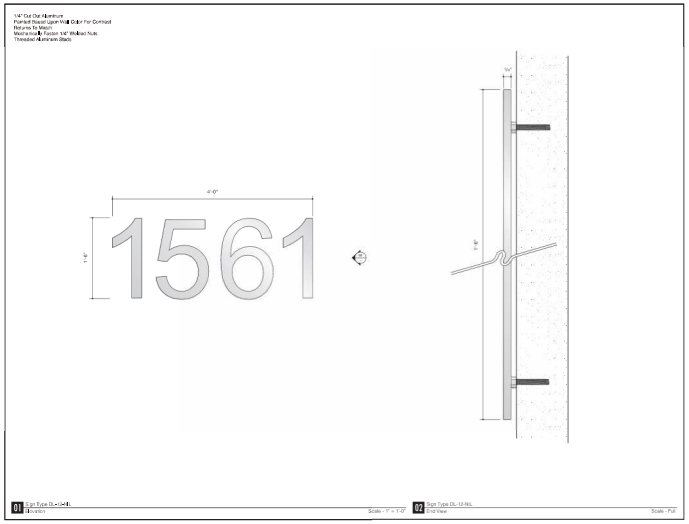
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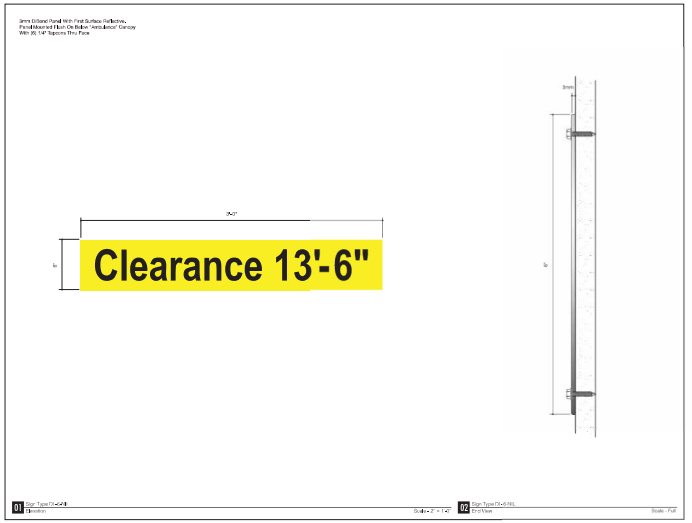
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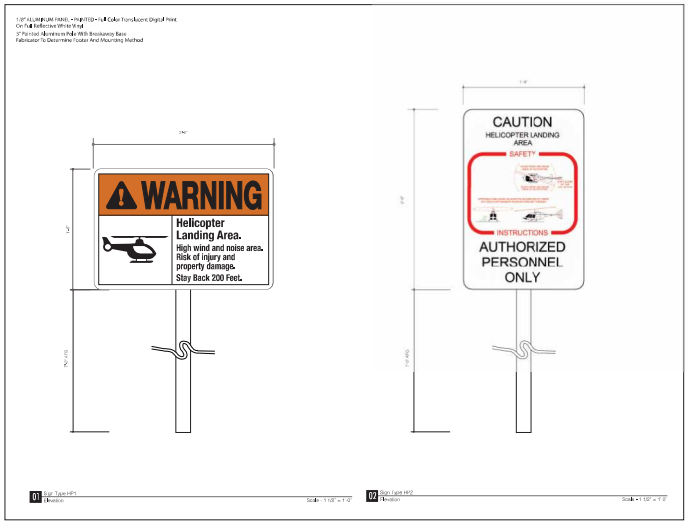
SHEET
W604

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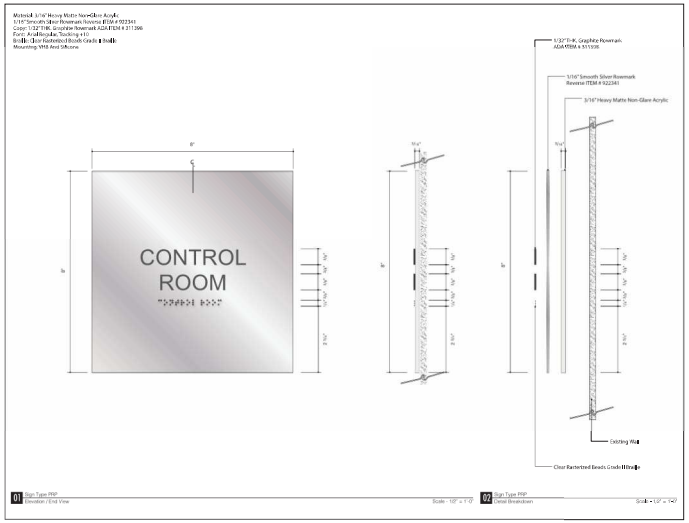
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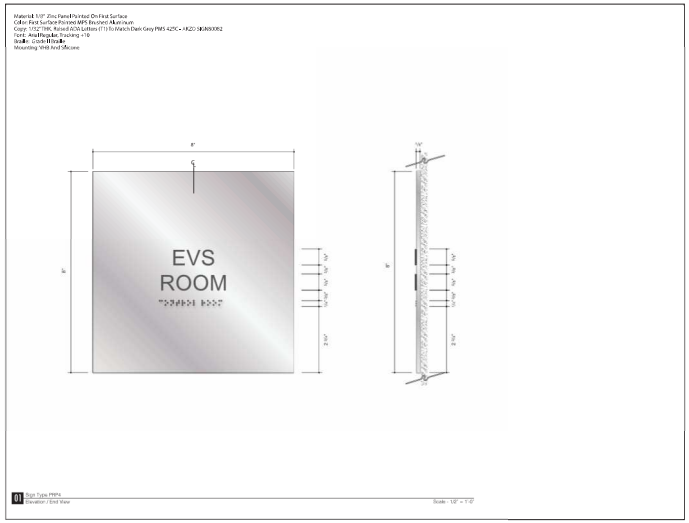
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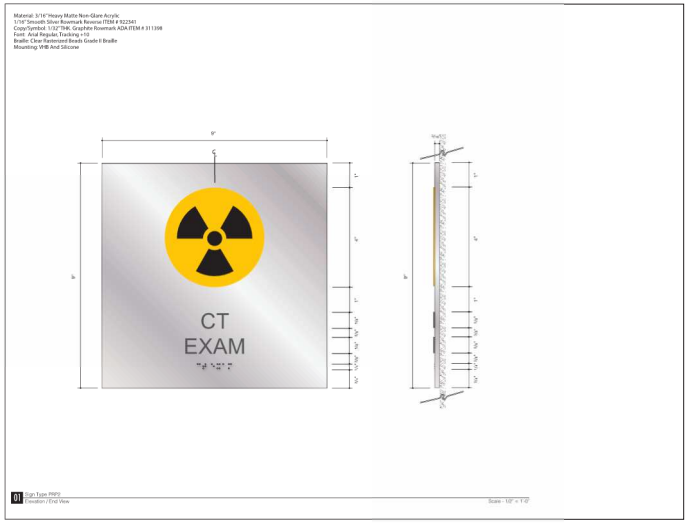
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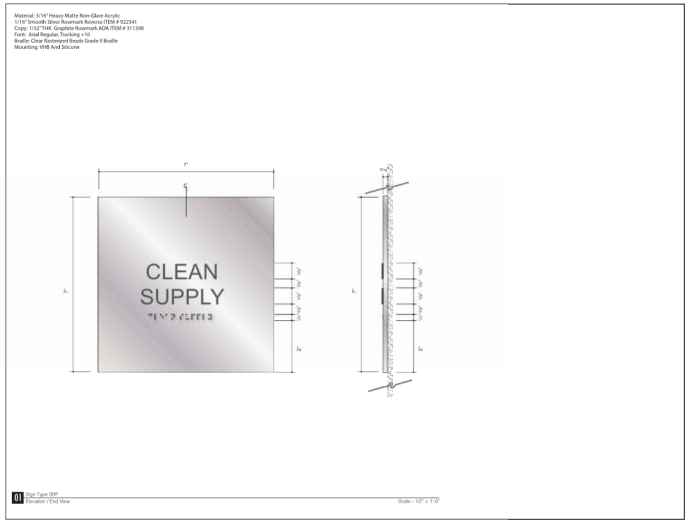
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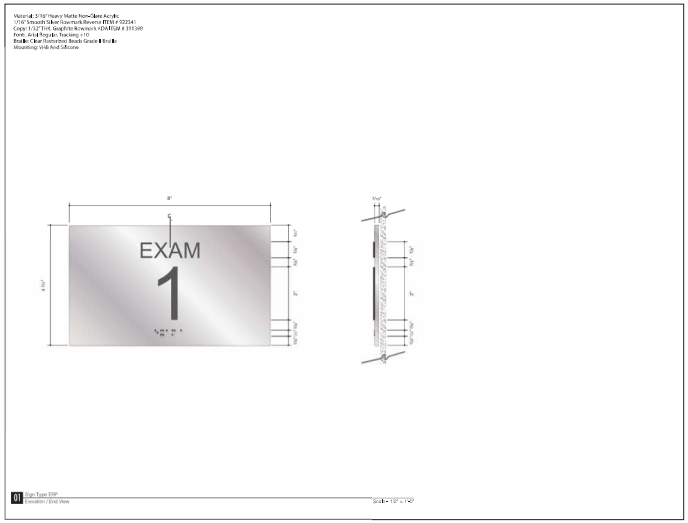
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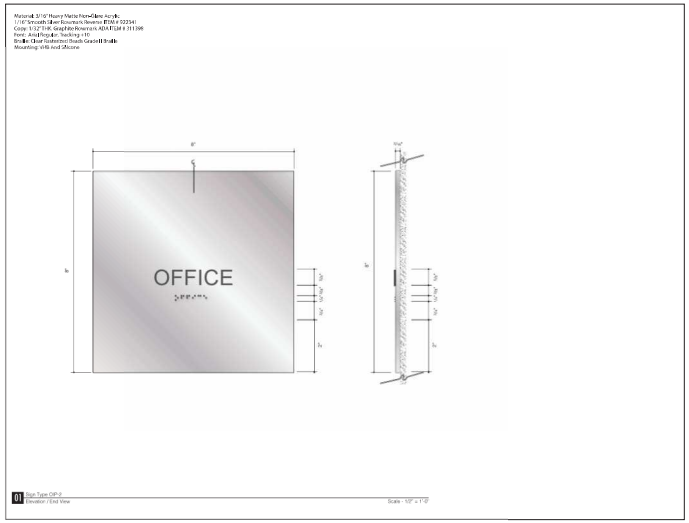
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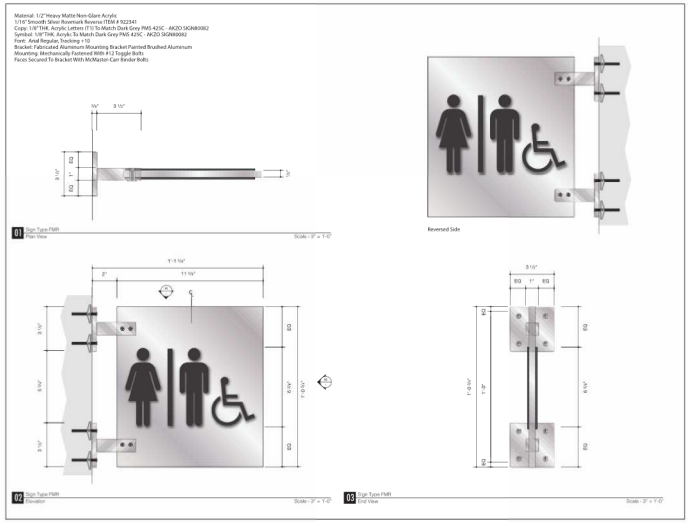
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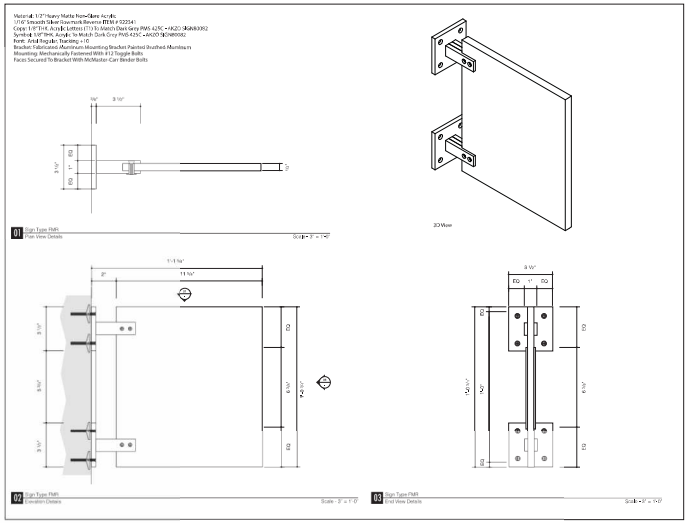
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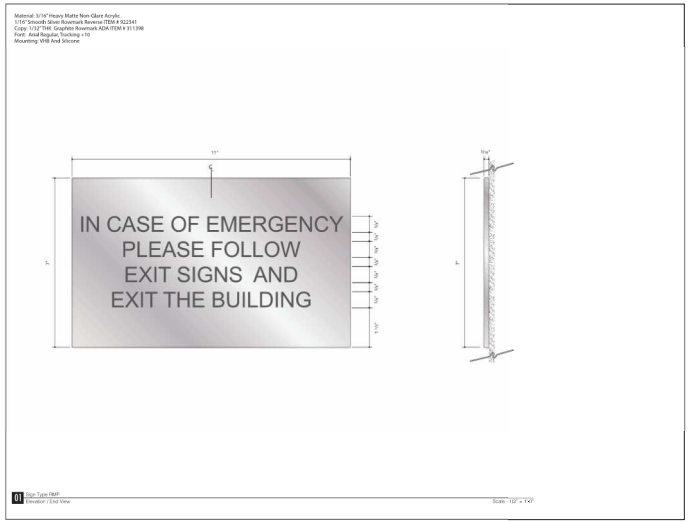
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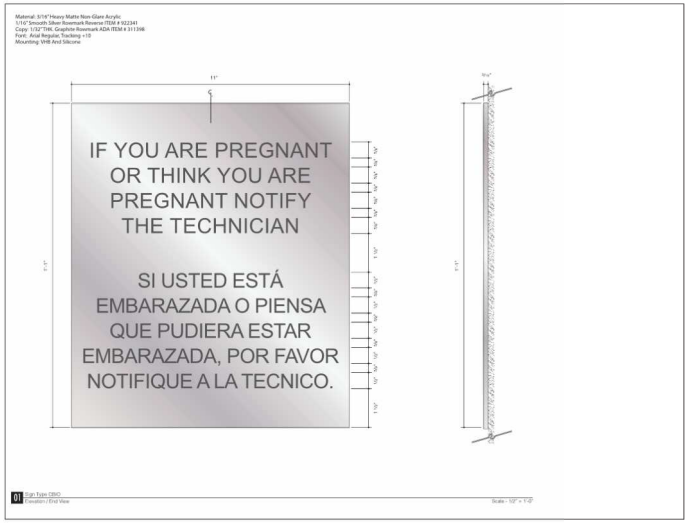
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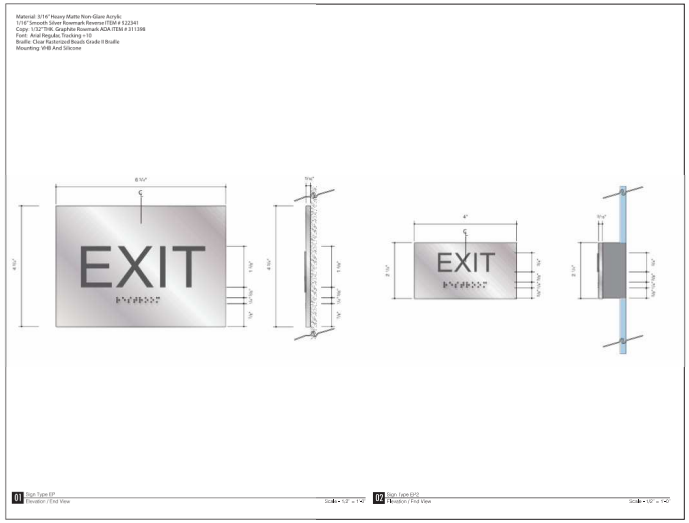
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SIGNAGE

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ORMOND BEACH
12 BED OSED

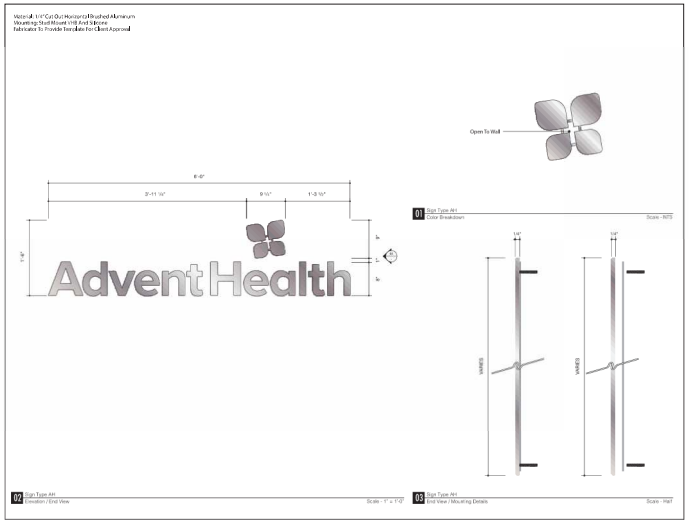
Hunton Brady
ARCHITECTS

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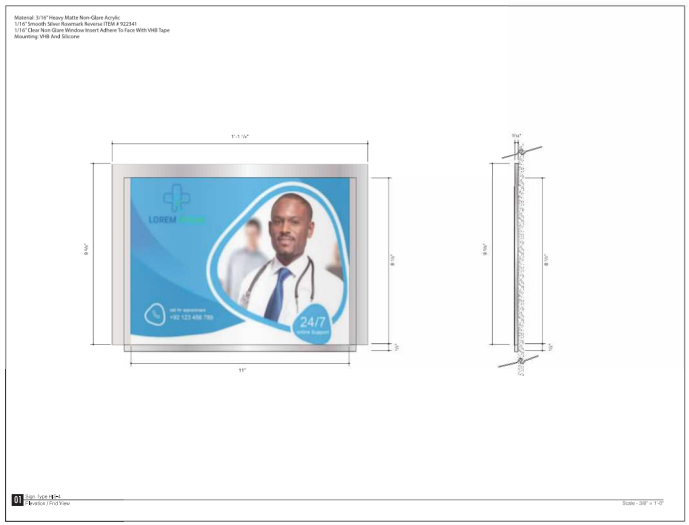
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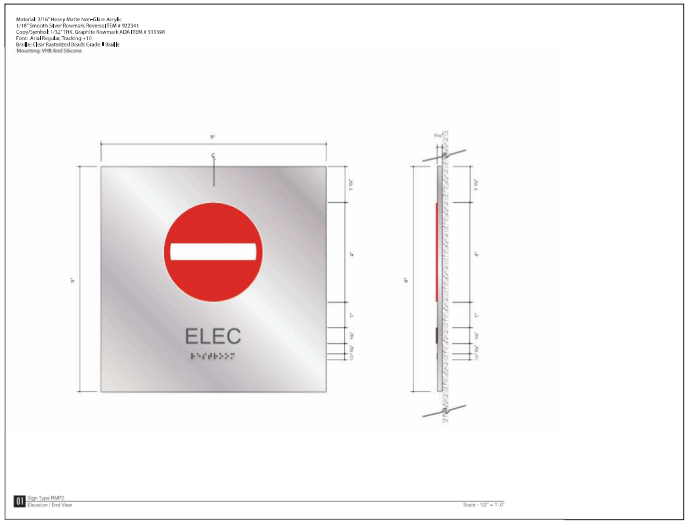
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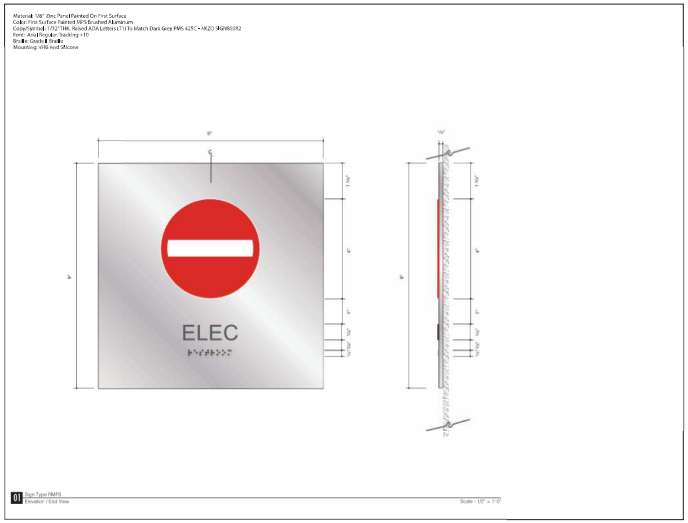
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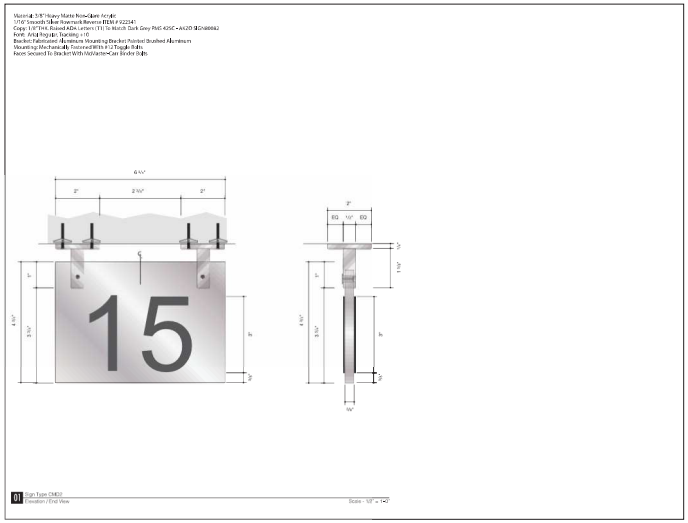
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SHEET
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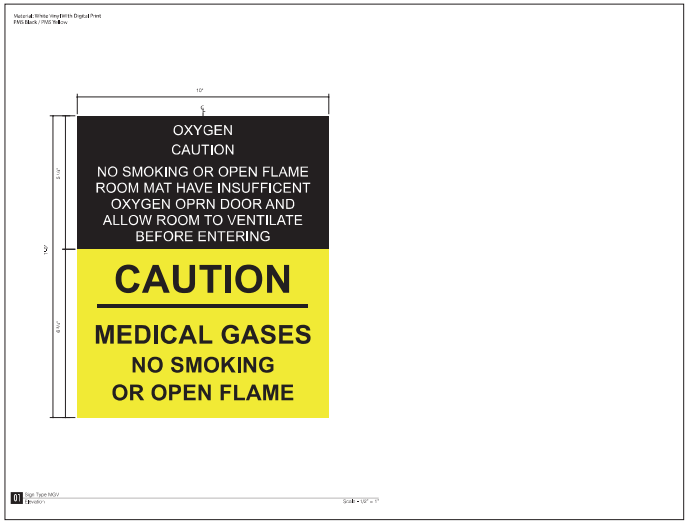
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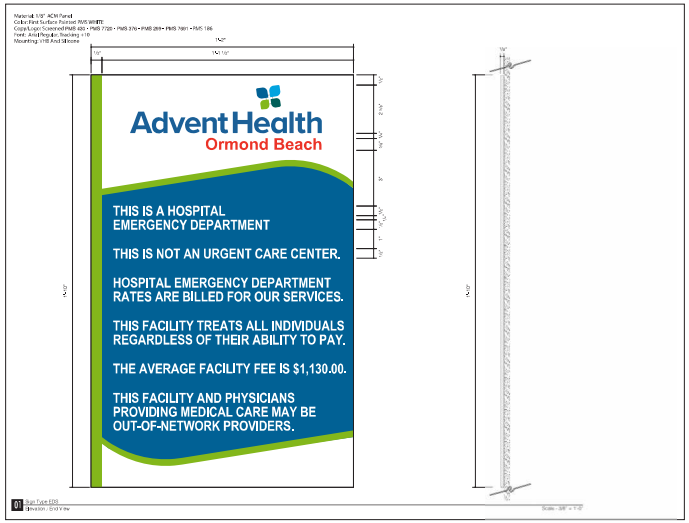
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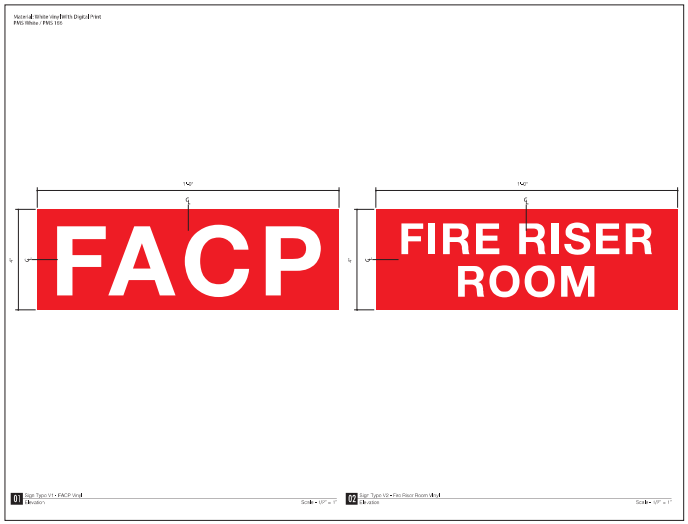
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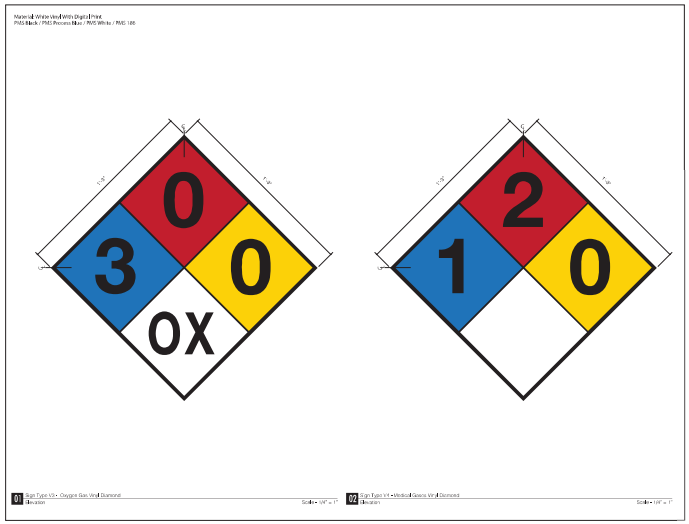
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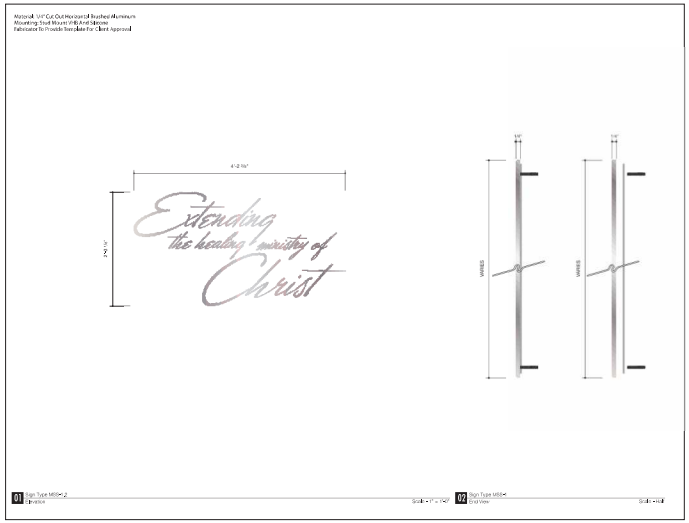
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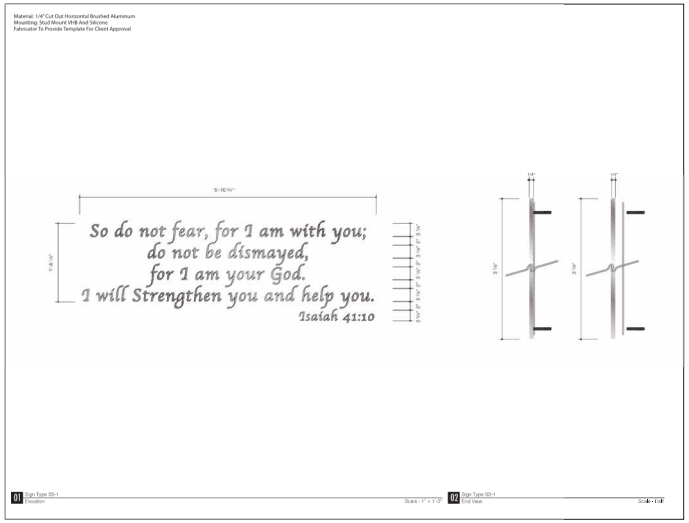
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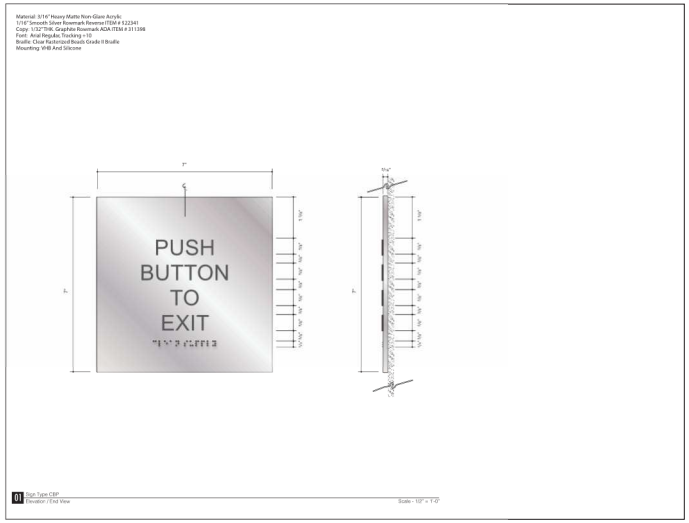
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SHEET
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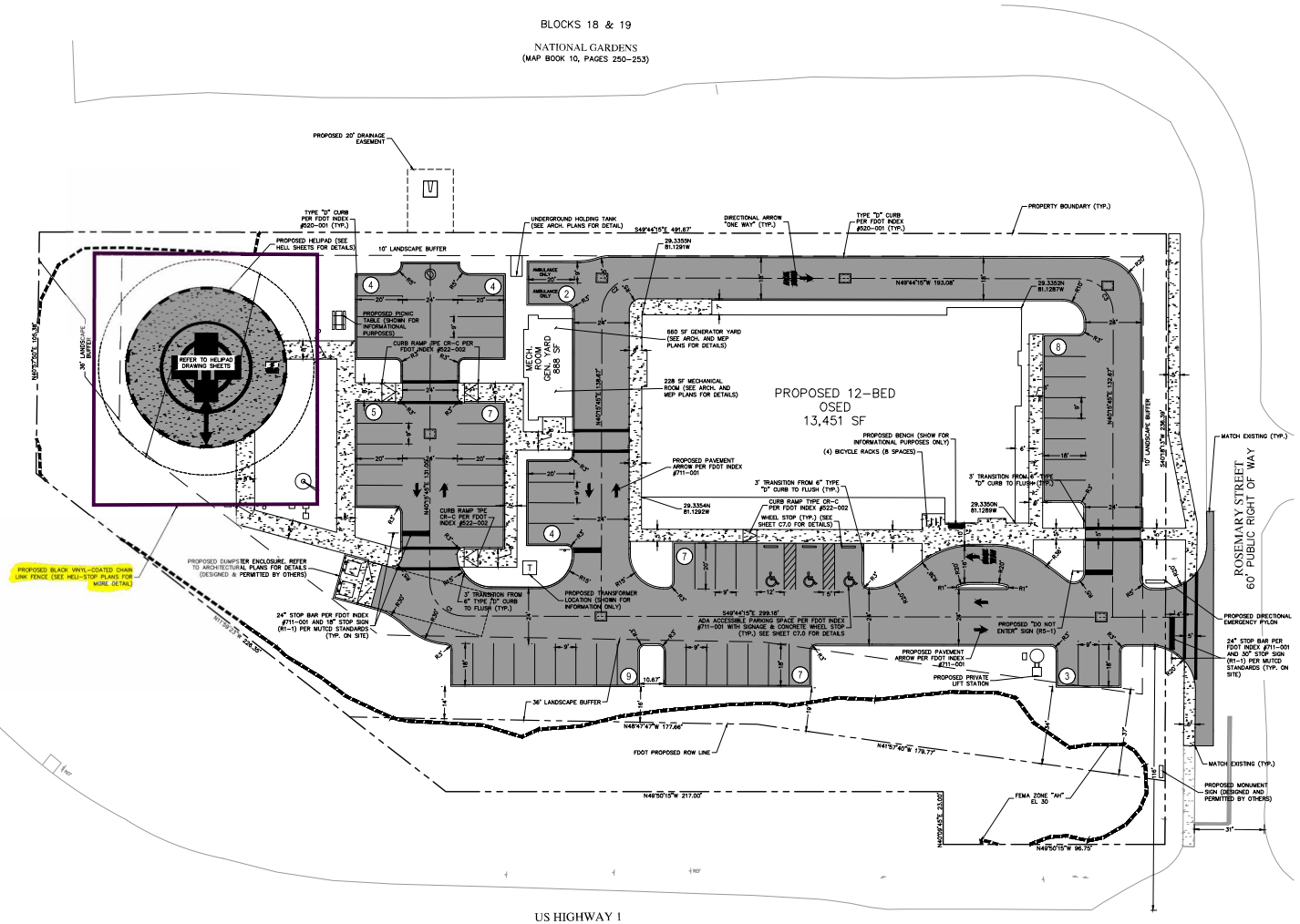
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ATTACHMENT 4

Applicant Information

Heliport Chain Link Fencing



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

OVERALL SITE DATA

SITE ACREAGE CALCULATION:
GROSS SITE AREA: 2.47 ACRES
MAX. FAR: 0.60
PROPOSED FAR: 0.13

PROPOSED INTERIOR BUILDING AREA:
EMERGENCY DEPARTMENT FLOOR AREA: 13,451 SF
MECHANICAL ROOM FLOOR AREA: 888 SF
TOTAL FLOOR AREA: 14,339 SF

MAX. BUILDING HEIGHT: 75 FEET
PROPOSED BUILDING HEIGHT: 29 FEET

FUTURE LAND USE/ZONING: LOW INTENSITY COMMERCIAL (LIC)

PROPOSED USE: EMERGENCY DEPARTMENT

ADJACENT FUTURE LAND USE/ZONING:
NORTH: LOW INTENSITY COMMERCIAL (LIC)
EAST: LOW INTENSITY COMMERCIAL (LIC)
SOUTH: LOW INTENSITY COMMERCIAL (LIC)
WEST: LOW INTENSITY COMMERCIAL (LIC)

EXISTING USE: VACANT
PROPOSED USE: 12-BED OFF-SITE EMERGENCY DEPARTMENT

BUILDING SETBACKS	REQUIRED	PROVIDED
NORTH:	20 FEET	36 FEET
EAST:	20 FEET	63 FEET
SOUTH:	20 FEET	66 FEET
WEST:	20 FEET	36 FEET

LANDSCAPE BUFFERS:	REQUIRED:	PROVIDED:
NORTH:	10 FEET	10 FEET
EAST:	10 FEET	10 FEET
SOUTH:	36 FEET	MIN 14 FEET (36 FEET AVG)
WEST:	60 FEET	6.39 FEET

IMPERVIOUS COVERAGE:
TOTAL MAX. IMPERVIOUS COVERAGE (75%) = 2.47 AC X 0.75 = 1.85 AC
PROPOSED IMPERVIOUS AREA:
BUILDING AREA = 0.33 AC
PAVEMENT AREA = 0.82 AC
CONCRETE SIDEWALK AREA = 0.11 AC
TOTAL PROPOSED IMPERVIOUS AREA: 1.26 AC (51.01%)
TOTAL PROPOSED PERVIOUS AREA: 1.24 AC (48.99%)

REQUIRED PARKING SPACES:
FOR MEDICAL OFFICE/CLINIC:
1 PARKING SPACE FOR EACH 2 BEDS, PLUS 1 SPACE FOR EACH STAFF DOCTOR, PLUS 1 PARKING SPACE FOR EACH 2 EMPLOYEES ON THE LARGEST SHIFT
TOTAL REQUIRED SPACES: 24 SPACES

PROPOSED PARKING SPACES:
PROPOSED STANDARD SPACES: 55 SPACES
PROPOSED HANDICAP SPACES: 3 SPACES
PROPOSED EMERGENCY VEHICLE SPACES: 2 SPACES
TOTAL PROPOSED SPACES: 60 SPACES

REQUIRED BICYCLE PARKING:
0.1 SPACE/REQUIRED PARKING SPACE 7 SPACES
TOTAL PROPOSED BICYCLE SPACES: 8 SPACES

GENERAL NOTES:
1. ALL RADII ARE TO BE 3' UNLESS OTHERWISE NOTED.
2. ALL MEASUREMENTS TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AT PAVEMENT AND LEVEL. ALL FINISH COURSE AS NECESSARY TO MAINTAIN UNIFORM ROADWAY CROWN AND TRAVEL LANES.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	15.00'	23.56'	S4°44'15"E	21.21'	90°00'00"	15.00'
C2	15.00'	23.56'	S85°15'45"W	21.21'	90°00'00"	15.00'
C3	15.00'	23.56'	N4°44'15"W	21.21'	90°00'00"	15.00'

LEGEND
- PROPERTY BOUNDARY
- LANDSCAPE BUFFER
- PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.0)
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.0)
- (X) PROPOSED PARKING COUNT

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

Kimley»Horn
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1530 CORNERSTONE BLVD, SUITE 200A, DAYTONA BEACH, FL
PHONE: (386) 271-0282
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JARROD C. STUBBS LICENSE No. 89387 STATE OF FLORIDA PROFESSIONAL ENGINEER
JARROD C. STUBBS, P.E.
FL LICENSE NO. 89387
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JARROD C. STUBBS, P.E. ON 10/14/2025

AdventHealth Orlando
ORMOND BEACH OSED

Hunton Brady ARCHITECTS

DATE	SUBMISSION	NO

SITE PLAN

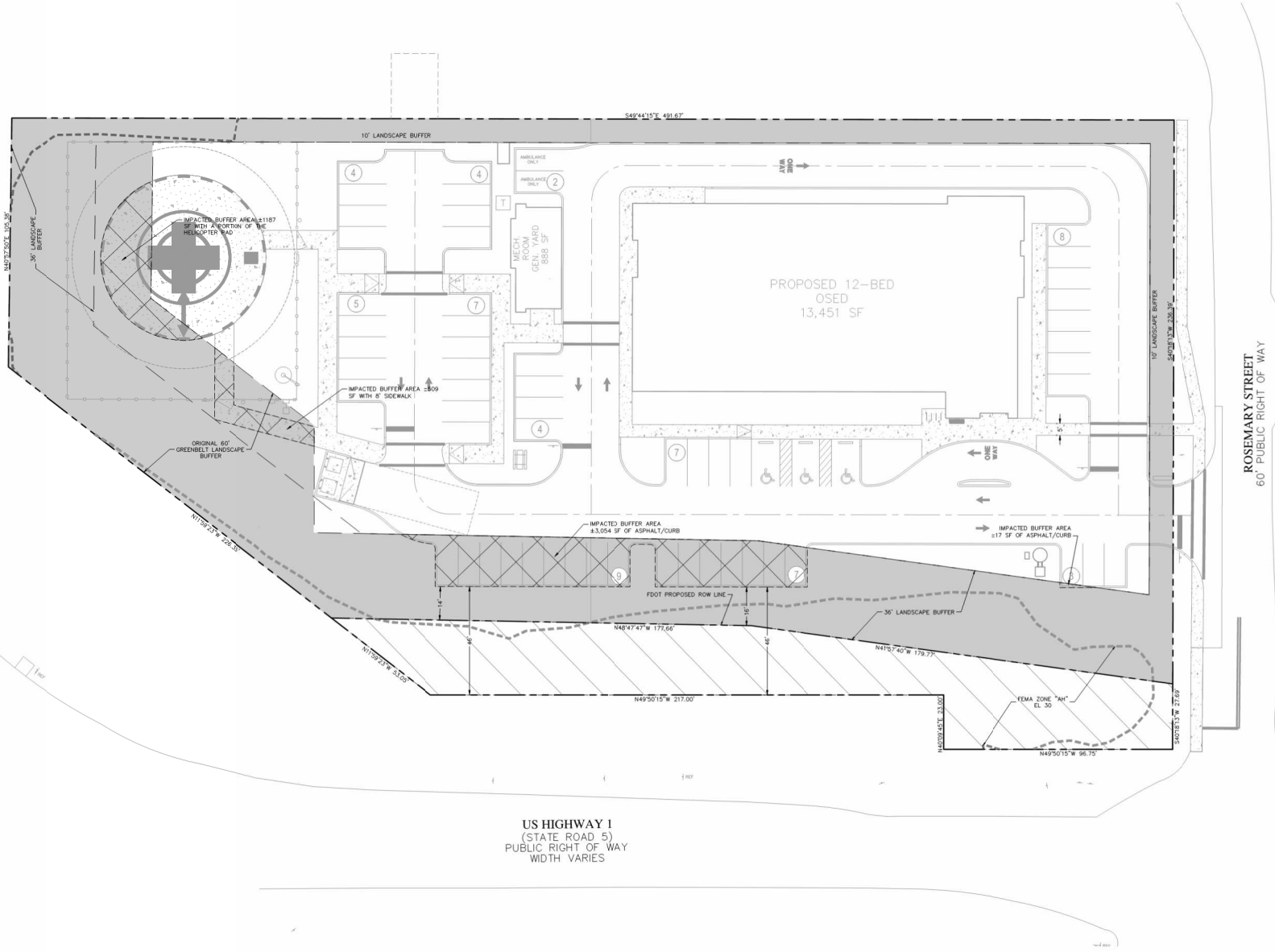
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ATTACHMENT 5

Applicant Information

Greenbelt Exhibit



OVERALL SITE DATA

SITE ACREAGE CALCULATION:		
GROSS SITE AREA:	2.47 ACRES	
MAX. FAR:	0.60	
PROPOSED FAR:	0.13	
PROPOSED INTERIOR BUILDING AREA		
EMERGENCY DEPARTMENT FLOOR AREA:	13,451	SF
MECHANICAL ROOM FLOOR AREA:	888	SF
TOTAL FLOOR AREA:	14,339	SF
MAX. BUILDING HEIGHT:	75 FEET	
PROPOSED BUILDING HEIGHT:	29 FEET	
FUTURE LAND USE/ZONING:	LOW INTENSITY COMMERCIAL (LIC)	
PROPOSED USE:	EMERGENCY DEPARTMENT	
ADJACENT FUTURE LAND USE/ZONING:		
NORTH:	LOW INTENSITY COMMERCIAL (LIC)	
EAST:	LOW INTENSITY COMMERCIAL (LIC)	
SOUTH:	LOW INTENSITY COMMERCIAL (LIC)	
WEST:	LOW INTENSITY COMMERCIAL (LIC)	
EXISTING USE:	VACANT	
PROPOSED USE:	12-BED OFF-SITE EMERGENCY DEPARTMENT	

BUILDING SETBACKS	REQUIRED	PROVIDED
NORTH:	20 FEET	36 FEET
EAST:	20 FEET	63 FEET
SOUTH:	20 FEET	66 FEET
WEST:	20 FEET	36 FEET

LANDSCAPE BUFFERS PRE ROW DEDICATION :	REQUIRED	PROVIDED
NORTH:	10 FEET	10 FEET
EAST:	10 FEET	10 FEET
SOUTH:	36 FEET	46 FEET
WEST:	60 FEET	±39 FEET

LANDSCAPE BUFFERS POST ROW DEDICATION :	REQUIRED	PROVIDED
NORTH:	10 FEET	10 FEET
EAST:	10 FEET	10 FEET
SOUTH:	36 FEET	MIN 14 FEET (36 FEET AVG)
WEST:	60 FEET	±39 FEET

LEGEND

- PROPERTY BOUNDARY
- LANDSCAPE BUFFER
- POTENTIAL ROW DEDICATION
- REQUIRED LANDSCAPE BUFFER
- IMPACTED BUFFER AREA

EX-01

ADVENT HEALTH - ORMOND BEACH

CITY OF ORMOND BEACH

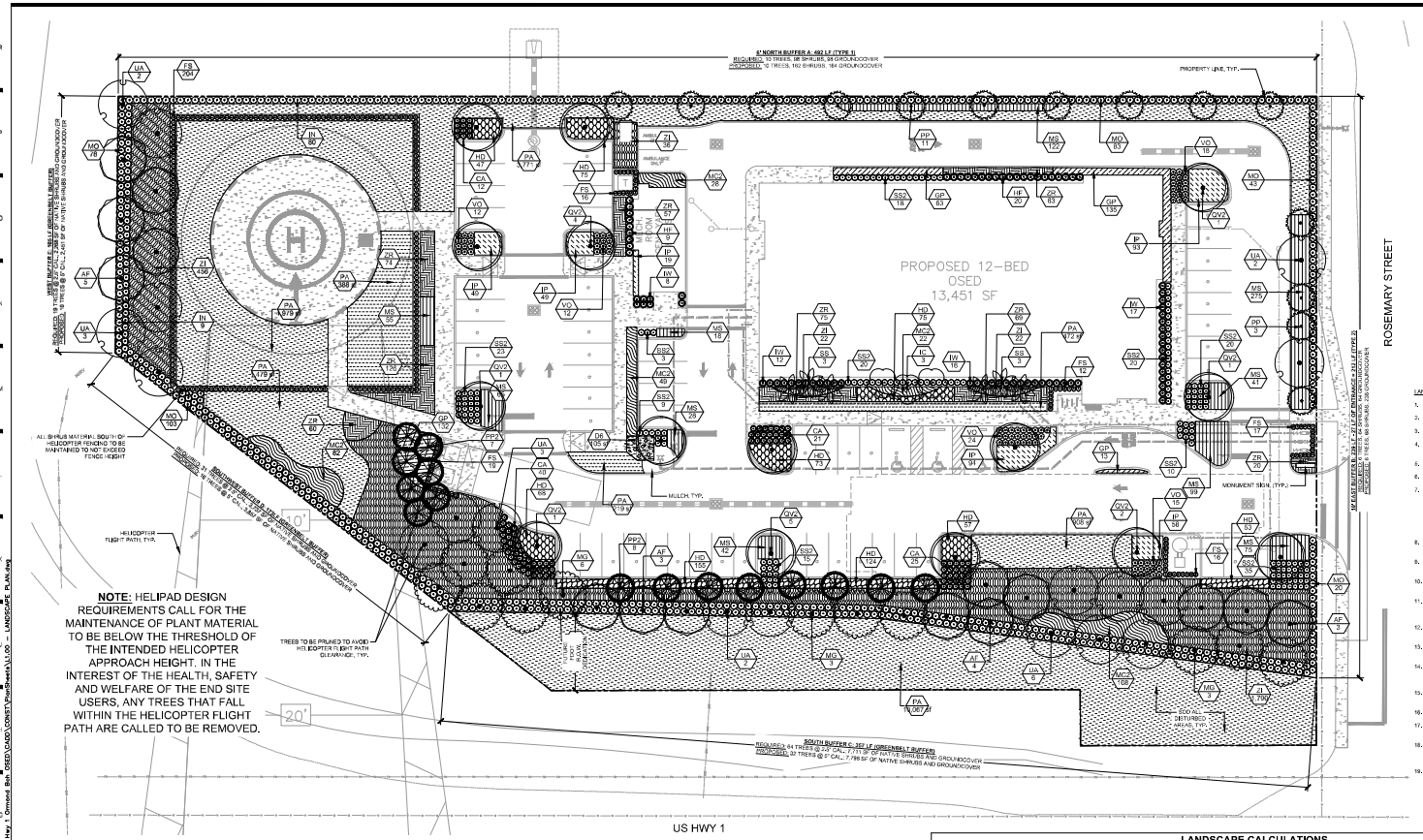
GREENBELT BUFFER EXHIBIT

10/15/25 - CONTACT JAROD STUBBS, P.E. (386) 271-0272

GRAPHIC SCALE IN FEET 0 10 20 40

NORTH

Kimley»Horn



LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC, WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DECEASED, UNTRESSED, DEAD, OR REJECTED PRIOR TO SUBSTANTIAL COMPLETION SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD, THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II" STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITHIN NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED TO BE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
19. ALL PLANTED LANDSCAPE AREAS TO HAVE 3" DEEP DESIGNER BROWN HARDWOOD MULCH TO FULLY COVER DRIP IRRIGATION & AMENDED SOILS. REFER AS NEEDED DURING CONSTRUCTION. SUBMIT ALTERNATIVE MULCH SPECIFICATION FOR LANDSCAPE ARCHITECT APPROVAL.

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
CANOPY TREE							
	AF	18	FLORIDA FLAME RED MAPLE STRAIGHT, SINGLE LEADER, FL #1	ACER RUBRUM 'FLORIDA FLAME'	FG	8" CAL MIN	14' HT., 6' SPR.
	MG	12	SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FULL, FL #1	MAGNOLIA GRANDIFLORA	FG	8" CAL MIN	14' HT., 5' SPR.
	PP	14	LONG LEAF PINE STRAIGHT, SINGLE LEADER, FULL, FL #1	PINUS PALUSTRIS	FG	2.5" CAL MIN	12' HT., 4' SPR.
	PP2	18	LONG LEAF PINE STRAIGHT, SINGLE LEADER, FULL, FL #1	PINUS PALUSTRIS	FG	8" CAL MIN	14' HT., 4' SPR.
	QV2	18	SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FULL, FL #1	QUERCUS VIRGINIANA	FG	3.5" CAL MIN	12' HT., 5' SPR.
	UA	18	AMERICAN ELM STRAIGHT, SINGLE LEADER, FL #1, FULL	ULMUS AMERICANA	FG	8" CAL MIN	14' HT., 4' SPR.
PALMS							
	SS	6	CABBAGE PALMETTO STRAIGHT, BUSH, FL #1, IF CT	SABAL PALMETTO	FG	-	10' HT
UNDERSTORY TREES							
	IC	3	DAHOON HOLLY STRAIGHT, SINGLE LEADER, FL #1	ILEX CASSINE	FG	3.5" CAL MIN	10' HT., 4' SPR
SYMBOL	**CODE**	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**SIZE**	**SPACING**
SHRUBS							
	CA	66	AMERICAN BEAUTY BERRY FULL	CALLICARPA AMERICANA	3 GAL	36" HT	30" OC
	FS	264	FLORIDA PRIVET FULL	FORESTIERA SEGREGATA	7 GAL	36" HT	24" OC
	HF	28	FIREBUSH FULL	HAMELIA PATENS	3 GAL	24" HT	36" OC
	IN	89	DWARF YAUPON HOLLY FULL	ILEX VOMITORIA 'NANA'	3 GAL	24" HT	36" OC
	IW	53	RED DWARF IXORA FULL	IXORA TAIWANENSIS 'RED DWARF'	3 GAL	24" HT	36" OC
	MO	361	SWANSON'S BIGNONIA FULL	MYRIANTHES FRAGRANS	3 GAL	24" HT	36" OC
	SS2	173	SAW PALMETTO FULL	SABAL SERRULATA	3 GAL	18" HT	30" OC
	VO	81	WALTERS VIBURNUM FULL	VIBURNUM OBOVATUM	3 GAL	24" HT	30" OC
SHRUB AREAS							
	MC2	289	PINK MUHLY GRASS FULL	MUHLENBERGIA CAPILLARIS	3 GAL	24" HT	24" OC
	ZI	2,328	COONTIE FULL, NATIVE	ZAMIA INTEGRIFOLIA	7 GAL	24" HT	24" OC

GROUND COVERS

	DS	105 SF	3" DEPTH, PROVIDE BINDER COURSE	DECOMPOSED GRANITE --	-			
	GP	343	BLANKET FLOWER FULL	GAILLARDIA PULCHELLA	1 GAL	18" FULL	18" OC	
	HD	727	DUNE SUNFLOWER FULL	HELIANTHUS DEBILIS	1 GAL	18" FULL	18" OC	
	IP	362	BEACH MORNING GLORY FULL	IPOMOEA PES-CAPRAE	1 GAL	18" FULL	18" O.C.	
	MS	820	SUNSHINE MIMOSA FULL	MIMOSA STRIGILLOSA	1 GAL	18" FULL	18" OC	
	ZR	544	RUELLEY FULL	ZEPHYRANTHES ROBUSTUS	1 GAL	18" FULL	18" OC	

SOD

	PA	23,263 SF	ARGENTINE BAHIAGRASS ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DERMIS FREE	PASPALUM NOTATUM 'ARGENTINE'	SOD	-

MISC.	QTY.	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	RED HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

LANDSCAPE CALCULATIONS

PER "ORMOND BEACH" LAND DEVELOPMENT CODE

	REQUIRED	PROVIDED
TREE RATIOS 1 TREE PER 1,500 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA	TOTAL LOT AREA: 107,560 SF 101,593 SF / 1,200 SF = 72 TREES OR TOTAL LANDSCAPE AREA: 43,948 SF 43,948 SF / 400 SF = 110 TREES EXCESS OF 25% 110 TREES X 25% = 27.5 TREES = TOTAL 137.5 TREES	(17) TREES AT 2.5" CALIPER = (1 TREE CREDIT) = 17 TREES (15) TREES AT 3.5" CALIPER = (2 TREE CREDITS) = 30 TREES (50) TREES AT 5" CALIPER = (2 TREE CREDITS) = 100 TREES GRAND TOTAL = 147 TREES (133% OF TOTAL TREES REQUIRED)
NATIVE AND DROUGHT TOLERANT 50% OF ALL LANDSCAPE AREA TO BE DROUGHT TOLERANT 50% OF ALL SHRUBS AND GROUNDCOVER TO BE NATIVE SPECIES 75% OF REQUIRED TREES SHALL BE NATIVE SHADE TREES (IF CONFLICTS OCCUR WHERE SHADE TREES ARE NOT APPROPRIATE THAN A NATIVE PALM OR UNDERSTORY TREE SHALL BE PLANTED) SECTION 3-6(5)(C)(3-4)	TOTAL TREES: 147 147 TREES X .75 = 111 TREES MIN SHALL BE NATIVE TOTAL LANDSCAPE AREA: 44,393 SF x .50 = 22,197 SF SHALL BE NATIVE AND DROUGHT TOLERANT	147 NATIVE TREES PROVIDED (100%) 44,393 SF OF NATIVE SHRUBS AND GROUNDCOVER PROVIDED (100%)
FOUNDATION PLANTING MINIMUM 5' WIDE LANDSCAPED AREA LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY SECTION 3-6(5)(D)	MIN. 5' WIDTH LANDSCAPE AREA LANDSCAPE AREA PRIMARILY SHRUBBERY	SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS)
LANDSCAPE BUFFER REQUIREMENTS: **TYPE 1 BUFFER:** 6' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF **TYPE 2 BUFFER:** 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF **GREENBELT BUFFER:** 30' MIN. WIDTH, 1 TREE PER 200 SF, 60% OF TOTAL GREENBELT LANDSCAPE AREA TO BE PLANTED WITH NATIVE SHRUBS AND GROUNDCOVER SECTION 3-6(6)(D)	**6' NORTH BUFFER A: 492 LF (TYPE 1)** 10 TREES, 98 SHRUBS, 98 GROUNDCOVER **10' EAST BUFFER B: 239 LF - 27 LF OF ENTRANCE = 212 LF (TYPE 2)** 6 TREES, 64 SHRUBS, 64 GROUNDCOVER **SOUTH BUFFER C: 357 LF (GREENBELT BUFFER)** 69 TREES @ 2.5" CAL., 7,171 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D: 173 LF (GREENBELT BUFFER)** 31 TREES @ 2.5" CAL., 3,737 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E: 185 LF (GREENBELT BUFFER)** 19 TREES @ 2.5" CAL., 2,269 SF OF NATIVE SHRUBS AND GROUNDCOVER	**6' NORTH BUFFER A:** 10 TREES, 98 SHRUBS, 98 GROUNDCOVER **10' EAST BUFFER B:** 6 TREES, 64 SHRUBS, 64 GROUNDCOVER **SOUTH BUFFER C:** 32 TREES @ 5" CAL., 7,199 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D:** 16 TREES @ 5" CAL., 3,857 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E:** 10 TREES @ 5" CAL., 2,451 SF OF NATIVE SHRUBS AND GROUNDCOVER
VUA LANDSCAPING REQUIREMENT: INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA MIN. 1 HARDWOOD TREE AT 3.5" CAL. MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES SECTION 3-6(5)(E)	SITE VUA: 35,719 SF 35,719 SF X 10% = 3,572 SF VUA LANDSCAPE AREA REQUIRED 1 TREE PER ISLAND X 16 ISLANDS = 16 HARDWOOD TREES REQUIRED MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES	A: 183 SF B: 312 SF C: 475 SF D: 176 SF E: 165 SF F: 39 SF G: 407 SF H: 554 SF I: 284 SF J: 492 SF K: 163 SF L: 289 SF M: 1,169 SF N: 215 SF O: 299 SF P: 39 SF Q: 221 SF R: 167 SF S: 283 SF T: 169 SF U: 1,541 SF TOTAL: 7,549 SF (208%) 16 HARDWOOD TREES MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES

Kimley»Horn
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SEAL

THE SEAL OF AN ENGINEER IS AN INDICATION OF RESPONSIBILITY FOR THE PLANS AND SPECIFICATIONS BEARING THE SEAL.

AdventHealth Orlando
ORMOND BEACH OSED

Hunton Brady ARCHITECTS

DATE	SUBMISSION	NO.

GRAPHIC SCALE IN FEET
0 10 20 40

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

OVERALL LANDSCAPE PLAN

PROJ. NO. 149833019 SHEET
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9/26/2025

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ATTACHMENT 6

Applicant Information

- Applicant Letter
- Traffic Memorandum
- Survey
- Civil Site Plan
- Landscape Plan
- Architectural Sheet

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Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
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Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

October 21, 2025

VIA ELECTRONIC DELIVERY

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: AdventHealth Emergency Care – Rezoning/Planned Business Development – Project Narrative

Dear Steven:

As you may know, it is the Firm's pleasure to represent Memorial Health Systems, Inc., doing business as AdventHealth (the "Applicant"), with respect to the redevelopment and rezoning to Planned Business Development for the property located at the northeast corner of the intersection of U.S. Highway 1 and Interstate 95. The proposed redevelopment of the site will rejuvenate the former retail/gas station site into a top of the line facility for the provision of medical services to Ormond Beach residents.

This project aims to redevelop the underutilized property, which was formerly a retail/gas station user, by providing a standalone emergency medical care facility. The proposed location is centrally located among existing residential uses, and provides medical care and services to Ormond Beach residents who would have to current travel to Palm Coast or Daytona Beach for similar care. AdventHealth is guided by its core principles for patient care, and the Applicant believes that investing in our communities and in best practice care is what guides us into the future of health care.

The conceptual plan provided to the City illustrates a development pattern that will allow for construction of the proposed medical facility in compliance with City parking and landscaping standards. The proposed conceptual design includes the provision of a heli-pad in order to respond to severe emergencies and transport needs of patients. With the proposed location at the interchange of two federal highway and interstate systems, the location allows for rapid transit and response in situations where minutes matter the most.

The property does not contain any wetland systems, and the proposed development footprint is wholly outside of the current floodplain mapping applicable to the property. The site will also be benefitted through the addition of stormwater treatment features. Development of the

property includes the design and use of modern stormwater treatment systems, which will facilitate the removal of phosphorus and nitrogen travelling into surrounding water bodies.

Redevelopment of the site for the proposed health care provider will also review and remediate environmental impacts from the property's former use, which may resulted in impacts to soil and groundwater. Redevelopment of the site will be in accordance with a management plan reviewed and approved by the Florida Department of Environmental Protection through the Florida Brownfields Redevelopment Program.

In accordance with the City's Land Development Code ("LDC"), in addition to the above narrative of public benefits, the project includes the following public benefits listed in support of a PBD rezoning:

1. Increase landscaping requirements either by density (twenty-five percent (25%) above the required minimum standards) or through more mature landscaping as measured by increased caliper of tree (twenty-five percent (25%) above minimum standards).

   The Property will include a state of the art medical facility inclusive of a diverse landscaping design that will create a sense of arrival to the proposed medical facility and will be held to the design and maintenance standards associated with all AdventHealth facilities.

2. Provide elements which enhance the pedestrian walking zones such as arcades, overhangs, awnings, landscape and pedestrian amenities such as outdoor art, benches, tables and umbrellas. For restaurants, provide outdoor dining areas, particularly cafe style.

   The conceptual plan includes an overhang and landscaped pedestrian pathways that will assist in pedestrian movement throughout the site. The design of the facility promotes easy and efficient access to the care facility.

3. Provide parking to the side or rear of the building with the building facing the public right-of-way.

   While there is a portion of the parking located in the front of the structure, the primary parking areas are allocated to the side of the building to allow building placement in such a way that promotes the view of the structure from U.S. Highway 1.

4. Direct rooftop runoff to pervious areas such as required yards, vegetated areas or to underground vaults for reuse irrigation.

   The proposed development includes runoff from the rooftop into designated stormwater retention areas in the landscaped or vegetated yards within the site.

In addition to these benefits, the proposed project also promotes the following goals and objectives of the City's Comprehensive Plan:

POLICY 1.2.8. Professional and medical uses shall be encouraged to locate along the Greenbelt corridor and in the area accessible to their respective clientele.

Response: The proposed development located a health care facility along two Greenbelt roadways to allow for the efficient provision of services and access by residents to necessary care facilities.

POLICY 2.2.2. 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.

Response: The proposed development provides a type of medical use that is currently unavailable within the City of Ormond Beach, and that provides a scope of services that current residents are required to travel to adjacent municipalities to access. The proposed development of this use at this location will shorten travel times to critical care and allow for the provision of additional emergency medical services.

OBJECTIVE 1.3. PUBLIC AND INSTITUTIONAL USES Ensure that public and institutional facilities are developed in support of residential developments and are based on projected needs.

POLICY 1.3.3. 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.

Response: While medical uses such as the proposed emergency facility are not specifically identified in the definition of institutional uses, as detailed in the policy above, the provision of emergency medical services is seen as a necessary public service within the City of Ormond Beach. The proposed development allows for the construction of an emergency medical facility treating the residents of Ormond Beach and located in an area that allows for safe and efficient transport to the facility.

We recognize the importance of the standards contained in the City's Land Development Code ("LDC") and have made every commercial reasonable effort to bring forward a project consistent with the LDC. However, in this case, the project requires certain minor LDC waivers which are balanced against many significant public benefits. An outline of the requested waivers are outlined below:

Development Standards

For narrative purposes, the Applicant has provided an overview of the requested development criteria in comparison to the existing B-7 zoning district and overall City LDC standards. The Applicant is modifying the development standards as follows:

1. LDC Section 2-73 – Greenbelt and Gateway Preservation Standards: the Property is located at the intersection of two greenbelt routes (US 1 and I-95) that would require 60' landscape buffers along the site, with a minimum required buffer width of 36' along both greenbelt routes. The LDC typically requires that areas abutting I-95 provide a buffer on the side of the lot abutting the interstate – the Applicant is requesting a modification to this standard to allow for the variable width of up to 36' and to permit black vinyl-coated chain link (as an acceptable fencing type within the buffer) to allow the provision of the heli-pad in its proposed configuration. The heli-pad is a key component of the proposed site's operation

and will facilitate the safe and expedient transport of patients to and from receiving life-saving care. This is an increase from the former landscape buffer for the area adjacent to the interstate, that was formerly designed at 22 feet. In addition, the Applicant is requesting that greenbelt standards may be modified along US-1 in the event of a taking by a government agency with authority over the adjacent right-of-way, to allow for the variable width of 36' and a minimum of 14' to keep site configuration and additional on-site parking for patients.

2. LDC Section 3-04.A.2 – Tree Protection and Replacement – the Applicant is requesting a modification to the tree placement requirement of one tree per every 400 sq. ft. of landscaped area, as the site is constrained in its ability to place trees within certain areas, including the future FDOT right-of-way and the helipad landing area, which must remain clear of trees. Through the proposed landscape plan included with these materials, the Applicant has provided plantings in a quantity and quality to create an aesthetically pleasing development site that allows for proper function for the intended emergency service use.

3. LDC Section 3-47(c)(a)(1) – Signage – The LDC provides typical signage requirements for these use types. As we know, signage is a critical component to safe and timely care of individuals seeking emergency medical treatment – from routing guests during high stress timing to ensuring emergency responders can navigate the property and structure in a timeframe where seconds can mean the difference to a patient, the Applicant has balanced the aesthetic approach of the structure with the necessary identification and wayfinding signage, as detailed below.

    a. Monument signage – the City's code typically allows an 8' monument sign totally 96 sq. ft. of total signage within the site. The Applicant is requesting a modification to allow the height of such signage to be a maximum of 6' for one monument sign and 12' for the primary monument sign, with a total square footage of 48 sq. ft. for each sign. This will allow for increased visibility from adjacent highways and provide a key sense of arrival for the proposed medical use. While the City generally discourages monument signs above 8' in this area, the proposed signage includes emergency department indicators intended to promote safe identification of the emergency services and allow for fast and efficient navigation to the site when emergency services are necessary.

    b. Wall signage – the City's code would typically permit one wall sign of 97.5 square feet or two wall signs of 146.25 for this property, based on the building's width. In lieu of this standard signage, the Applicant is proposing the following wall signage program:

        i. Advent Health (identification signage - 2):
            1. One sign at 212.50 sq. ft.
            2. Second sign at 143.50 sq. ft.
        ii. Ambulance (wayfinding): 35.67 sq. ft.
        iii. Emergency (wayfinding): 35.50 sq. ft.
        iv. ER (wayfinding): 45.11 sq. ft.

We thank you for your consideration of this request. If there is any additional information we can provide to assist in review, please do not hesitate to reach out.

Sincerely,

Jessica Gow, Esq.
Direct Dial (386) 323-9226
Email Jessica.Gow@CobbCole.com
Fax (386) 323-9206

Kimley»Horn

MEMORANDUM

To: Chad Lingenfelter, AICP, CPM, PTP, RSP[1]
Florida Department of Transportation
Jay Williams, PE, Volusia County
Steven Spraker, AICP, City of Ormond Beach

From: Emanuelle D Rodríguez Muñiz, P.E., IMSA[1]
Kimley-Horn and Associates, Inc.

Date: April 4, 2025

Subject: Trip Generation Memorandum
Advent Health OSED – Ormond Beach, FL

EMANUELLE D RODRIGUEZ MUNIZ LICENSE No. 94548 STATE OF FLORIDA PROFESSIONAL ENGINEER

This document has been digitally signed and sealed by Emanuelle D Rodriguez Muñiz, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Emanuelle D Rodriguez

Digitally signed by Emanuelle D Rodriguez
DN: CN=Emanuelle D Rodriguez, email=AD1610CD0000163A1185A51006E2EF49, OU=KIMLEY-HORN AND ASSOCIATES INC, C=US
Date: 2025.04.04 12:13:40-04'00'

Purpose

Kimley-Horn and Associates, Inc. has been retained by Advent Health ("Applicant") to document transportation impacts to the surrounding road network associated with the development of the above-referenced project.

Project Description

The proposed development is an Off-Site Emergency Department (OSED) that will consist of 12-beds in a 13,519 square foot facility. The site is approximately 2.52 acres, generally located north of US 1, east of I-95, and south of Rosemary Street in Ormond Beach, Florida. Access to the site will be provided by an existing connection to US 1 and buildout of the project is expected in 2026. A conceptual site plan is included in **Attachment A.**

Trip Generation

Trip generation for the proposed development was calculated per procedures published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 11th Edition*. Land Use Code (LUC) 650 for Free-Standing Emergency Room was referenced for trip generation rates and directional splits. **Attachment B** provides the ITE excerpts.

Table 1 provides Daily, AM, and PM peak hour trip generation summaries to be generated by the proposed development at buildout. The project is anticipated to generate a total of 337 new daily trips, 15 new AM peak hour trips (8 inbound and 7 outbound), and 21 new PM peak hour trips (10 inbound and 11 outbound) at the project driveways.

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Table 1: Trip Generation Summary

	Land Use	ITE LUC[1]	Size	Units	ITE Trip Rate[1]	Daily				
Daily						Total	In[1]		Out[1]	
	Free-Standing Emergency Room	650	14	KSF	24.94	337	50%	169	50%	168
	Total Generated Trips					**337**	**169**		**168**	
	Land Use	**ITE LUC[1]**	**Size**	**Units**	**ITE Trip Rate[1]**	**AM Peak Hour**				
AM Peak Hour						Total	In[1]		Out[1]	
	Free-Standing Emergency Room	650	14	KSF	1.12	15	50%	8	50%	7
	Total Generated Trips					**15**	**8**		**7**	
	Land Use	**ITE LUC[1]**	**Size**	**Units**	**ITE Trip Rate[1]**	**PM Peak Hour**				
PM Peak Hour						Total	In[1]		Out[1]	
	Free-Standing Emergency Room	650	14	KSF	1.52	21	46%	10	54%	11
	Total Generated Trips					**21**	**10**		**11**	

Notes: [1] Vehicle trip rates and directional splits per data and procedures outlined in ITE Trip Generation Manual, 11th Ed

Trip Distribution

Assuming 100% of PM peak hour trips are distributed in either direction on US 1, neither show significant impacts as defined by consuming greater than 3% of the roadway's two-way peak hour generalized service volume as shown in **Table 2**.

Table 2: Significance Test

Road Name	Limits (From - To)	Count Station Number	PEAK 2Way LOS Capacity	PM Peak Hour Trips = 21		% Significant	Segment Impact?
				% Assign	Project Trips		
US 1	Airport Rd. to I-95	351	3,580	100%	21	0.6%	No
US 1	I-95. to Flagler Co Line	536	5,960	100%	21	0.4%	No

Future Road Improvements

The Florida Department of Transportation (FDOT) Financial ID 419772-3 provides for the design of 6.39 miles to the I-95 and US 1 interchange in Ormond Beach adjacent to the proposed OSED. The FDOT improvements will widen a segment of US 1 from Plantation Oaks Boulevard/Broadway Avenue to Destination Daytona Lane and include a Diverging Diamon Interchange (DDI) at I-95. The roadway will be widened from two lanes in each direction to three and will include shared use paths to serve bicyclists, pedestrians, and other users. Funding for construction of the design is secured through the Moving Forward Florida funds. The FDOT Project Handout is provided as **Attachment C**.

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Conclusion

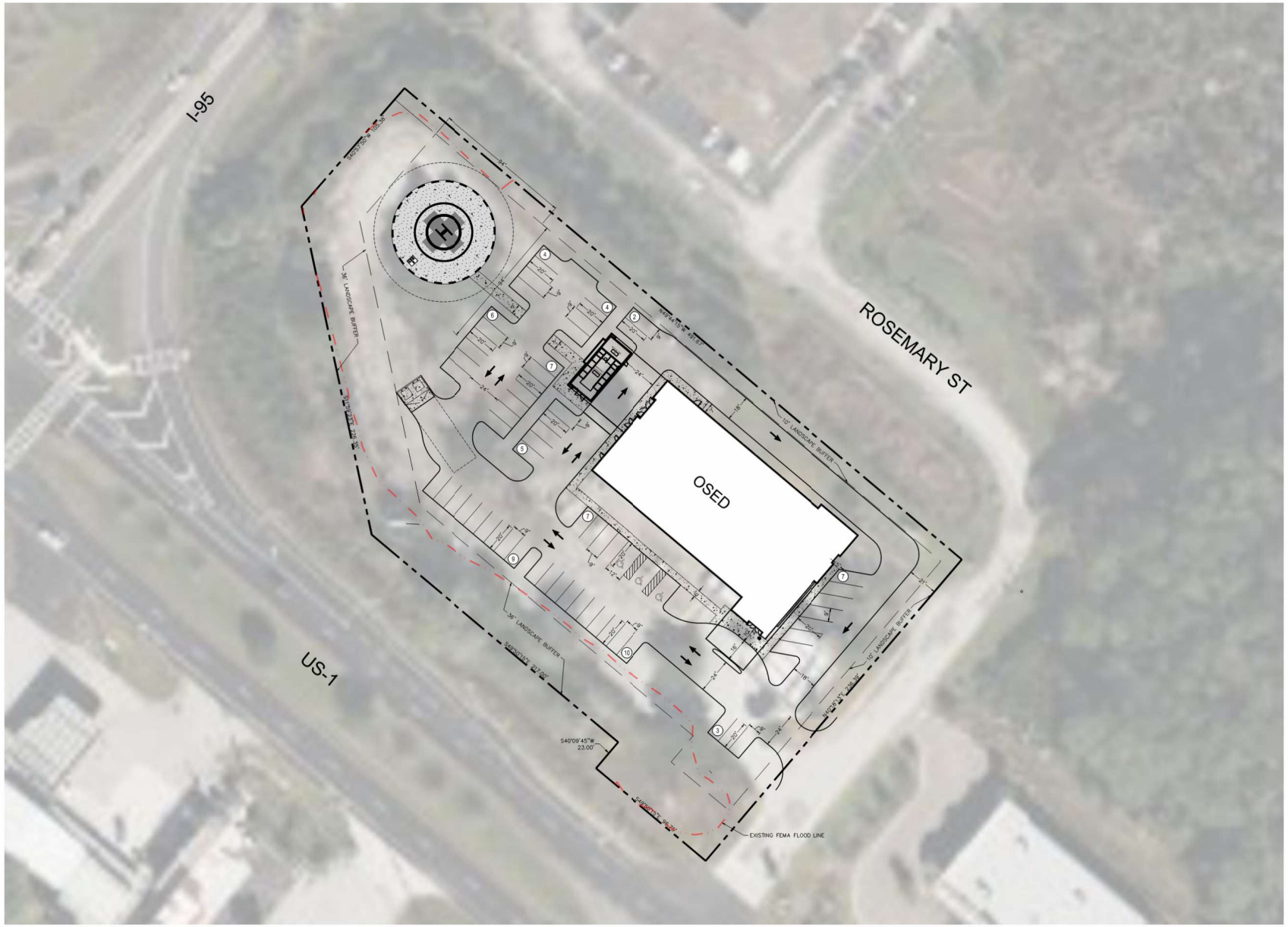
As shown herein, the proposed development is anticipated to generate 15 trips in the AM peak hour and 21 trips in the PM peak hour, which does not show significant impact on US 1.

No off-site mitigation will be necessary by the development.

kimley-horn.com | 1530 Cornerstone Boulevard, Suite 200, Daytona Beach, FL, 32117 | 386 271 0282

ATTACHMENT A

Site Plan



SITE DATA:

TOTAL SITE AREA:	±109,771 SF (±2.52 AC)
JURISDICTION:	ORMOND BEACH, FL
CURRENT ZONING:	B7 – HIGHWAY TOURIST COMMERCIAL

PROVIDED PARKING:

PROPOSED STANDARD (9'x20')	61 SPACES
PROPOSED HC SPACES (12'x20')	3 SPACES
TOTAL SPACES PROVIDED	64 SPACES

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

Kimley»Horn

SP-03

OSED WITH HELIPAD

FLORIDA

CONCEPTUAL SKETCH

3/10/25 - CONTACT JAROD STUBBS, P.E. (386) 271-0272

K:\ORB_Civil\149633019 – AH Hwy 1 Ormond Bch. OSED\CADD\CONCEPT\CADD\SP-03.dwg

ATTACHMENT B
ITE Excerpts

Land Use: 650
Free-Standing Emergency Room

Description

A free-standing emergency room is a facility that specializes in personal medical care and treatment of people. These facilities are structurally separate and distinct from a hospital and provide emergency care for potentially life-threatening conditions. They are typically open 24 hours a day, 7 days a week, 365 days per year.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 2010s in Florida.

Source Number

900

Free-Standing Emergency Room
(650)

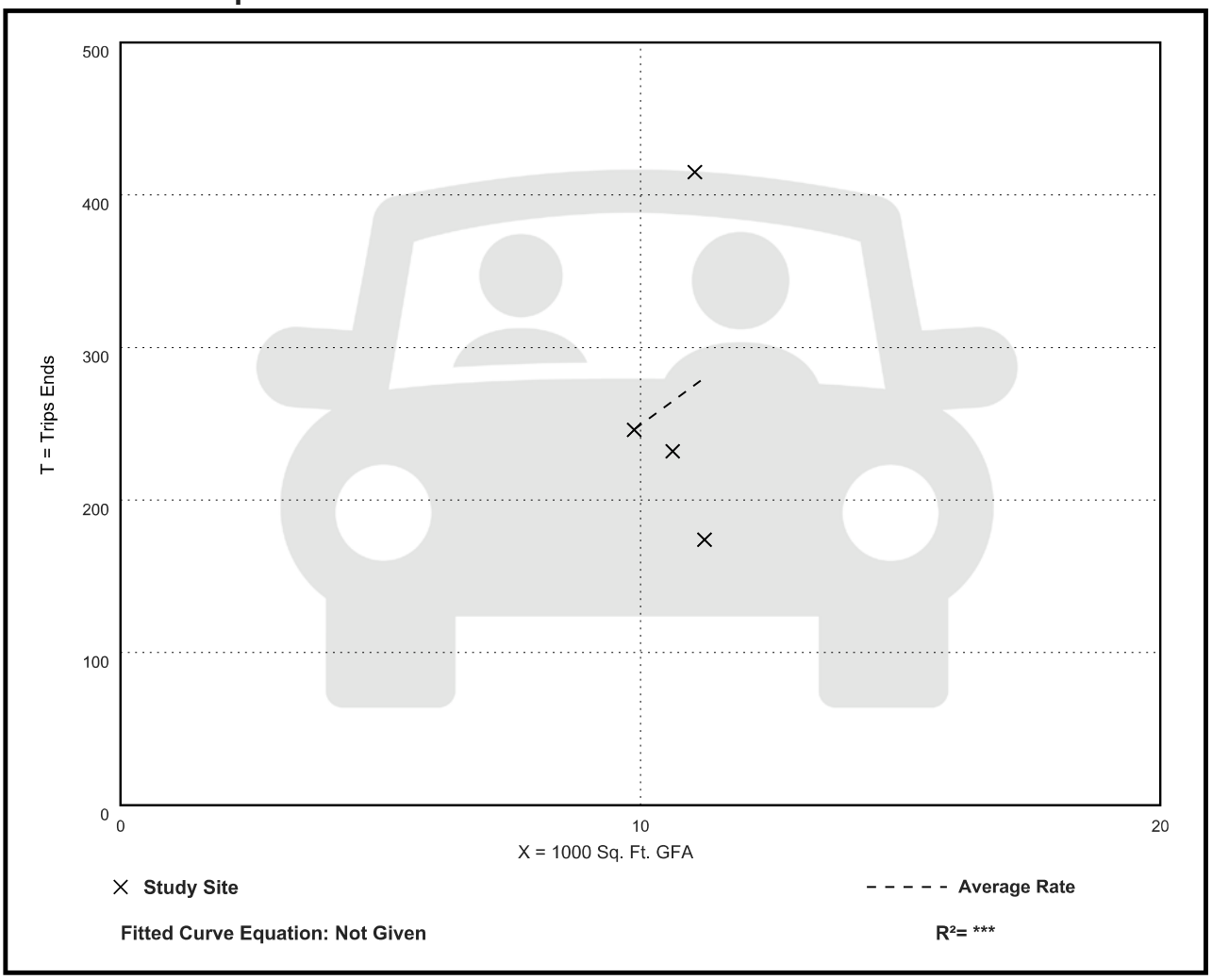
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
24.94	15.49 - 37.57	9.45

Data Plot and Equation



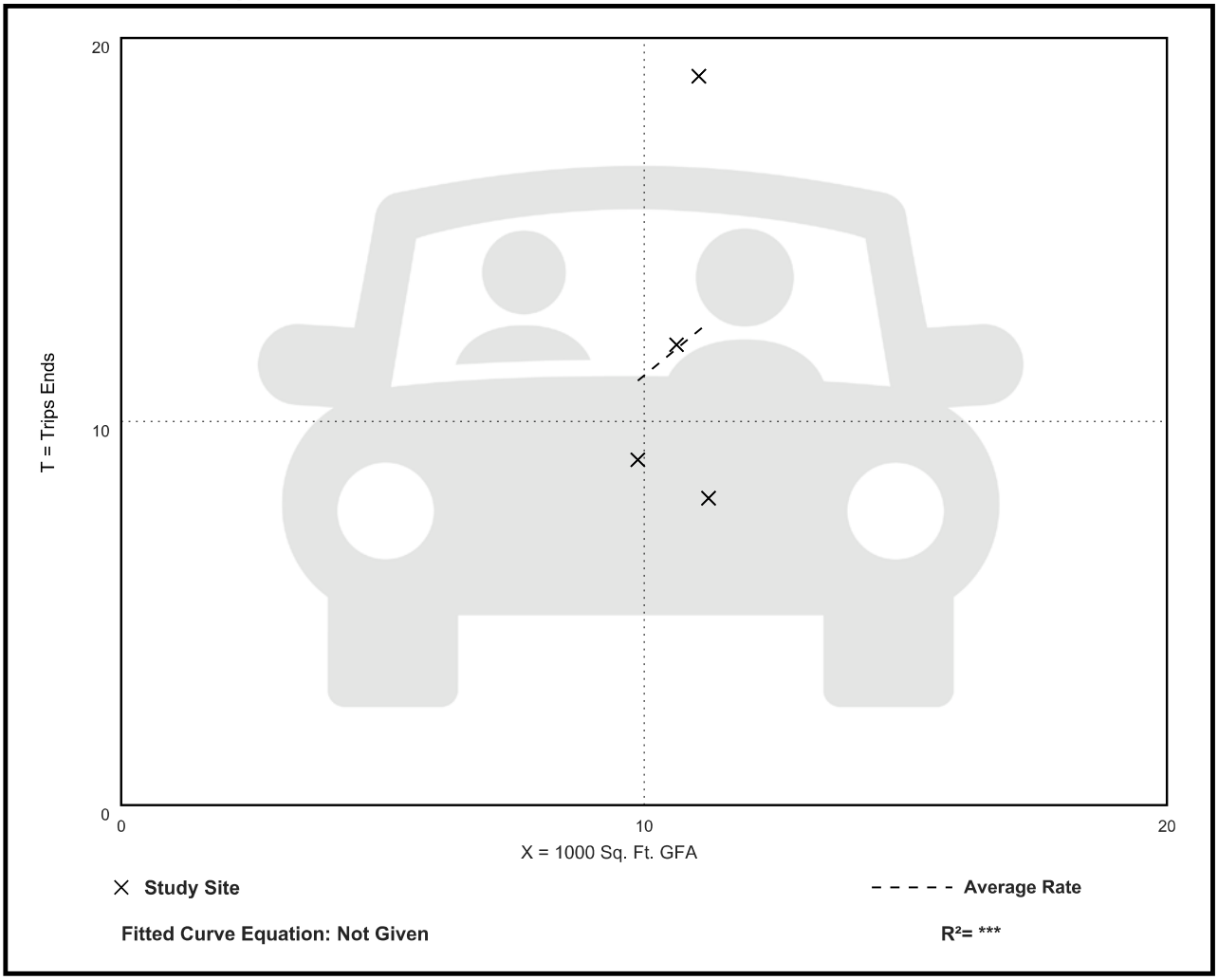
Free-Standing Emergency Room
(650)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.12	0.71 - 1.72	0.44

Data Plot and Equation



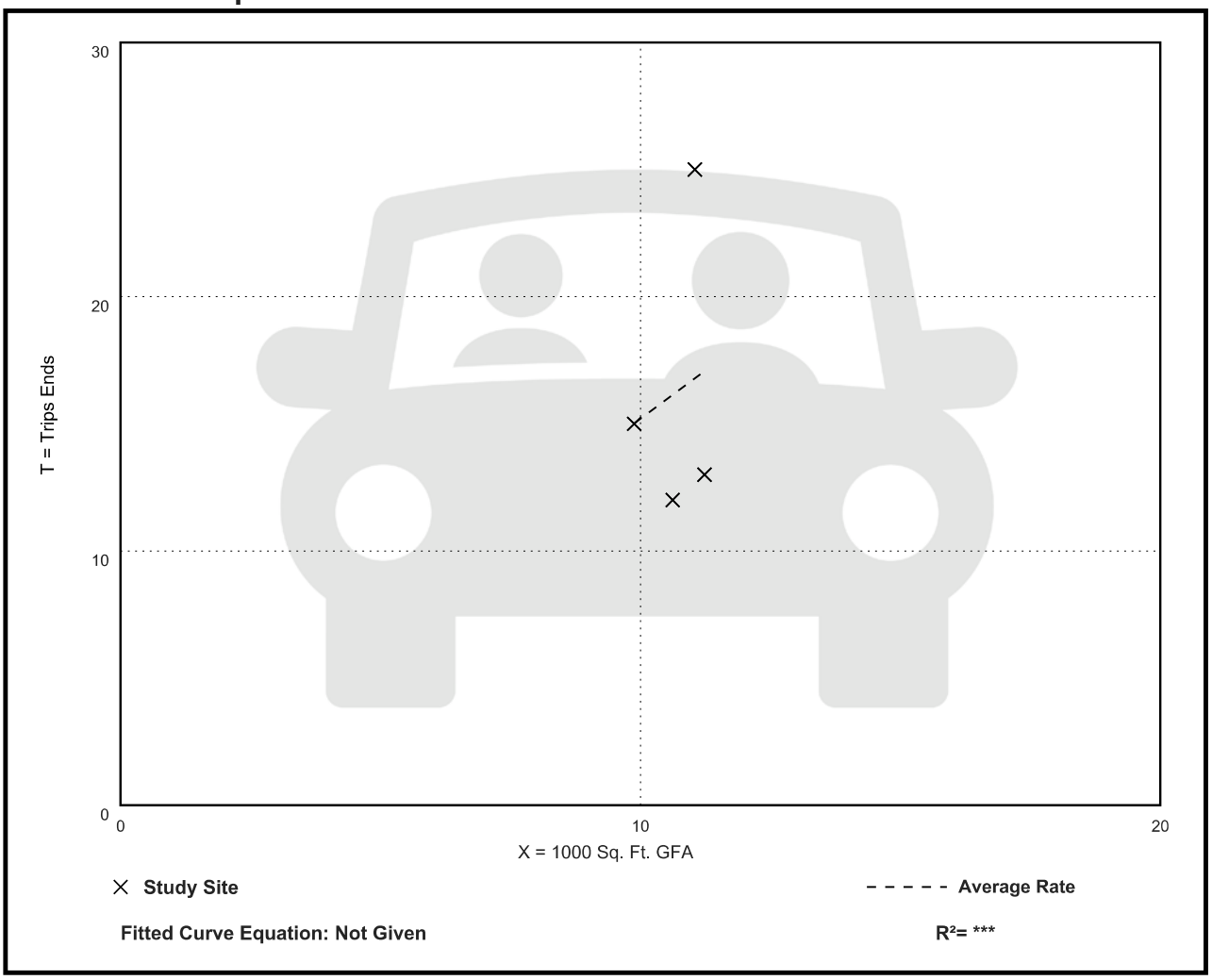
Free-Standing Emergency Room
(650)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 46% entering, 54% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	1.13 - 2.26	0.54

Data Plot and Equation



Free-Standing Emergency Room
(650)

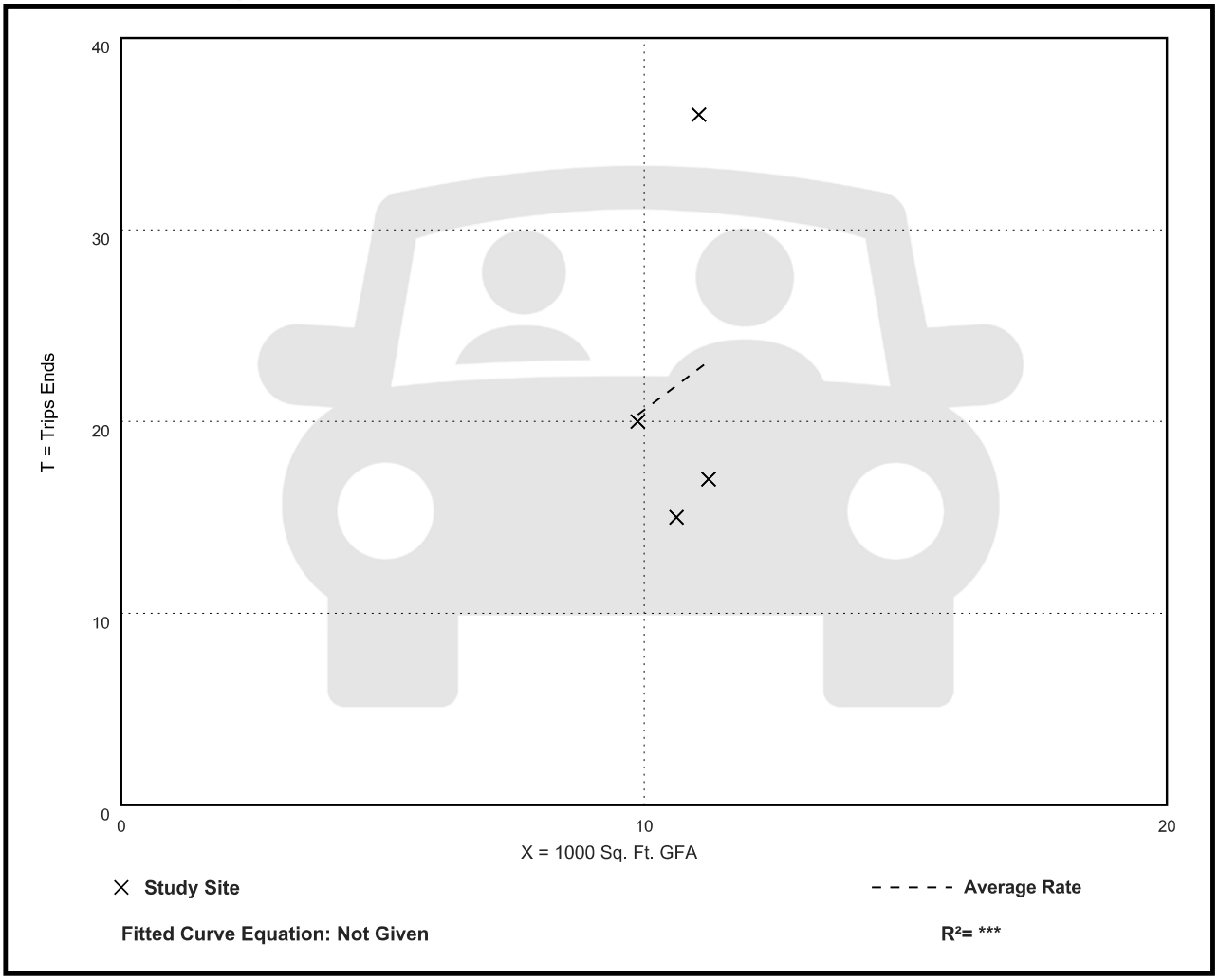
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.06	1.41 - 3.26	0.86

Data Plot and Equation



Free-Standing Emergency Room
(650)

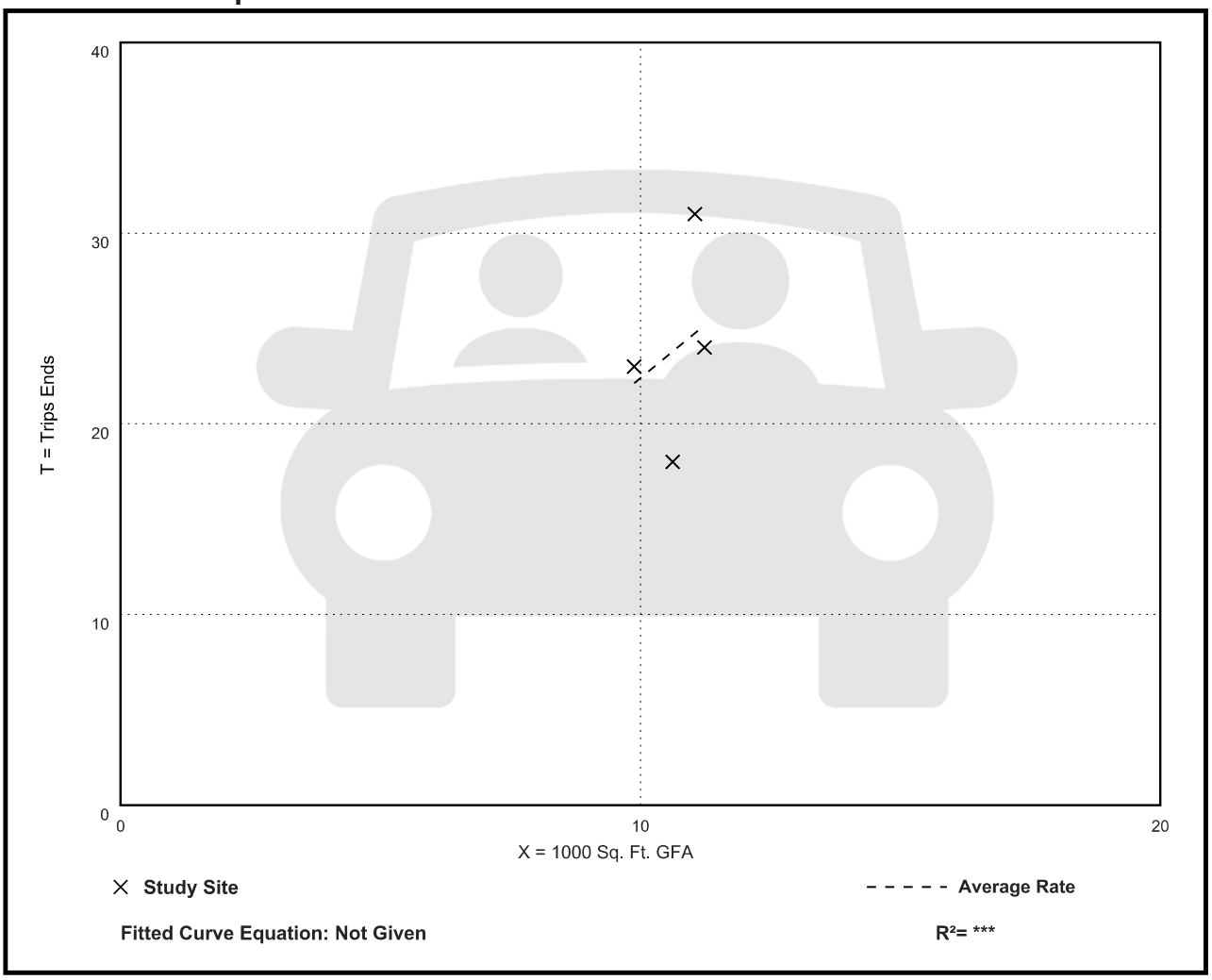
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 11
Directional Distribution: 46% entering, 54% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.24	1.69 - 2.81	0.46

Data Plot and Equation



ATTACHMENT C

FDOT Project Handout

I-95 at U.S. 1 Interchange

Plantation Oaks Boulevard/Broadway Avenue to Destination Daytona Lane

Volusia County

Financial Project Identification (FPID) Number: 419772-3

Project Description

The Florida Department of Transportation (FDOT) is designing improvements for the interchange along Interstate 95 (I-95) at U.S. 1 (exit 273) in Ormond Beach. The project also plans enhancements along U.S. 1 between Plantation Oaks Boulevard/Broadway Avenue and Destination Daytona Lane.

The design proposes a Diverging Diamond Interchange (DDI) configuration, which improves operations and safety at the interchange by reducing conflict points for left-turning vehicles. A DDI also increases left turn capacity, minimizes traffic queues and eliminates existing substandard loop ramps.

The project proposes widening U.S. 1 from two lanes to three in each direction, and adding shared-use paths to serve bicyclists, pedestrians, and other users.

The project design follows the recommended alternative from the recently completed Project Development and Environment (PD&E) Study.



Contact Information:

Kathleen Enot
Consultant Project Manager
386-943-5149
Kathleen.Enot@dot.state.fl.us

CFLRoads.com

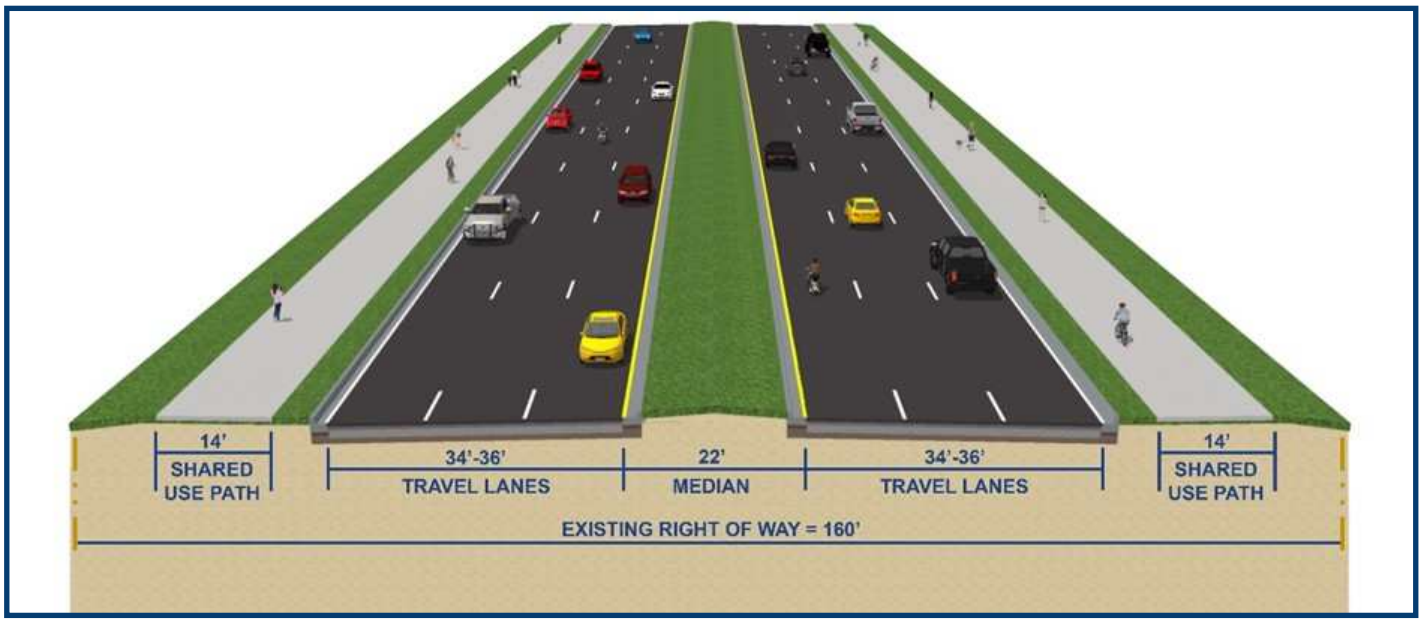
Project Status & Estimated Costs*

PD&E Study	Completed - summer 2023	$	2.9 million
Design:	Ongoing - completion late 2026	$	12.8 million
Right of Way:	Funded - spring 2025	$	38.4 million
Construction:	Funded - fall 2027	$	203 million

***subject to change**

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons wishing to express their concerns relative to FDOT compliance with Title VI may do so by contacting Melissa McKinney, FDOT District Five Title VI Coordinator, at Melissa.McKinney@dot.state.fl.us.

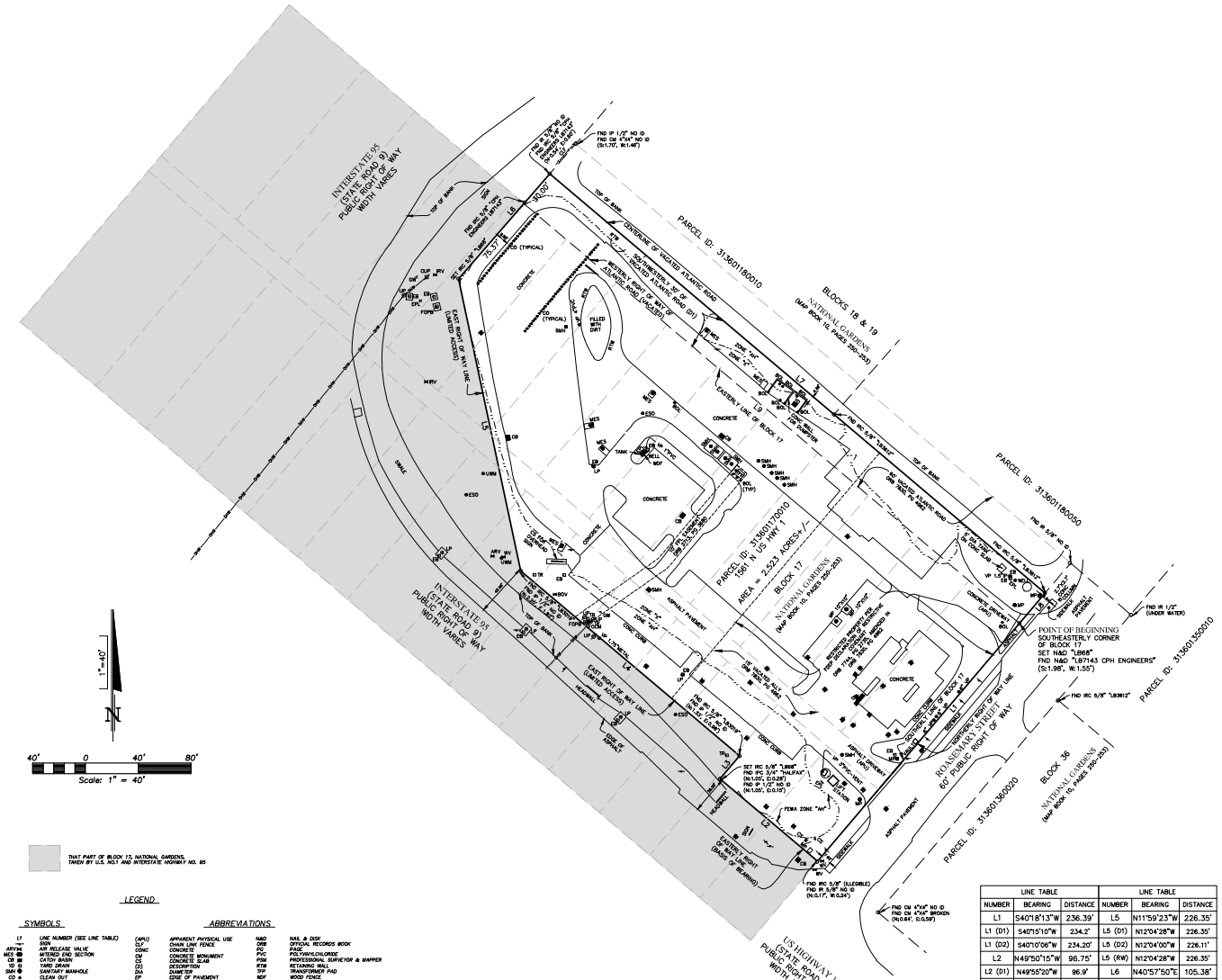
Proposed Typical Section



Proposed Interchange Concept



BOUNDARY SURVEY



THAT PART OF BLOCK 17, NATIONAL GARDENS, TAKEN BY U.S. NO.1 AND INTERSTATE HIGHWAY NO. 95

LEGEND

SYMBOLS

L1 — LINE NUMBER (SEE LINE TABLE)
SIGN
AIR RELEASE VALVE
MITERED END SECTION
CATCH BASIN
YARD DRAIN
SANITARY MANHOLE
FIRE HYDRANT
BOLLARD
WATER VALVE
IRRIGATION VALVE
CONCRETE UTILITY POLE
UTILITY POLE
ELECTRIC RISER
ELECTRIC BOX
FDOT/FDOT TYPE PULL BOX
LIGHT POLE
GUY WIRE
OHW — OVERHEAD WIRE
VERTICAL PIVC
MONITORING WELL
METAL POST
TELEPHONE RISER
UNDERGROUND WATER MARKER
FDOT/FDOT CABLE MARKER
TELEPHONE BOX

(APU) APPARENT PHYSICAL USE
CLF CHAIN LINK FENCE
CONC CONCRETE
CM CONCRETE MONUMENT
CS CONCRETE SLAB
DESCRIPTION
DIA DIAMETER
EOP EDGE OF PAVEMENT
ELECTRIC PANEL
ESO ELECTRIC STUB OUT
FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
FND FOUND
FPL FLORIDA POWER & LIGHT
FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

N&D NAIL & DISK
ORB OFFICIAL RECORDS BOOK
PG PAGE
PVC POLYVINYLCHLORIDE
PSM PROFESSIONAL SURVEYOR & MAPPER
RTW RETAINING WALL
TRANSFORMER PAD
WOOD FENCE
WTR WATER
IR IRON ROD
IRC IRON ROD WITH CAP &____
IP IRON PIPE
IPC IRON PIPE WITH CAP &____
ID IDENTIFICATION
LB LICENSED BUSINESS
MES MITERED END SECTION

ZONE "X" / ZONE "AE" — FEMA FLOOD HAZARD ZONE LINE (SEE NOTE 8)

ABBREVIATIONS

NOTE: THERE MAY BE ITEMS ABOVE THAT WERE NOT WITHIN THE SCOPE OF THIS DRAWING TO BE LOCATED.

LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S40°18'13"W	236.39'	L5	N11°59'23"W	226.35'
L1 (D1)	S40°15'10"W	234.2'	L5 (D1)	N12°04'28"W	226.35'
L1 (D2)	S40°10'06"W	234.20'	L5 (D2)	N12°04'00"W	226.11'
L2	N49°50'15"W	98.75'	L5 (RW)	N12°04'28"W	226.35'
L2 (D1)	N49°55'20"W	96.9'	L6	N40°57'50"E	105.38'
L2 (D2)	N49°55'20"W	96.82'	L6 (D1)	N40°52'45"E	76.09'
L3	N40°09'45"E	23.00'	L6 (D2)	N40°30'58"E	106.21'
L3 (D1)	N40°04'40"E	23.0'	L7	S49°44'15"E	491.67'
L3 (D2)	N40°04'40"E	23.0'	L7 (D2)	S49°29'00"E	491.75'
L4	N49°50'15"W	217.00'	L8	S40°18'13"W	30.00'
L4 (D1)	N49°55'20"W	216.8'	L8 (D2)	S40°10'06"W	30.00'
L4 (D2)	N49°55'20"W	216.78'	L9	N49°44'15"W	492.02'
L4 (RW)	N49°55'20"W	217'	L9 (D1)	S49°29'00"E	492.10'

DESCRIPTION (per Fidelity National Title Insurance Company Title Commitment, file number 13872-5)
(SHOWN HEREON AS DESCRIPTION 1 (D1))

Block 17, except that part taken by U.S. No. 1 and Interstate Highway No. 95, NATIONAL GARDENS, as recorded in Map Book 10, Pages 250-253, inclusive, of the Public Records of Volusia County, Florida, more particularly described as follows:

BEGINNING at the Southeasterly corner of said Block 17; thence South 40°15'10" West along the Northerly right of way of Rosemary Street having a 60 foot right of way, being also the Southerly line of said Block 17, 234.2 feet to a point in the Easterly right of way of U.S. No. 1 being a 160 foot right of way; thence North 49°55'20" West along the Easterly right of way of said U.S. No. 1, 96.9 feet to a point in aforesaid right of way; thence North 40°04'40" East along the new right of way of I-95, 23.0 feet to a point therein; thence North 49°55'20" West along said I-95 right of way, 216.8 feet to a point therein; thence North 12°04'28" West along said right of way, 226.35 feet; thence North 40°52'45" East along said right of way 76.09 feet to a point therein being also in the Westerly right of way of Atlantic Road being a 60 foot right of way, being also in the Easterly line of Block 17 aforesaid; thence South 49°29'00" East along said right of way and said Easterly line of Block 17, 492.10 feet to the Point of BEGINNING. Together with the Southwesterly 30.00 feet of vacated Atlantic Road, a 60.00 foot right of way, abutting the Northeasterly line thereof.

Also described as:
(SHOWN HEREON AS DESCRIPTION 2 (D2))

Block 17, except that part taken by U.S. No. 1 and Interstate Highway No. 95, Together with the Southwesterly 30.00 feet of vacated Atlantic Road, NATIONAL GARDENS, as recorded in Map Book 10, Pages 250-253, Inclusive, of the Public Records of Volusia County, Florida, more particularly described as follows:

BEGINNING at the Southeasterly corner of said Block 17; thence South 40°10'06" West along the Northerly right of way of Rosemary Street having a 60 foot right of way, being also the Southerly line of said Block 17, 234.20 feet to a point in the Easterly right of way of U.S. No. 1 being a 160 foot right of way; thence North 49°55'20" West along the Easterly right of way of said U.S. No. 1, 96.82 feet to a point in aforesaid right of way; thence North 40°04'40" East along the new right of way of I-95, 23.0 feet to a point therein; thence North 49°55'20" West along said I-95 right of way, 216.78 feet to a point therein; thence North 12°04'00" West along said right of way, 226.11 feet; thence North 40°30'58" East along said right of way 106.21 feet to a point lying in the centerline of vacated Atlantic Road being a 60 foot right of way; thence South 49°29'00" East along said centerline, 491.75; thence South 40°10'06" West, 30.00 feet to the Point of BEGINNING.

SURVEYOR'S NOTES:

1. Not valid without the original signature and seal of a Florida Professional Surveyor and Mapper.
2. Apparent Physical Use onto or from adjoining property or abutting streets is shown hereon as "APU". Apparent Physical Use (APU) may indicate the existence of written or unwritten property rights between adjoining owners.
3. Bearings based on the Easterly Right of Way line of US Highway 1 (State Road 5), as being N49°50'15"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment.
4. The features and linework shown hereon are in grid position relative to Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011.
5. All measurements are in feet in accordance with the United States standard.
6. Horizontal Accuracy Statement: The accuracy of the survey data shown hereon has been verified by redundant measurements or traverse closures achieving or exceeding a closure of 1 foot in 10,000 feet.
7. All boundary line bearings, distances and curve data are plat and/or described and measured unless shown as (P) = Plat, (D) = Described and/or (M) = Measured. Bearing and distances shown hereon as (RW) are based on Florida Department of Transportation Right of Way Map, Section 79002-2403.
8. Flood zone information shown hereon is based on Flood Insurance Rate Map Community Panel No. 12127C0184K City of Ormond Beach, Volusia County, Florida, map revised September 29, 2017. As shown the lands described hereon lie in Zone "AH" (Base Flood Elevation = 30') and Zone "X". The approximate location of the FEMA Flood Hazard Zone lines, if located within the property and shown hereon, were downloaded from the FEMA website during preparation of this Survey and were not surveyed by Donald W. McIntosh Associates, Inc. (DWMA). This note is for informational purposes only and the surveyor assumes no liability for the correctness of the cited map(s) or LOMR(s). In addition, this note does not represent an opinion by the surveyor of the probability of flooding.
9. No underground utilities, underdrains, improvements, installations or foundations located.
10. No environmental issues have been addressed by this survey.
11. Fence ownership not determined unless otherwise noted.
12. All dimensions shown from boundary lines to improvements (other than buildings) are to center of said improvements. All symbols used to depict improvements are not to scale.
13. Monument offset directions and distances are computed in cardinal directions from boundary corners relative to the bearing basis (i.e., N 0.25' = North 0.25").
14. This survey does not reflect or determine ownership.
15. The word "certify" or "certification" as shown and used hereon, means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
16. Additions or deletions to this survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
17. All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon is from information shown on County Tax Assessor Maps. The undersigned surveyor and Donald W. McIntosh Associates, Inc. neither attempted nor were required to do a title search regarding such information. Users of this survey are placed on notice that reliance on such information is at their own peril, in this regard.
18. Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Surveyor has reviewed the following items listed ALTA Commitment for Title Insurance, prepared by Fidelity National Title Insurance Company, Commitment No. 11987075, searched through September 09, 2024, for easements and rights-of-way and finds the following:
SCHEDULE B, PART II EXCEPTIONS

Items 1 through 4 and 10 (Standard Exceptions)

5. Easement in favor of Florida Power & Light Company recorded December 16, 1991 in Official Records Book 3713, Page 3680, Public Records of Volusia County, Florida. (SHOWN HEREON)
6. Ordinance No. 2011-09 recorded March 22, 2011 in Official Records Book 6575, Page 2321, Public Records of Volusia County, Florida. (PROPERTY DESCRIBED HEREON LIES WITHIN THE PROPERTY DESCRIBED, NO EASEMENTS)
7. Interlocal Service Boundary Agreement by and between the City of Ormond Beach and County of Volusia recorded August 28, 2014 in Official Records Book 7026, Page 876; together with First Amended Interlocal Service Boundary Agreement recorded October 11, 2019 in Official Records Book 7758, Page 4680; Second Amended Interlocal Service Boundary Agreement recorded March 30, 2022 in Official Records Book 8228, Page 1974; and Interlocal Service Boundary Agreement Renewal recorded August 28, 2024 in Official Records Book 8601, Page 1751, Public Records of Volusia County, Florida. (PROPERTY DESCRIBED HEREON LIES WITHIN THE PROPERTY DESCRIBED, NO EASEMENTS)
8. Declaration of Restrictive Covenant by Wendy's International, LLC, an Ohio limited liability company, successor-in-interest to Wendy's International, Inc. via conversion and the Florida Department of Environmental Protection recorded September 10, 2019 in Official Records Book 7744, Page 2735; as affected by Amended Declaration of Restrictive Covenant recorded March 19, 2020 in Official Records Book 7830, Page 4962, Public Records of Volusia County, Florida. (SHOWN HEREON)
9. Resolution No. 2022-46 recorded April 13, 2022 in Official Records Book 8236, Page 2150, Public Records of Volusia County, Florida. (PROPERTY DESCRIBED HEREON LIES WITHIN THE PROPERTY DESCRIBED, NO EASEMENTS)

Certified to:
Memorial Health Systems, Inc.
1561 N US Hwy 1, LLC
Fidelity National Title Insurance Company
GrayRobinson, P.A.

SURVEY DATE: 10/22/2024

I hereby certify that this survey, subject to the surveyor's notes contained hereon, meets the applicable "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 68

James LeVinerDigitally signed by James LeViner
DN: CN=James LeViner
Date: 2024.10.31 14:09:23-04'00'

James D LeViner — Signature Date
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

DONALD W. McINTOSH ASSOCIATES, INC.
PLANNERS ENGINEERS SURVEYORS
1950 SUMMIT PARK DRIVE, SUITE 600, ORLANDO, FLORIDA 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: [illegible] DATE: 10/22/2024
CHECKED BY: RLC
FIELD BOOK: 1780 (1-8)
SCALE: 1" = 40'
JOB NUMBER: 24623.001

NO.	DATE	DESCRIPTION	CHK.
REVISIONS			

DONALD W. McINTOSH ASSOCIATES, INC.

PREPARED FOR:
ADVENTHEALTH
1561 N US HWY 1, ORMOND BEACH

DRAWING: Csf 24-112 (B1)
SHEET: 1 OF 1

F:\Pro\2024\24623 Art Ormond Beach\Surv\NAV088\Undy\24-112(B1) ORMOND BEACH.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

CONSTRUCTION PLANS

FOR

ADVENTHEALTH ORMOND BEACH OSED

PARCEL #: 313601170010

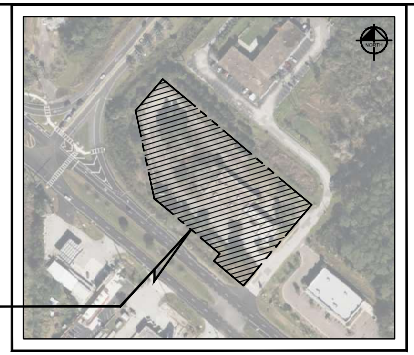
ORMOND BEACH, FLORIDA

OCTOBER 15, 2025



FLOOD MAP

N.T.S.



AERIAL PHOTOGRAPH

N.T.S.

LEGAL DESCRIPTION:

DESCRIPTION (PER FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT, FILE NUMBER 13872-6)
(SHOWN HEREON AS DESCRIPTION 1 (D1))

BLOCK 17, EXCEPT THAT PART TAKEN BY U.S. NO. 1 AND INTERSTATE HIGHWAY NO. 95, NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250-253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 17; THENCE SOUTH 40'15'10" WEST ALONG THE NORTHERLY RIGHT OF WAY OF ROSEMARY STREET HAVING A 60 FOOT RIGHT OF WAY, BEING ALSO THE SOUTHERLY LINE OF SAID BLOCK 17, 234.2 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY OF U.S. NO. 1 BEING A 160 FOOT RIGHT OF WAY; THENCE NORTH 49°55'20" WEST ALONG THE EASTERLY RIGHT OF WAY OF SAID U.S. NO. 1, 96.9 FEET TO A POINT IN AFORESAID RIGHT OF WAY; THENCE NORTH 40°04'40" EAST ALONG THE NEW RIGHT OF WAY OF I-95, 23.0 FEET TO A POINT THEREIN; THENCE NORTH 49°55'20" WEST ALONG SAID I-95 RIGHT OF WAY, 216.8 FEET TO A POINT THEREIN; THENCE NORTH 12°04'26" WEST ALONG SAID RIGHT OF WAY, 226.35 FEET; THENCE NORTH 40°52'45" EAST ALONG SAID RIGHT OF WAY 76.09 FEET TO A POINT THEREIN BEING ALSO IN THE WESTERLY RIGHT OF WAY OF ATLANTIC ROAD BEING A 60 FOOT RIGHT OF WAY, BEING ALSO IN THE EASTERLY LINE OF BLOCK 17 AFORESAID; THENCE SOUTH 49°29'00" EAST ALONG SAID RIGHT OF WAY AND SAID EASTERLY LINE OF BLOCK 17, 492.10 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE SOUTHWESTERLY 30.00 FEET OF VACATED ATLANTIC ROAD, A 60.00 FOOT RIGHT OF WAY, ABUTTING THE NORTHEASTERLY LINE THEREOF.

ALSO DESCRIBED AS:
(SHOWN HEREON AS DESCRIPTION 2 (D2))

BLOCK 17, EXCEPT THAT PART TAKEN BY U.S. NO. 1 AND INTERSTATE HIGHWAY NO. 95, TOGETHER WITH THE SOUTHWESTERLY 30.00 FEET OF VACATED ATLANTIC ROAD, NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250-253, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK 17; THENCE SOUTH 40°10'06" WEST ALONG THE NORTHERLY RIGHT OF WAY OF ROSEMARY STREET HAVING A 60 FOOT RIGHT OF WAY, BEING ALSO THE SOUTHERLY LINE OF SAID BLOCK 17, 234.20 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY OF U.S. NO. 1 BEING A 160 FOOT RIGHT OF WAY; THENCE NORTH 49°55'20" WEST ALONG THE EASTERLY RIGHT OF WAY OF SAID U.S. NO. 1, 96.82 FEET TO A POINT IN AFORESAID RIGHT OF WAY; THENCE NORTH 40°04'40" EAST ALONG THE NEW RIGHT OF WAY OF I-95, 23.0 FEET TO A POINT THEREIN; THENCE NORTH 49°55'20" WEST ALONG SAID I-95 RIGHT OF WAY, 216.78 FEET TO A POINT THEREIN; THENCE NORTH 12°04'00" WEST ALONG SAID RIGHT OF WAY, 226.11 FEET; THENCE NORTH 40°30'58" EAST ALONG SAID RIGHT OF WAY 106.21 FEET TO A POINT LYING IN THE CENTERLINE OF VACATED ATLANTIC ROAD BEING A 60 FOOT RIGHT OF WAY; THENCE SOUTH 49°29'00" EAST ALONG SAID CENTERLINE, 491.75; THENCE SOUTH 40°10'06" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

PROJECT TEAM

CIVIL ENGINEER

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OWNER/DEVELOPER

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SURVEYOR:

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ORLANDO, FLORIDA 32810
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EMAIL: JLEVINER@LJA.COM

LANDSCAPE ARCHITECT:

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ORLANDO, FL 32801
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PHONE: (407) 427-1629
EMAIL: MATT.FRANKO@KIMLEY-HORN.COM

UTILITY PROVIDERS

WATER/SEWER:

CITY OF ORMOND BEACH
50A N ORCHARD ST
ORMOND BEACH, FL 32174
PHONE: (386) 676-3583

TELEPHONE:

AT&T / DISTRIBUTION
1120 S ROGERS CIR
BOCA RATON, FL 33487
CONTACT: DINO FARRUGGIO
PHONE: (561) 997-0240

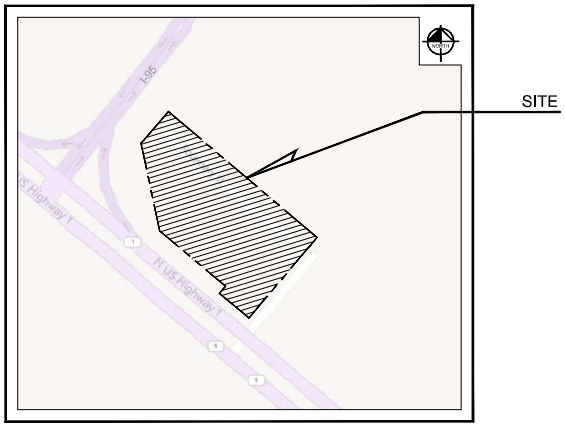
POWER:

FLORIDA POWER & LIGHT
4215 UP THE GROVE LN
ENV/WPB BLDG 8
WEST PALM BEACH, FL 33407
CONTACT: JOEL BRAY
PHONE: (386) 585-6403

GAS:

TECO PEOPLES GAS - DAYTONA
8416 PALM RIVER RD
TAMPA, FL 33619
CONTACT: HEATH MCARDLE
PHONE: (407) 420-5674

FDOT NOTE: ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFIRM TO THE LATEST EDITIONS OF THE FDOT DESIGN PLAN INDEXES, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL



SECTIONS 36, TOWNSHIP 13, RANGE 31

LOCATION MAP

N.T.S.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0.0	COVER
C1.0	GENERAL NOTES
C2.0	STORMWATER POLLUTION PREVENTION PLAN
C2.1	EROSION CONTROL DETAILS
C3.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C4.0	SITE PLAN
C4.1	TRUCK ROUTING PLAN
C5.0	PAVING AND GRADING PLAN
C5.1	DRAINAGE PLAN
C5.2	CONTROL STRUCTURE DETAIL
C6.0	UTILITY PLAN
C6.1	LIFT STATION DETAIL
C7.0	GENERAL CONTRUCTION DETAILS
C7.1-C7.37	STORMTRAP DETAILS
C8.0	CITY OF ORMOND BEACH DETAILS
C8.1	CITY OF ORMOND BEACH DETAILS
L0.50	TREE MITIGATION PLAN
L0.51	TREE INVENTORY CHART AND CALCULATIONS
L0.52	TREE MITIGATION SPECIFICATIONS
L1.00	OVERALL LANDSCAPE PLAN
L1.50	LANDSCAPE DETAILS
L1.51	LANDSCAPE DETAILS
L1.52	LANDSCAPE SPECIFICATIONS
L2.00	OVERALL IRRIGATION PLAN
L2.50	IRRIGATION DETAILS
L2.51	IRRIGATION SPECIFICATIONS

PREPARED BY

Kimley»Horn

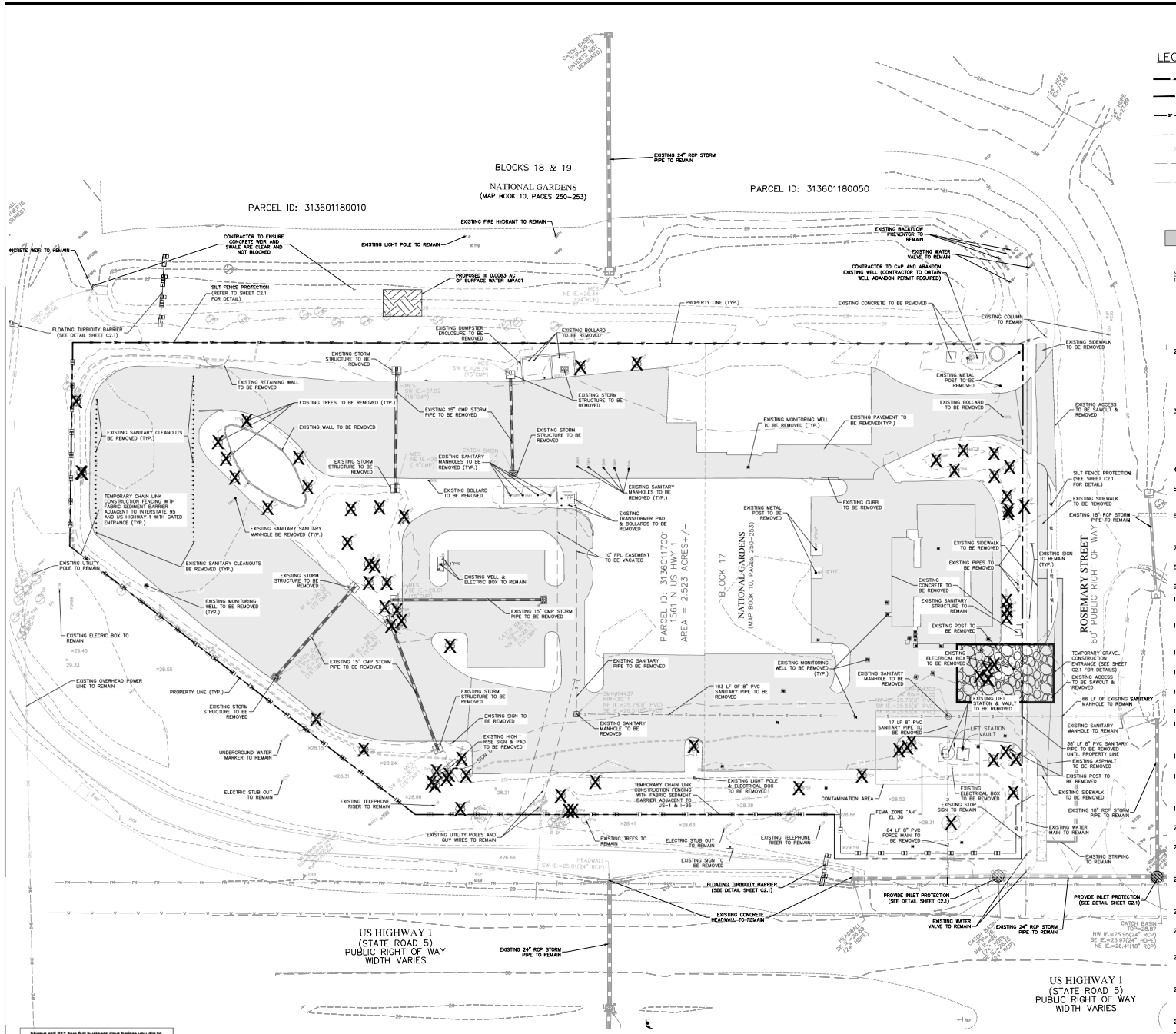
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
1530 CORNERSTONE BLVD, 200A, DAYTONA BEACH, FL 32801
PHONE: (386) 271-0282
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

Digitally signed by Jarod Stubbs
Date: 2025.10.15 19:26:45-04'00'

10/15/2025
JAROD C. STUBBS, P.E.
89387

No.	REVISIONS	DATE	BY

SHEET NUMBER
C0.0



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND:

- PROPERTY LINE (TYP.)
- RIGHT OF WAY
- CONSTRUCTION FENCING
- 92 EXISTING CONTOUR
- ×28.43 EXISTING SPOT ELEVATION
- EXISTING EASEMENT
- EXISTING OVERHEAD UTILITY LINE
- EXISTING TREES TO BE REMOVED
- INLET PROTECTION
- EXISTING PAVEMENT TO BE REMOVED

NOTES:

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE EXISTING UTILITY INFORMATION SHOWN IS BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY DONALD W MCINTOSH ASSOCIATES, INC. (01/30/25) AS WELL AS UTILITY MAPS PROVIDED BY THE LOCAL MUNICIPALITIES. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THIS AREA PRIOR TO CONSTRUCTION WORK.
2. ELEVATIONS SHOWN ON THIS PLAN ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON THE FOLLOWING BENCHMARKS:

   A) RTK-GPS CORRECTION READINGS BROADCAST BY THE FLORIDA PERMANENT REFERENCE NETWORK, GLOBAL NAVIGATION SATELLITE SYSTEM, MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, GEOID PROJECTION FPRN18.
3. CONTRACTOR IS TO VERIFY EXISTING SANITARY, STORM, WATER, ELECTRIC, PHONE, CABLE, AND NATURAL GAS SERVICES TO BUILDINGS SCHEDULED FOR DEMOLITION. SERVICES ARE TO BE ISOLATED FROM THE MAIN UTILITY SERVICE CONNECTIONS, AND CAPPED AND/OR REMOVED AS REQUIRED BY THE UTILITY PROVIDER. UTILITY SERVICES ARE TO BE ISOLATED IN A MANNER THAT WILL INSURE THAT ADJACENT PROPERTIES REMAIN CONNECTED WITHOUT EXPERIENCING AN INTERRUPTION OF SERVICE.
4. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR DEMOLITION REQUIREMENTS OF ELECTRICAL SYSTEMS.
5. ALL UNDERGROUND UTILITIES WITHIN PROJECT LIMITS SHALL BE REMOVED (WHETHER SHOWN OR NOT) CUT AND CAPPED AT PROPERTY LINE.
6. IF EXISTING UTILITIES ARE DISCOVERED THAT ARE NOT IDENTIFIED BY THE CONSTRUCTION DOCUMENTS, AND WILL BE IMPACTED BY THE CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY PRIOR TO PROCEEDING WITH CONSTRUCTION.
7. ALL VEGETATION TO BE REMOVED WITHIN LIMITS OF WORK UNLESS NOTED TO REMAIN.
8. CONTRACTOR SHALL REVIEW THE ENVIRONMENTAL SITE ASSESSMENT AND GEOTECHNICAL REPORT PRIOR TO CONSTRUCTION.
9. REFER TO SWPPP SHEET C2.0 FOR ADDITIONAL NOTES AND DETAILS.
10. THE CONTRACTOR SHALL INSPECT EROSION & SEDIMENT CONTROL EFFORTS DAILY TO DETERMINE EFFECTIVENESS. ANY NECESSARY REMEDIES SHALL BE PERFORMED IMMEDIATELY.
11. UTILIZE SOCK DRAIN (OR EQUIVALENT) IN FRONT OF EXISTING/PROPOSED INLETS ADJACENT TO THE CONSTRUCTION ACTIVITIES. SEE DETAIL ON SHEET C2.1.
12. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS. SEE DETAIL ON SHEET C2.1.
13. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER THE EXISTING UTILITIES.
14. ALL UNDERGROUND UTILITIES SHALL BE CUT AND CAPPED AT THE PROPERTY BOUNDARY, UNLESS OTHERWISE NOTED.
15. ALL EXCESS FILL MATERIAL SHALL BE HAULED OFF SITE.
16. NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY, WETLAND OR STORMWATER COLLECTION FACILITY.
17. DEWATERING ACTIVITIES SHALL NOT RESULT IN ANY DISCHARGE OF WATER WITH TURBIDITY GREATER THAN 29 NTU'S FROM THE SITE.
18. SHOULD ANALYTICAL RESULTS FROM GROUNDWATER SAMPLES DETERMINE THAT THE SITE IS CONTAMINATED, A CITY WASTEWATER INDUSTRIAL WASTE PRE-TREATMENT GROUNDWATER PERMIT MUST BE OBTAINED FOR PROPER DISPOSAL INTO THE CITY SANITARY SYSTEM.
19. IF DEWATERING ACTIVITIES ARE REQUIRED, PLEASE PROVIDE A COPY OF THE FDEP DEWATERING PERMIT.
20. EXISTING LIFT STATION AND COMPONENTS TO BE DISPOSED OF IN ACCORDANCE WITH FDEP REGULATIONS
21. THE CONTRACTOR SHALL INSTALL A CONSTRUCTION FENCE AROUND THE PERIMETER OF THE LIMITS OF WORK, ADJACENT TO THE SILT FENCE, AS NEEDED. EXCEPT WHERE SIGHT LINES MAY BE OBSTRUCTED FOR TRAFFIC EXITING THE SITE.
22. A TEMPORARY FENCE NOT EXCEEDING 8 FEET IN HEIGHT MAY BE ERECTED DURING CONSTRUCTION. SUCH FENCE SHALL BE REMOVED PRIOR TO ANY CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLETION BEING APPROVED.
23. ALL SIDEWALK CLOSURES SHALL BE IN COMPLIANCE WITH FDOT INDEX 102-660.
24. CONTRACTOR TO FOLLOW THE GUIDANCE AND RECOMMENDATIONS AS SPECIFIED WITHIN THE SUBSURFACE SOIL EXPLORATION GEOTECHNICAL ENGINEERING REPORT PERFORMED BY TERRACON DATED 05/25/2025.
25. PROJECT AREA WITHIN LIMITS OF WORK IS TO BE CLEARED AND GRUBBED PER FDOT STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE NOTED. REFER TO SHEETS L1.50 FOR TREE PROTECTION AND REMOVAL DETAILS.
26. THE CONTRACTOR IS REQUIRED TO VIDEO OR OTHERWISE DOCUMENT THE EXISTING CONDITIONS ON RIGHT-OF-WAY AND ADJACENT PARCELS TO AVOID HAVING TO REPAIR DAMAGES NOT CAUSED DURING CONSTRUCTION.
27. REFER TO LANDSCAPE PLAN FOR TREES PROPOSED TO REMAIN.
28. SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AT PAVEMENT AND LEVEL ALL FINISH COURSE AS NECESSARY TO MAINTAIN UNIFORM ROADWAY CROWN AND TRAVEL LANES.
29. ALL LIVE ELECTRICAL BOXES TO BE REPAIRED DURING DEMOLITION TO AVOID TRIPPING HAZARDS

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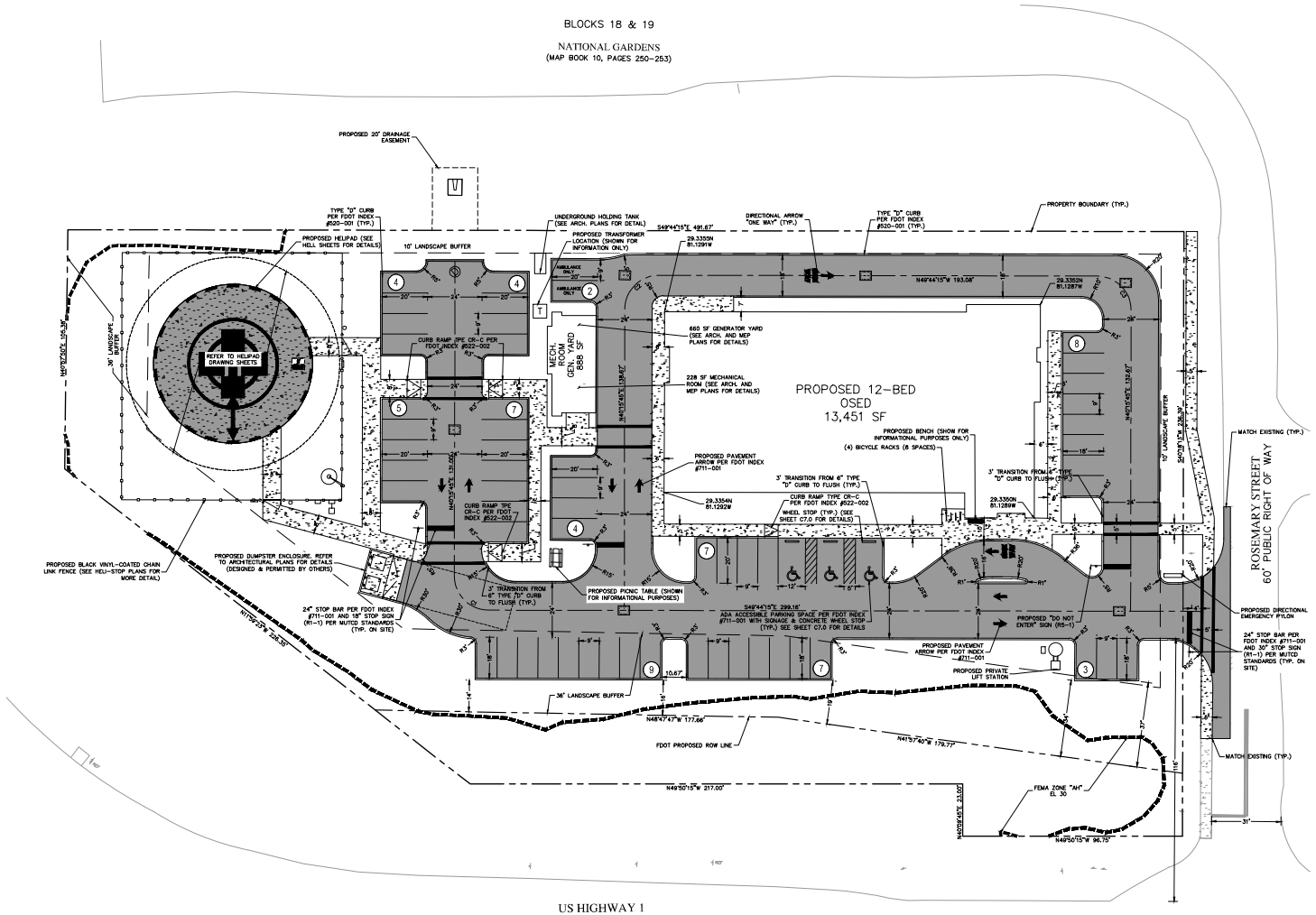
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DATE	SUBMISSION	NO

EXISTING CONDITIONS AND DEMOLITION PLAN

PROJ. NO. 149633019 SHEET
DRAWN DJK
C3.0

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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

OVERALL SITE DATA

SITE ACREAGE CALCULATION:
GROSS SITE AREA: 2.47 ACRES
MAX. FAR: 0.60
PROPOSED FAR: 0.13

PROPOSED INTERIOR BUILDING AREA:
EMERGENCY DEPARTMENT FLOOR AREA: 13,451 SF
MECHANICAL ROOM FLOOR AREA: 888 SF
TOTAL FLOOR AREA: 14,339 SF

MAX. BUILDING HEIGHT: 75 FEET
PROPOSED BUILDING HEIGHT: 29 FEET

FUTURE LAND USE/ZONING: LOW INTENSITY COMMERCIAL (LIC)

PROPOSED USE: EMERGENCY DEPARTMENT

ADJACENT FUTURE LAND USE/ZONING:
NORTH: LOW INTENSITY COMMERCIAL (LIC)
EAST: LOW INTENSITY COMMERCIAL (LIC)
SOUTH: LOW INTENSITY COMMERCIAL (LIC)
WEST: LOW INTENSITY COMMERCIAL (LIC)

EXISTING USE: VACANT
PROPOSED USE: 12-BED OFF-SITE EMERGENCY DEPARTMENT

BUILDING SETBACKS	REQUIRED	PROVIDED
NORTH:	20 FEET	36 FEET
EAST:	20 FEET	63 FEET
SOUTH:	20 FEET	66 FEET
WEST:	20 FEET	36 FEET

LANDSCAPE BUFFERS:	REQUIRED:	PROVIDED:
NORTH:	10 FEET	10 FEET
EAST:	10 FEET	10 FEET
SOUTH:	36 FEET	MIN 14 FEET (36 FEET AVG)
WEST:	60 FEET	8.39 FEET

IMPERVIOUS COVERAGE:
TOTAL MAX. IMPERVIOUS COVERAGE (75%) = 2.47 AC X 0.75 = 1.85 AC
PROPOSED IMPERVIOUS AREA:
BUILDING AREA = 0.33 AC
PAVEMENT AREA = 0.82 AC
CONCRETE SIDEWALK AREA = 0.11 AC
TOTAL PROPOSED IMPERVIOUS AREA: 1.26 AC (51.01%)
TOTAL PROPOSED PERVIOUS AREA: 1.24 AC (48.99%)

REQUIRED PARKING SPACES:
FOR MEDICAL OFFICE/CLINIC:
1 PARKING SPACE FOR EACH 2 BEDS, PLUS 1 SPACE FOR EACH STAFF DOCTOR, PLUS 1 PARKING SPACE FOR EACH 2 EMPLOYEES ON THE LARGEST SHIFT
TOTAL REQUIRED SPACES: 24 SPACES

PROPOSED PARKING SPACES:
PROPOSED STANDARD SPACES: 55 SPACES
PROPOSED HANDICAP SPACES: 3 SPACES
PROPOSED EMERGENCY VEHICLE SPACES: 2 SPACES
TOTAL PROPOSED SPACES: 60 SPACES

REQUIRED BICYCLE PARKING:
0.1 SPACE/REQUIRED PARKING SPACE: 7 SPACES
TOTAL PROPOSED BICYCLE SPACES: 8 SPACES

GENERAL NOTES:
1. ALL RADII ARE TO BE 3' UNLESS OTHERWISE NOTED.
2. ALL MEASUREMENTS TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. SAW CUT EXISTING PAVEMENT AT A CLEAN EDGE AT PAVEMENT AND LEVEL. ALL FINISH COURSE AS NECESSARY TO MAINTAIN UNIFORM ROADWAY CROWN AND TRAVEL LANES.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	15.00'	23.56'	S4°44'15"E	21.21'	90°00'00"	15.00'
C2	15.00'	23.56'	S85°15'45"W	21.21'	90°00'00"	15.00'
C3	15.00'	23.56'	N4°44'15"W	21.21'	90°00'00"	15.00'

LEGEND
- PROPERTY BOUNDARY
- LANDSCAPE BUFFER
- PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET C7.0)
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET C7.0)
- (X) PROPOSED PARKING COUNT

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Jarrod Christopher Stubbs, P.E.
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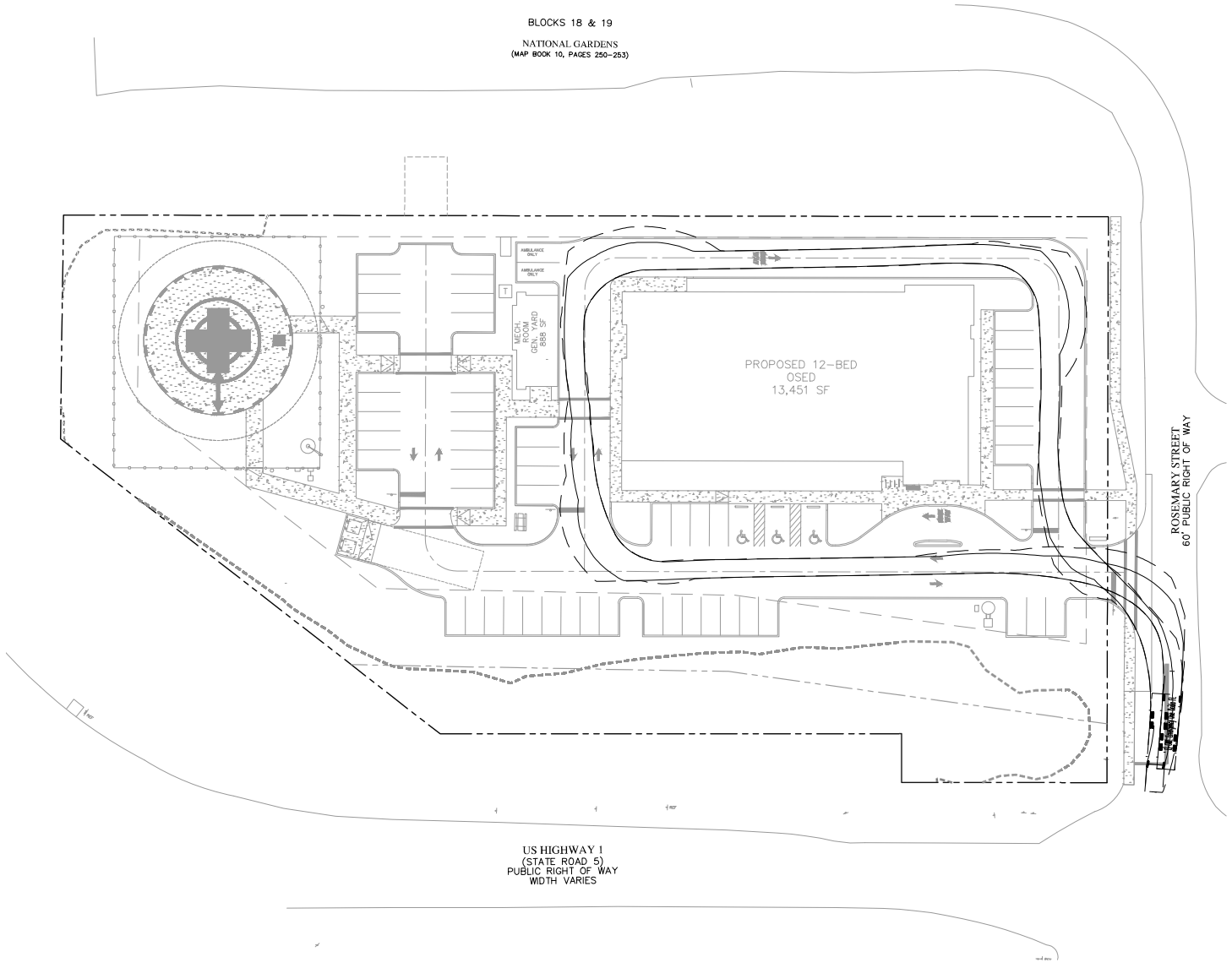
Hunton Brady ARCHITECTS

DATE	SUBMISSION	NO

SITE PLAN

PROJ. NO. 149633019 SHEET
DRAWN DJK C4.0

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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND

- CENTER PATH LINE
- WHEEL PATH
- BODY OUTLINE

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FL LICENSED NO. 89387

TO THE BEST OF THE KNOWLEDGE OF THE ARCHITECTS WHO ENDORSE, THIS PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS

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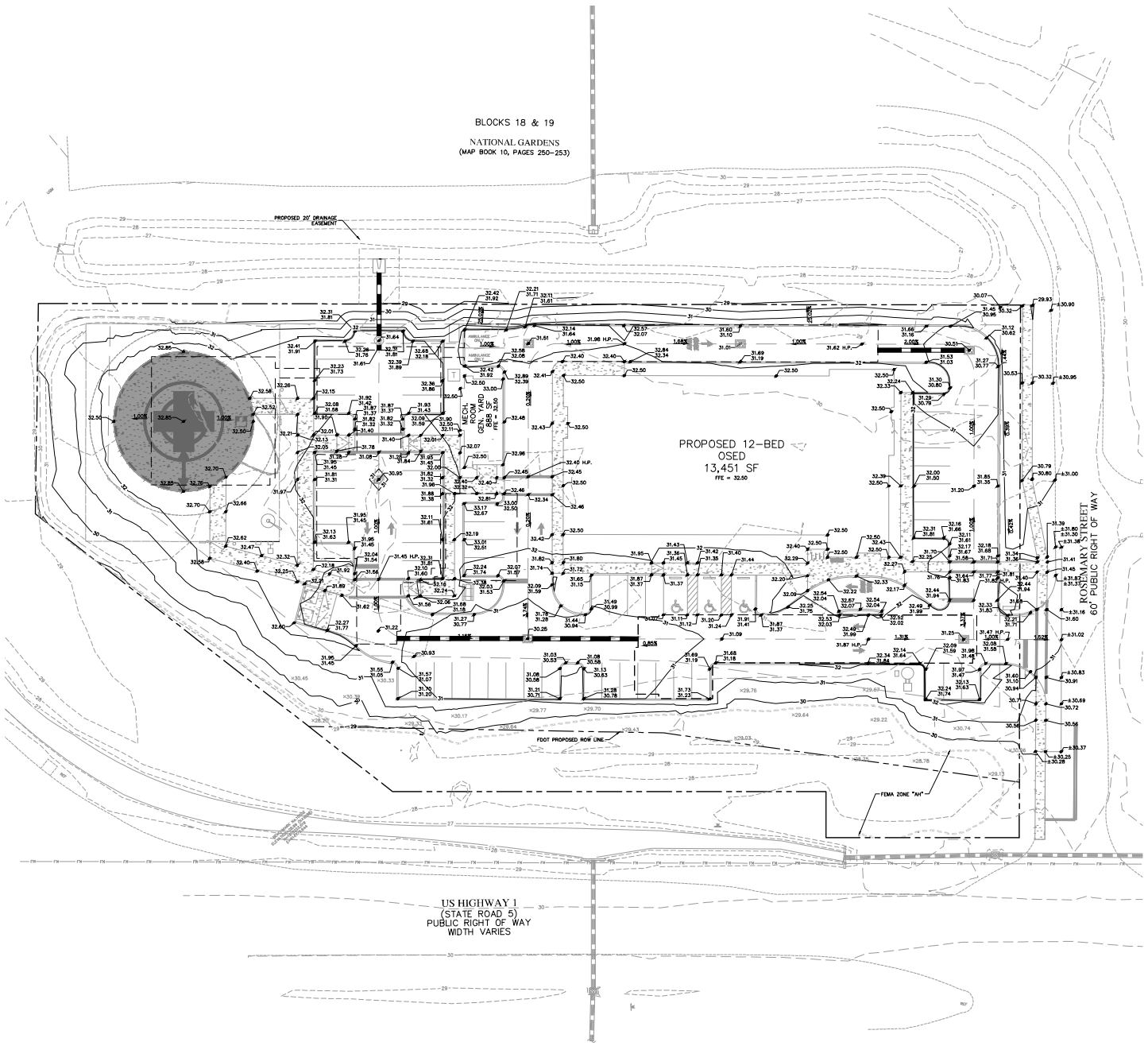
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TRUCK ROUTING PLAN

PROJ. NO. 149633019 SHEET
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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND

- PROPERTY BOUNDARY
- 100.00 — PROPOSED SPOT ELEVATION
- 100.50 / 100.00 — PROPOSED TOP OF CURB/PAVEMENT ELEVATION
- ±100.00 — PROPOSED SPOT ELEVATION TO MATCH EXISTING GRADE
- × 101.99 — EXISTING SPOT ELEVATION
- 92 — EXISTING CONTOUR
- 78 — PROPOSED CONTOUR
- PROPOSED STORM PIPE
- EXISTING STORM PIPE
- PROPOSED EXFILTRATION OUTLINE
- PROPOSED STORM STRUCTURES
- EXISTING STORM STRUCTURES
- X.XX% — FLOW ARROW

PGD NOTES:

1. ALL STORM SEWER PIPING MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH STANDARDS AND SPECIFICATIONS.
2. CONNECT ALL ROOF DOWNSPOUTS TO 6-INCH HDPE LATERALS. CONNECT LATERALS TO 12-INCH HDPE TRUNK LINES EXTENDING TO STRUCTURES WITH MIN. 1.0% SLOPE, MIN. 18" COVER.
3. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT INDEX #430-001.
4. FOR EROSION CONTROL NOTES AND DETAILS, REFER TO SHEET C2.1.
5. STORM CLEAN-OUTS LOCATED IN SIDEWALK AREAS SHALL BE FLUSH WITH ADA PEDESTRIAN FRIENDLY TOPS.
6. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED TO COMPLY WITH A.D.A. SPECIFICATIONS AND NOT TO EXCEED MAX. 2.08% CROSS SLOPE (1:48) AND MAX 5% RUNNING SLOPE (1:20).
7. PROPOSED GRADES TO MATCH EXISTING ELEVATIONS AT PROPERTY LINE UNLESS OTHERWISE NOTED 4H:1V MAXIMUM SLOPE.
8. PER FDOT SECTION 300-6.1: CLEAN THE SURFACE TO BE PRIMED AND ENSURE THAT THE MOISTURE OF THE BASE DOES NOT EXCEED 50% OF THE OPTIMUM MOISTURE. ENSURE THAT THE TEMPERATURE OF THE PRIME COAT IS AT 150 DEGREES F. APPLY THE PRIME COAT ON A DRY SURFACE. DISTRIBUTION & PROPER APPLICATION SPREAD RATE WILL BE AT 1/6 WHICH IS SUFFICIENT TO COAT THE BASE MATERIAL UNIFORMLY WITH NO EXCESS.
9. PER FDOT SECTION 311-5.2: APPLY SAND UNIFORMLY AND FREE OF FOREIGN MATERIALS. THEN ROLL THE ENTIRE PRIMED AND SANDED AREA WITH A RUBBER TIRE TRAFFIC ROLLER. PRIOR TO PUTTING DOWN THE ASPHALT, SWEEP THE ENTIRE AREA OF EXCESS SAND TO PREPARE FOR PAVING.

DATUM/BENCHMARKS:

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD88 DATUM BASED ON FDOT (FLORIDA DEPARTMENT OF TRANSPORTATION) BENCHMARK "922050003", ELEVATION 28.91 (NAVD88), BEING A 3.5" BRASS DISK IN A CONCRETE BASIN STAMPED "DSPNO 922050 003."

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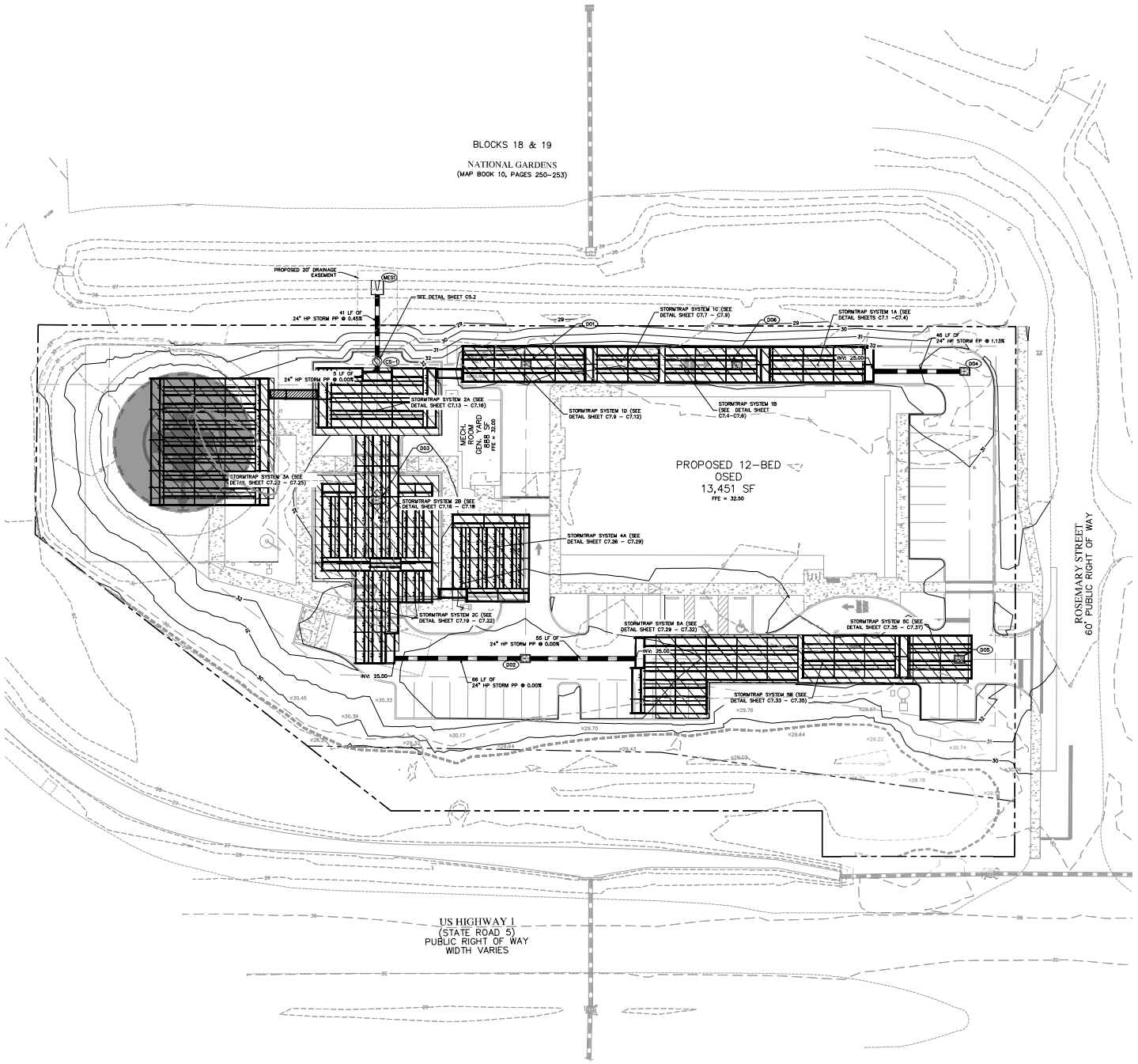
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PAVING AND GRADING PLAN

PROJ. NO. 149633019 SHEET
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GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND

- PROPERTY BOUNDARY
- PROPOSED STORM PIPE
- EXISTING STORM PIPE
- PROPOSED STORM STRUCTURES
- EXISTING STORM STRUCTURES
- PROPOSED STORMTRAP SYSTEM

NOTES:

1. ALL STORM SEWER PIPING MATERIALS SHALL BE IN ACCORDANCE WITH ORMOND BEACH STANDARDS AND SPECIFICATIONS.
2. CONNECT ALL ROOF DOWNSPOUTS TO 8-INCH HDPE LATERALS. CONNECT LATERALS TO 12-INCH HDPE TRUNK LINES EXTENDING TO STRUCTURES WITH MIN. 1.0% SLOPE, MIN. 16" COVER.
3. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT INDEX #430-001.
4. FOR EROSION CONTROL NOTES AND DETAILS, REFER TO SHEETS C2.0-C2.1.
5. STORM CLEAN-OUTS LOCATED IN SIDEWALK AREAS SHALL BE FLUSH WITH ADA PEDESTRIAN FRIENDLY TOPS.
6. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED TO COMPLY WITH A.D.A. SPECIFICATIONS AND NOT TO EXCEED MAX. 2.08% CROSS SLOPE (1:48) AND MAX 5% RUNNING SLOPE (1:20).
7. CONTRACTOR TO FOLLOW THE GUIDANCE AND RECOMMENDATIONS AS SPECIFIED WITH THE SUBSURFACE SOIL EXPLORATION GEOTECHNICAL ENGINEERING REPORT(S) PERFORMED BY TERRACON DATED MAY 29, 2024.
8. INLET GRATES ARE REQUIRED TO BE CHAINED PER FDOT STANDARD PLANS INDEX #430-001.
9. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC. THE FILTER FABRIC SHALL BE IN ACCORDANCE WITH FDOT INDEX #430-001. PROVIDE A MINIMUM 12" OVERLAP.
10. MINIMUM BUILDING FINISHED FLOOR ELEVATION IS 32.50 FT.

DATUM/BENCHMARKS:

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD88 DATUM BASED ON FDOT (FLORIDA DEPARTMENT OF TRANSPORTATION) BENCHMARK "92205003", ELEVATION 28.91 (NAVD88), BEING A 3.5" BRASS DISK IN A CONCRETE BASIN STAMPED "DSPNC 92205 003."

STORM STRUCTURE TABLE

STRUCTURE NAME:	DETAILS:
CS-1	TYPE "P-7" MANHOLE PER FDOT INDEX #425-010 (SEE DETAIL SHEET C5.2) TOP: 31.11 SW. INV IN: 25.00 (24" HP STORM PP) NE. INV OUT: 27.00 (24" HP STORM PP)
D01	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 31.01
D02	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 30.25 NW. INV OUT: 25.00 (24" HP STORM PP) SE. INV OUT: 25.00 (24" HP STORM PP)
D03	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 30.45
D04	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 30.61 NW. INV OUT: 25.51 (24" HP STORM PP)
D05	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 31.25
D06	TYPE "D" INLET ER FDOT INDEX #425-052 TOP: 31.01
MES1	MITERED END SECTION PER FDOT INDEX #430-022 TOP: 28.39 SW. INV IN: 26.81 (24" HP STORM PP)

Stormwater System:	Top of System Elevation (ft.) (NAVD 88)	Bottom of System Elevation (ft.) (NAVD 88)	Surface Area (SF)
StormTrap System 1	1A - 29.25 1B - 29.75 1C - 30.50 1D - 30.00	28.00	±3,755
StormTrap System 2	2A - 29.75 2B - 29.33 2C - 29.75	28.00	±6,752
StormTrap System 3	30.75	29.00	±3,762
StormTrap System 4	30.08	28.00	±1,558
StormTrap System 5	5A - 29.75 5B - 30.00 5C - 29.25	28.00	±4,354

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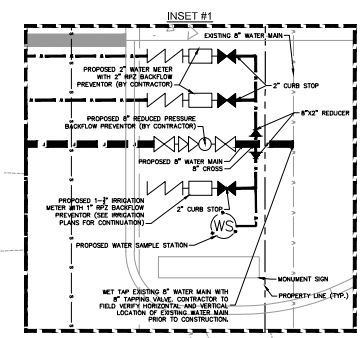
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DRAINAGE PLAN

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SANITARY SEWER STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
LS-1	LIFT STATION TOP: 24.14 SE. INV IN: 23.60 (6" PVC)



GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

LEGEND

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- PROPOSED POTABLE WATER LINE
- PROPOSED FIRE LINE
- PROPOSED FIRE HYDRANT
- PROPOSED FDC
- PROPOSED SANITARY SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING EXFILTRATION OUTLINE
- EXISTING STORM PIPE
- EXISTING STORM STRUCTURE

BLOCKS 18 & 19

NATIONAL GARDENS
(MAP BOOK 10, PAGES 250-253)

EXISTING FIRE HYDRANT

PROPOSED 20' DRAINAGE EASEMENT

PROPERTY LINE (TYP.)

TRANSFORMER LOCATION SHOWN FOR COORDINATION PURPOSES ONLY.

TRAFFIC-BEARING CLEAN OUT INV. OUT: 26.50

16 LF OF 6" PVC @ 1.00%

CLEAN-OUT INV IN: 26.20

13 LF OF 6" PVC @ 1.00%

3 LF OF 6" PVC @ 0.50%

TRAFFIC-BEARING CLEAN OUT INV IN: 28.28

MECH. ROOM SLAB EL. 35.00 FFE: 32.50

PROPOSED 12-BED OSED 13,451 SF FFE:32.50

4" FIRE SERVICE (DESIGNED AND PERMITTED BY OTHERS)

(2) 2" POTABLE WATER SERVICES (SEE MEP PLAN FOR CONTINUATION)

(3) 90 DEGREE BENDS

PRIVATE FIRE HYDRANT ASSEMBLY (DESIGNED & PERMITTED BY OTHERS)

PROPOSED FDC (DESIGNED & PERMITTED BY OTHERS.

4" POST-INDICATOR VALVE (FV-4)

8"X4" TEE

2" PVC WATER MAIN

TWO (2) 45° BENDS (TYP.)

8" PVC FIRE MAIN

PROPOSED REDUCED PRESSURE BACKFLOW PREVENTER

LIFT STATION INV IN: 23.60
(SEE LIFT STATION DETAIL SHEET C8.1)

PROPOSED 4" FORCE MAIN

FDOT PROPOSED ROW LINE

PROPERTY LINE

CONNECT TO EXISTING FORCE MAIN (LOCATION TO BE VERIFIED BY CONTRACTOR & TO NOTIFY ENGINEER OF ANY DESCREPENCIES)

US HIGHWAY 1
(STATE ROAD 5)
PUBLIC RIGHT OF WAY
WIDTH VARIES

PRIVATE FIRE HYDRANT ASSEMBLY (DESIGNED & PERMITTED BY OTHERS)

WET TAP EXISTING 8" WATER MAIN WITH 8" TAPPING VALVE. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION.

30 LF OF 6" PVC @ 1.00%

CLEAN-OUT INV OUT: 25.14

CLEAN-OUT INV OUT: 25.58

21 LF OF 6" PVC @ 1.00%

7 LF OF 6" PVC @ 1.00%

ROSEMARY STREET
60' PUBLIC RIGHT OF WAY

CROSSING #1 (MIN. 12" VERTICAL SEPARATION)

CROSSING #2 (MIN. 12" VERTICAL SEPARATION)

CROSSING #3 (MIN. 12" VERTICAL SEPARATION)

109 LF OF 6" PVC @ 1.00%

SEE INSET #1 FOR MORE DETAIL (ON SHEET)

TWO (2) 45° BENDS (TYP.)

TWO (2) 45° BENDS (TYP.)

2" PVC WATER SERVICE

11 LF OF 6" PVC @ 1.00%

CLEAN-OUT INV IN: 23.93

33 LF OF 6" PVC @ 0.84%

EXISTING 8" WATER MAIN

PROPOSED 4" GATE VALVE; A TEMPORARY CAP SHALL BE INSTALLED DURING REMOVAL OF EXISTING LIFT STATION AND FORCE MAIN

GENERAL UTILITY NOTES:

1. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES FOR CONSISTENCY WITH THE CONSTRUCTION PLANS. IF A CONSIDERABLE DISCREPANCY IS FOUND, CONTACT OWNER/ENGINEER PRIOR TO ANY PROPOSED CONSTRUCTION.
2. ALL PRIVATE FIRE SERVICE MAINS LOCATED DOWNSTREAM OF THE POINT OF SERVICE SHALL BE INSTALLED BY A QUALIFIED AND LICENSED CONTRACTOR. CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE FIRE CODES. CONTRACTOR TO VERIFY REQUIREMENTS BEFORE START OF CONSTRUCTION.
3. ALL ONSITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
4. MAINTAIN A MINIMUM OF 3-FT OF COVER OVER ALL PROPOSED WATER AND WASTEWATER LINES.
5. ALL SANITARY CLEAN-OUTS WITHIN ASPHALT PAVEMENT SHALL BE TRAFFIC BEARING.
6. REFER TO PLUMBING & ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION REGARDING BUILDING UTILITIES AND REQUIRED CONDUITS/SLEEVES.
7. CONTRACTOR TO COORDINATE COMMUNICATION BOX LOCATIONS AND SERVICE LINES WITH SERVICE PROVIDER AND OWNER.
8. CONTRACTOR TO COPY UTILITY PROVIDERS WITH ALL MATERIALS TESTING PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY.
9. CONTACT YOUR DESIGNATED ORMOND BEACH INSPECTOR AT THE CONSTRUCTION DIVISION AT TO SCHEDULE A MEETING PRIOR TO INITIATING CONSTRUCTION TO DISCUSS INSPECTION REQUIREMENTS.
10. MAINTAIN MINIMUM CLEARANCES PER FDEP CRITERIA (FIGURE A116-1 AND A116-2) FOR ALL MAINS & LATERALS.
11. CONTRACTOR TO PROVIDE AS-BUILT CROSSING INFORMATION OF ALL GRAVITY & PRESSURE PIPES.
14. ALL UTILITIES (INCLUDING PUMP STATION IF APPLICABLE) LOCATED OUTSIDE PUBLIC RIGHT-OF-WAYS AND PUBLIC EASEMENTS SHALL BE PRIVATELY OWNED AND MAINTAINED.
15. MAINTAIN A MINIMUM OF 3 FEET OF COVER OVER ALL PROPOSED WATER, WASTEWATER, AND RECLAIMED WATER LINES.

FIRE PROTECTION SERVICE NOTES:

1. ALL UNDERGROUND MAINS SERVING FIRE HYDRANTS OR FIRE PROTECTION SPRINKLER SYSTEMS ON PRIVATE PROPERTY MUST BE PERMITTED PRIOR TO INSTALLATION. THE DRAWING SHALL INDICATE THAT ALL UNDERGROUND FIRE MAINS WILL BE INSTALLED IN ACCORDANCE WITH NFPA 24: "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES" (LATEST ED.). [F.A.C. 69A-60.005(2)]
2. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED NO MORE THAN 100 FT FROM THE NEAREST FIRE HYDRANT. [NFPA 14:6.3.6.4]
3. ALL FIRE SERVICE MAIN LOCATED DOWNSTREAM OF THE FIRE POINT OF SERVICE (POS) SHALL BE INSTALLED BY A QUALIFIED AND LICENSED CONTRACTOR. CONSTRUCTION AND MATERIALS SHALL COMPLY WITH APPLICABLE FIRE CODE. CONTRACTOR TO VERIFY REQUIREMENTS WITH THE CITY OF ORMOND BEACH PRIOR TO SHOP DRAWING REVIEW.
4. PROVIDE SIGNAGE FOR ALL PROPOSED FIRE DEPARTMENT CONNECTIONS (F.D.C.) INDICATING ITS LOCATION AND THE BUILDING IT SERVICES.
5. THIS UTILITY PLAN SHOULD NOT BE CONSIDERED A FIRE PROTECTION DOCUMENT AS REQUIRED BY NFPA 24. FIRE PROTECTION ENGINEERING DOCUMENTS PER NFPA 24 ARE REQUIRED TO BE SIGNED AND SEALED BY A LICENSED FIRE DESIGNER AND PROVIDED AS A SEPARATE UNDERGROUND FIRE PERMIT.
6. POINT OF SERVICE STARTS AT THE LOCATION INDICATED ON THE DRAWIN AND ENDS AT 1' ABOVE FINISHED FLOOR.
7. FIRE HYDRANT MUST BE CLEARED PRIOR TO VERTICAL CONSTRUCTION.
8. PRIOR TO FIRE LINE INSTALLATION, THE FLORIDA LICENSED CONTRACTOR SHALL SUBMIT LAYOUT DESIGN DRAWINGS TO THE OFFICE OF THE FIRE MARSHAL IF REQUIRED BY FLORIDA STATUE 553.79. DRAWINGS MUST BE SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER. THE DRAWINGS MUST SHOW ALL UNDERGROUND FIRE LINES AND COMPONENTS STARTING FROM THE POINT OF SERVICE AS DEFINED UNDER FLORIDA STATUE 633.102. THE DESIGN SHALL BE IN ACCORDANCE WITH THE CURRENT FLORIDA FIRE PREVENTION CODE AND ALL ADOPTED NFPA CODES AND STANDARDS

POTABLE WATER UTILITY NOTES:

1. ALL POTABLE WATER UTILITIES SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO BE FAMILIAR WITH THESE STANDARDS.
2. REFER TO ORMOND BEACH STANDARD NOTES & DETAILS, SHEETS C8.0-C8.1.
3. ALL UTILITY CROSSING CRITERIA PER RULE 62-555.314 SHALL BE MET.
4. TOTAL IRRIGABLE AREA IS 1.24 ACRES.

SANITARY WASTEWATER UTILITY NOTES:

1. ALL SANITARY WASTEWATER UTILITIES SHALL BE IN ACCORDANCE WITH "ORMOND BEACH UTILITIES STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE TO BE FAMILIAR WITH THESE STANDARDS.
2. ALL CLEAN-OUTS WITHIN THE PAVEMENT SHALL BE H-20 TRAFFIC BEARING.
3. ALL UTILITY CROSSING CRITERIA PER FIGURE A116-1 AND A116-2 SHALL BE MET.

DATUM/BENCHMARKS:

ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD88 DATUM BASED ON FDOT (FLORIDA DEPARTMENT OF TRANSPORTATION) BENCHMARK "92205003" , ELEVATION 28.91 (NAVD88), BEING A 3.5" BRASS DISK IN A CONCRETE BASIN STAMPED "DSPNC 92205 003."

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SEAL

JARROD C. STUBBS
LICENSED
No. 88387
STATE OF FLORIDA
PROFESSIONAL ENGINEER
FL LICENSED NO. 88387

THE SEAL AT THE TOP OF THIS SHEET IS ONLY APPLICABLE TO THE PLANS AND SPECIFICATIONS BEARING THE ENTITY STAMP.

AdventHealth Orlando

ORMOND BEACH OSED

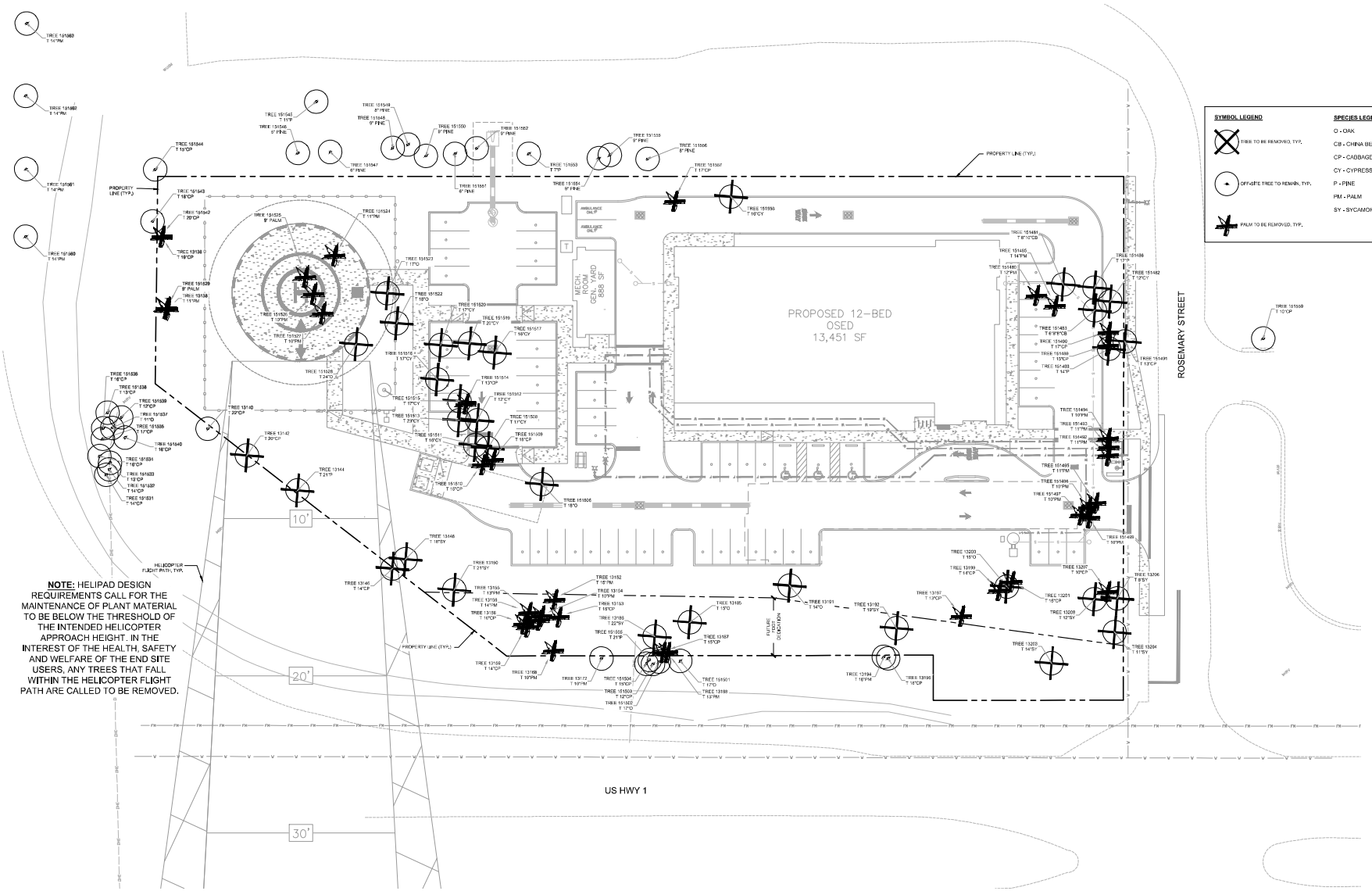
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DATE	SUBMISSION	NO

UTILITY PLAN

PROJ. NO. 149633019 SHEET
DRAWN DJK C6.0

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NOTE: HELIPAD DESIGN REQUIREMENTS CALL FOR THE MAINTENANCE OF PLANT MATERIAL TO BE BELOW THE THRESHOLD OF THE INTENDED HELICOPTER APPROACH HEIGHT. IN THE INTEREST OF THE HEALTH, SAFETY AND WELFARE OF THE END SITE USERS, ANY TREES THAT FALL WITHIN THE HELICOPTER FLIGHT PATH ARE CALLED TO BE REMOVED.

SEE SHEET L0.51 FOR TREE INVENTORY CHART, CALCULATIONS, AND CITY OF ORMOND BEACH TREE PROTECTION BARRICADE DETAIL

GRAPHIC SCALE IN FEET
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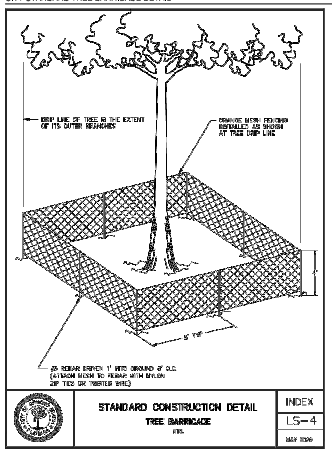
DATE	SUBMISSION	NO.

TREE MITIGATION PLAN

PROJ. NO. 149833019 SHEET
DRAWN NAA L0.50
9/26/2025

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CITY STANDARD TREE BARRICADE DETAIL



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
FDS

INDEX
LS-4
MAR 2024

TREE MITIGATION CHART: TREE INVENTORY

TREE NUMBER	SPECIES	DBH (INHES)	TREE MITIGATION CLASSIFICATION	STATUS	PROTECTED TREE LOCATION ON-SITE
13135	SABAL PALM	19		REMOVE	PERIMOLS
13138	SABAL PALM	11		REMOVE	PERIMOLS
13140	SABAL PALM	22		EXCLUDE	OFFSITE
13142	SABAL PALM	20		REMOVE	OFFSITE
13144	PINE	21	PROTECTED	REMOVE	PERIMOLS
13146	SABAL PALM	14		REMOVE	OFFSITE
13148	SYCAMORE	18	SPECIMEN	REMOVE	PERIMOLS
13150	SYCAMORE	21	SPECIMEN	REMOVE	PERIMOLS
13152	SABAL PALM	15		REMOVE	PERIMOLS
13153	SABAL PALM	16		REMOVE	PERIMOLS
13154	SABAL PALM	10		REMOVE	PERIMOLS
13155	SABAL PALM	13		REMOVE	PERIMOLS
13156	SABAL PALM	14		REMOVE	PERIMOLS
13158	SABAL PALM	16		REMOVE	PERIMOLS
13159	SABAL PALM	14		REMOVE	PERIMOLS
13168	SABAL PALM	10		REMOVE	PERIMOLS
13172	SABAL PALM	10		EXCLUDE	OFFSITE
13185	OAK	15	SPECIMEN	REMOVE	PERIMOLS
13186	SYCAMORE	22	SPECIMEN	REMOVE	PERIMOLS
13187	SABAL PALM	15		REMOVE	PERIMOLS
13188	SABAL PALM	13		REMOVE	PERIMOLS
13191	OAK	14	SPECIMEN	REMOVE	PERIMOLS
13192	SYCAMORE	19	SPECIMEN	REMOVE	PERIMOLS
13194	SABAL PALM	16		EXCLUDE	OFFSITE
13196	SABAL PALM	18		EXCLUDE	OFFSITE
13197	SABAL PALM	13		REMOVE	PERIMOLS
13199	SABAL PALM	14		REMOVE	PERIMOLS
13200	OAK	18	SPECIMEN	REMOVE	PERIMOLS
13201	SABAL PALM	15		REMOVE	PERIMOLS
13203	SYCAMORE	14	PROTECTED	REMOVE	PERIMOLS
13204	SYCAMORE	11	PROTECTED	REMOVE	PERIMOLS
13206	SYCAMORE	8	PROTECTED	REMOVE	PERIMOLS
13207	SABAL PALM	10		REMOVE	PERIMOLS
13208	SYCAMORE	12	PROTECTED	REMOVE	PERIMOLS
51480	SABAL PALM	12		REMOVE	IMPERMOLS
51481	SABAL PALM	13		REMOVE	IMPERMOLS
51482	CYPRESS	12	SPECIMEN	REMOVE	PERIMOLS
51483	SABAL PALM	13		REMOVE	PERIMOLS
51485	SABAL PALM	14		REMOVE	IMPERMOLS
51486	PINE	17	PROTECTED	REMOVE	PERIMOLS
51488	PINE	14	PROTECTED	REMOVE	PERIMOLS
51489	SABAL PALM	15		REMOVE	PERIMOLS
51490	SABAL PALM	17		REMOVE	PERIMOLS
51491	SABAL PALM	13		REMOVE	OFFSITE
51492	SABAL PALM	11		REMOVE	IMPERMOLS
51493	SABAL PALM	11		REMOVE	IMPERMOLS
51494	SABAL PALM	10		REMOVE	IMPERMOLS
51495	SABAL PALM	11		REMOVE	IMPERMOLS
51497	SABAL PALM	10		REMOVE	IMPERMOLS
51498	SABAL PALM	10		REMOVE	IMPERMOLS
51499	SABAL PALM	10		REMOVE	IMPERMOLS
51501	OAK	17		EXCLUDE	OFFSITE
51502	OAK	17		EXCLUDE	OFFSITE
51503	SABAL PALM	12		EXCLUDE	OFFSITE
51504	SABAL PALM	15		EXCLUDE	OFFSITE
51505	PINE	21		EXCLUDE	OFFSITE
51506	OAK	18	SPECIMEN	REMOVE	IMPERMOLS
51508	CYPRESS	17	SPECIMEN	REMOVE	IMPERMOLS
51509	SABAL PALM	18		REMOVE	IMPERMOLS
51510	SABAL PALM	15		REMOVE	IMPERMOLS
51511	CYPRESS	16	SPECIMEN	REMOVE	IMPERMOLS
51512	CYPRESS	12	SPECIMEN	REMOVE	IMPERMOLS
51513	CYPRESS	29	SPECIMEN	REMOVE	IMPERMOLS
51514	SABAL PALM	13		REMOVE	IMPERMOLS
51515	CYPRESS	17	SPECIMEN	REMOVE	IMPERMOLS
51516	CYPRESS	17	SPECIMEN	REMOVE	IMPERMOLS
51517	CYPRESS	16	SPECIMEN	REMOVE	IMPERMOLS
51519	CYPRESS	20	SPECIMEN	REMOVE	IMPERMOLS
51520	CYPRESS	17	SPECIMEN	REMOVE	IMPERMOLS
51522	OAK	18	SPECIMEN	REMOVE	PERIMOLS
51523	OAK	17	SPECIMEN	REMOVE	PERIMOLS
51524	SABAL PALM	11		REMOVE	IMPERMOLS
51525	SABAL PALM	9		REMOVE	IMPERMOLS
51526	SABAL PALM	10		REMOVE	IMPERMOLS
51527	SABAL PALM	10		REMOVE	IMPERMOLS
51528	OAK	24	SPECIMEN	REMOVE	PERIMOLS
51529	SABAL PALM	9		REMOVE	PERIMOLS
51531	SABAL PALM	14		EXCLUDE	OFFSITE
51532	SABAL PALM	14		EXCLUDE	OFFSITE
51533	SABAL PALM	13		EXCLUDE	OFFSITE
51534	SABAL PALM	16		EXCLUDE	OFFSITE
51535	SABAL PALM	17		EXCLUDE	OFFSITE
51536	SABAL PALM	16		EXCLUDE	OFFSITE
51537	OAK	11		EXCLUDE	OFFSITE
51538	SABAL PALM	13		EXCLUDE	OFFSITE
51539	SABAL PALM	12		EXCLUDE	OFFSITE
51540	SABAL PALM	16		EXCLUDE	OFFSITE
51542	SABAL PALM	20		REMOVE	PERIMOLS
51543	SABAL PALM	16		EXCLUDE	OFFSITE
51544	SABAL PALM	15		EXCLUDE	OFFSITE
51545	PINE	11		EXCLUDE	OFFSITE
51546	PINE	6		EXCLUDE	OFFSITE
51547	PINE	6		EXCLUDE	OFFSITE
51548	PINE	9		EXCLUDE	OFFSITE
51549	PINE	6		EXCLUDE	OFFSITE
51550	PINE	9		EXCLUDE	OFFSITE
51551	PINE	6		EXCLUDE	OFFSITE
51552	PINE	9		EXCLUDE	OFFSITE
51553	PINE	7		EXCLUDE	OFFSITE
51554	PINE	9		EXCLUDE	OFFSITE
51555	PINE	9		EXCLUDE	OFFSITE
51556	PINE	8		EXCLUDE	OFFSITE
51557	SABAL PALM	17		REMOVE	PERIMOLS
51558	CYPRESS	16	SPECIMEN	REMOVE	IMPERMOLS
51559	SABAL PALM	10		EXCLUDE	OFFSITE
51560	SABAL PALM	14		EXCLUDE	OFFSITE
51561	SABAL PALM	14		EXCLUDE	OFFSITE
51562	SABAL PALM	14		EXCLUDE	OFFSITE
51563	SABAL PALM	14		EXCLUDE	OFFSITE

TREE MITIGATION CALCULATIONS: SPECIMEN TREES

1561 US-1, Ormond Beach, FL 32174
Address: Ormond Beach, FL — Date: 4/15/2025
Lot size sq ft: 107,593 — Min Trees: 71.7
acreage: 2.47 — savedtrees: 0.0
Saved trees: 0.0

SPECIMEN TREES BEING REMOVED

Caliper	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea	Tree fund total
12	2	1	2	$ 307.00	$ 614.00
14	1	1	1	$ 418.00	$ 418.00
15	1	2	2	$ 460.00	$ 460.00
16	3	2	6	$ 546.00	$ 1,638.00
18	4	2	8	$ 690.00	$ 2,760.00
19	1	2	2	$ 789.00	$ 789.00
20	1	2	2	$ 863.00	$ 863.00
21	1	3	3	$ 940.00	$ 940.00
22	1	3	3	$ 1,032.00	$ 1,032.00
23	1	3	3	$ 1,120.00	$ 1,120.00
24	1	3	3	$ 1,220.00	$ 1,220.00
	TOTAL MITIGATION		35	TOTAL	$ 11,944.00

TREE MITIGATION CALCULATIONS: PROTECTED TREES

CITY OF ORMOND BEACH
TREE MITIGATION FORM

A. **Protected Trees:**

1. Number of protected trees to be removed due to impervious construction. 0 trees
2. Remainder of protected trees to be removed due to other construction. 7 trees
3. Calculate preserved tree density. Divide preserved protected trees by total area. 0 trees/acre

Tree density less than 50 trees/acre, proceed to #4.
or
Tree density more than 50 trees/acre, proceed to #5.

4. Enter number of trees from line #1: 0 ÷ 2 = 0 trees
Enter number of trees provided in #2. + 7 trees
Protected tree mitigation total (3 ½" caliper tree minimum) Total = 7 trees

TOTAL MITIGATION COST:
7 TREES X $163 = $1,141 TREE FUND PAYMENT

5. Protected tree mitigation total Enter number of trees from line #2 (3 ½" caliper tree minimum) Total = 7 trees

B. **Specimen Trees:**

The proposed site design must preserve and protect existing specimen trees as follows:

Number of Specimen Trees	Minimum Specimen Tree Protection Requirement
Less than (3) per acre or a portion thereof	80%
3.0 to 5.0 per acre	75%
5.1 to 8.0 per acre	50%
More than 8.0 per acre	(4) per Acre

Specimen Total 22 ÷ Total Acre 2.47 = 8.90 Trees Per Acre
4 per Acre % (percent required to save) (x) 1.00 Total Specimen Trees = 10 Min. Preservation
6 Specimen Trees Preserved

Revision 2/26/2025

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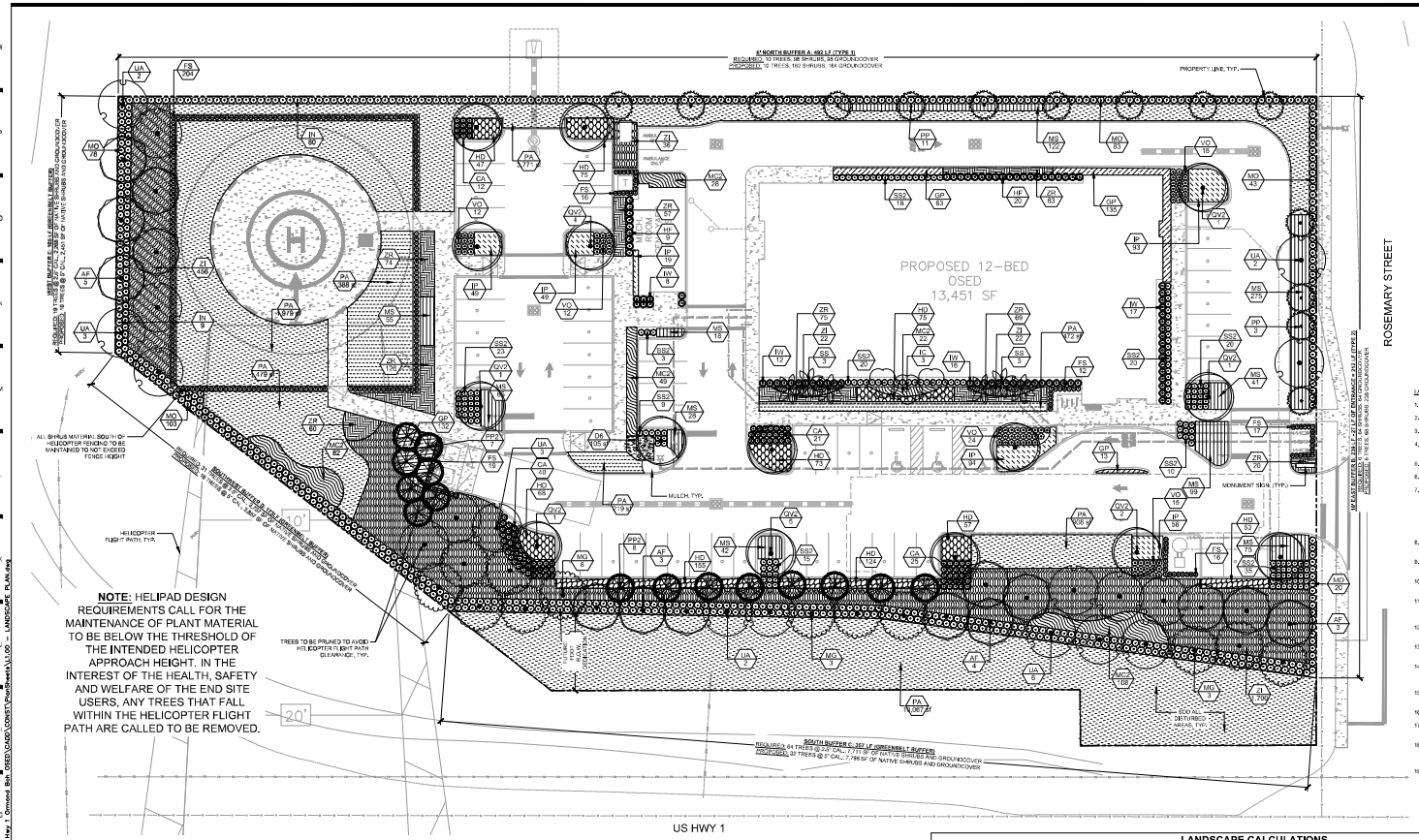
DATE	SUBMISSION	NO.

TREE INVENTORY CHART AND CALCULATIONS

PROJ. NO. 14983019 SHEET
DRAWN NAA
9/26/2025
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Plotted By: Adam L. Horn Sheet Set: Adventhealth Ormond Beach OSED Layout: L0.51 September 26, 2025 10:26:11am O:\Jax_Civil\14983019 - 401 Hwy 1 Ormond Beach OSED\CADD\CONSTRUCTION\Sheets\L0.50 - TREE MITIGATION PLAN.dwg



LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE, BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC, WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DECEASED, UNTRESSED, DEAD, OR REJECTED PRIOR TO SUBSTANTIAL COMPLETION SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD, THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II" STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITHIN NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED TO BE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
19. ALL PLANTED LANDSCAPE AREAS TO HAVE 3" DEEP DESIGNER BROWN HARDWOOD MULCH TO FULLY COVER DRIP IRRIGATION & AMENDED SOILS. REFER AS NEEDED DURING CONSTRUCTION. SUBMIT ALTERNATIVE MULCH SPECIFICATION FOR LANDSCAPE ARCHITECT APPROVAL.

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE
CANOPY TREE							
	AF	18	FLORIDA FLAME RED MAPLE STRAIGHT, SINGLE LEADER, FULL, FLRT	ACER RUBRUM 'FLORIDA FLAME'	FG	5" CAL MIN	14' HT., 6' SPR.
	MG	12	SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FULL, FLRT	MAGNOLIA GRANDIFLORA	FG	5" CAL MIN	14' HT., 5' SPR.
	PP	14	LONG LEAF PINE STRAIGHT, SINGLE LEADER, FULL, FLRT	PINUS PALUSTRIS	FG	2.5" CAL MIN	12' HT., 4' SPR.
	PP2	18	LONG LEAF PINE STRAIGHT, SINGLE LEADER, FULL, FLRT	PINUS PALUSTRIS	FG	5" CAL MIN	14' HT., 4' SPR.
	QV2	18	SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FULL, FLRT	QUERCUS VIRGINIANA	FG	3.5" CAL MIN	12' HT., 5' SPR.
	UA	18	AMERICAN ELM STRAIGHT, SINGLE LEADER, FULL, FLRT, FULL	ULMUS AMERICANA	FG	5" CAL MIN	14' HT., 4' SPR.
PALMS							
	SS	6	CABBAGE PALMETTO STRAIGHT, BUSH, FL RT, IF CT	SABAL PALMETTO	FG	-	10' HT
UNDERSTORY TREES							
	IC	3	DAHOON HOLLY STRAIGHT, SINGLE LEADER, FL RT	ILEX CASSINE	FG	3.5" CAL MIN	10' HT., 4' SPR
SYMBOL	**CODE**	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**CONT**	**SIZE**	**SPACING**
SHRUBS							
	CA	66	AMERICAN BEAUTY BERRY FULL	CALLICARPA AMERICANA	3 GAL	36" HT	30" OC
	FS	264	FLORIDA PRIVET FULL	FORESTIERA SEGREGATA	7 GAL	36" HT	24" OC
	HF	28	FIREBUSH FULL	HAMELIA PATENS	3 GAL	24" HT	36" OC
	IN	89	DWARF YAUPON HOLLY FULL	ILEX VOMITORIA 'NANA'	3 GAL	24" HT	36" OC
	IW	53	RED DWARF IXORA FULL	IXORA TAIWANENSIS 'RED DWARF'	3 GAL	24" HT	36" OC
	MO	361	SAMSON'S BIGNONIA FULL	MYRIANTHES FRAGRANS	3 GAL	24" HT	36" OC
	SS2	173	SAW PALMETTO FULL	SABAL SERRULATA	3 GAL	18" HT	30" OC
	VO	81	WALTERS VIBURNUM FULL	VIBURNUM OBOVATUM	3 GAL	24" HT	30" OC
SHRUB AREAS							
	MC2	289	PINK MUHLY GRASS FULL	MUHLENBERGIA CAPILLARIS	3 GAL	24" HT	24" OC
	ZI	2,328	COONTIE FULL, NATIVE	ZAMIA INTEGRIFOLIA	7 GAL	24" HT	24" OC

GROUND COVERS								
	DE	105 SF	3" DEPTH, PROVIDE BINDER COURSE	DECOMPOSED GRANITE --	-			
	GP	343	BLANKET FLOWER FULL	GAILLARDIA PULCHELLA	1 GAL	18" FULL	18" OC	
	HD	727	DUNE SUNFLOWER FULL	HELIANTHUS DEBILIS	1 GAL	18" FULL	18" OC	
	IP	362	BEACH MORNING GLORY FULL	IPOMOEA PES-CAPRAE	1 GAL	18" FULL	18" O.C.	
	MS	820	SUNSHINE MIMOSA FULL	MIMOSA STRIGILLOSA	1 GAL	18" FULL	18" OC	
	ZR	544	RUELLEY FULL	ZEPHYRANTHES ROBUSTUS	1 GAL	18" FULL	18" OC	
SOD								
	PA	23,263 SF	ARGENTINE BAHIAGRASS ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DERMIS FREE	PASPALUM NOTATUM 'ARGENTINE'	SOD	-	-	

MISC.	QTY.	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	RED HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

LANDSCAPE CALCULATIONS

PER "ORMOND BEACH" LAND DEVELOPMENT CODE

	REQUIRED	PROVIDED
TREE RATIOS 1 TREE PER 1,500 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA	TOTAL LOT AREA: 107,560 SF 107,560 SF / 1,500 SF = 72 TREES OR TOTAL LANDSCAPE AREA: 43,948 SF 43,948 SF / 400 SF = 110 TREES EXCESS OF 25% 110 TREES X 25% = 27.5 TREES = TOTAL 137.5 TREES	(17) TREES AT 2.5" CALIPER = (1 TREE CREDIT) = 17 TREES (10) TREES AT 3.5" CALIPER = (2 TREE CREDITS) = 20 TREES (90) TREES AT 5" CALIPER = (2 TREE CREDITS) = 180 TREES GRAND TOTAL = 147 TREES (133% OF TOTAL TREES REQUIRED)
NATIVE AND DROUGHT TOLERANT 50% OF ALL LANDSCAPE AREA TO BE DROUGHT TOLERANT 50% OF ALL SHRUBS AND GROUNDCOVER TO BE NATIVE SPECIES 75% OF REQUIRED TREES SHALL BE NATIVE SHADE TREES (IF CONFLICTS OCCUR WHERE SHADE TREES ARE NOT APPROPRIATE THAN A NATIVE PALM OR UNDERSTORY TREE SHALL BE PLANTED) SECTION 3-6(B)(2)(c)(1)	TOTAL TREES: 147 147 TREES X .75 = 111 TREES MIN SHALL BE NATIVE TOTAL LANDSCAPE AREA: 44,393 SF x .50 = 22,197 SF SHALL BE NATIVE AND DROUGHT TOLERANT	147 NATIVE TREES PROVIDED (100%) 44,393 SF OF NATIVE SHRUBS AND GROUNDCOVER PROVIDED (100%)
FOUNDATION PLANTING MINIMUM 5' WIDE LANDSCAPED AREA LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY SECTION 3-6(B)(7)	MIN. 5' WIDTH LANDSCAPE AREA LANDSCAPE AREA, PRIMARILY SHRUBBERY	SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS)
LANDSCAPE BUFFER REQUIREMENTS: **TYPE 1 BUFFER:** 6' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF **TYPE 2 BUFFER:** 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF **GREENBELT BUFFER:** 30' MIN. WIDTH, 1 TREE PER 200 SF, 60% OF TOTAL GREENBELT LANDSCAPE AREA TO BE PLANTED WITH NATIVE SHRUBS AND GROUNDCOVER SECTION 3-6(E)(3)	**6' NORTH BUFFER A: 492 LF (TYPE 1)** 10 TREES, 98 SHRUBS, 98 GROUNDCOVER **10' EAST BUFFER B: 239 LF - 27 LF OF ENTRANCE = 212 LF (TYPE 2)** 6 TREES, 64 SHRUBS, 64 GROUNDCOVER **SOUTH BUFFER C: 357 LF (GREENBELT BUFFER)** 64 TREES @ 2.5" CAL., 7,171 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D: 173 LF (GREENBELT BUFFER)** 31 TREES @ 2.5" CAL., 3,737 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E: 185 LF (GREENBELT BUFFER)** 19 TREES @ 2.5" CAL., 2,289 SF OF NATIVE SHRUBS AND GROUNDCOVER	**6' NORTH BUFFER A:** 10 TREES, 98 SHRUBS, 98 GROUNDCOVER **10' EAST BUFFER B:** 6 TREES, 64 SHRUBS, 64 GROUNDCOVER **SOUTH BUFFER C:** 32 TREES @ 5" CAL., 7,199 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D:** 16 TREES @ 5" CAL., 3,857 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E:** 10 TREES @ 5" CAL., 2,451 SF OF NATIVE SHRUBS AND GROUNDCOVER
VUA LANDSCAPING REQUIREMENT: INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA MIN. 1 HARDWOOD TREE AT 3.5" CAL. MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES SECTION 3-6(E)(6)	SITE VUA: 35,719 SF 35,719 SF X 10% = 3,572 SF VUA LANDSCAPE AREA REQUIRED 1 TREE PER ISLAND X 16 ISLANDS = 16 HARDWOOD TREES REQUIRED MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES	A: 183 SF B: 312 SF C: 475 SF D: 176 SF E: 165 SF F: 39 SF G: 407 SF H: 554 SF I: 284 SF J: 492 SF K: 163 SF L: 289 SF M: 1,169 SF N: 215 SF O: 299 SF P: 39 SF Q: 221 SF R: 167 SF S: 283 SF T: 169 SF U: 1,541 SF TOTAL: 7,549 SF (206%) 16 HARDWOOD TREES MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES

GRAPHIC SCALE IN FEET 0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG 811 IT'S THE LAW! DIAL 811 Know what's below. Call before you dig

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AdventHealth Orlando
ORMOND BEACH OSED

Hunton Brady ARCHITECTS

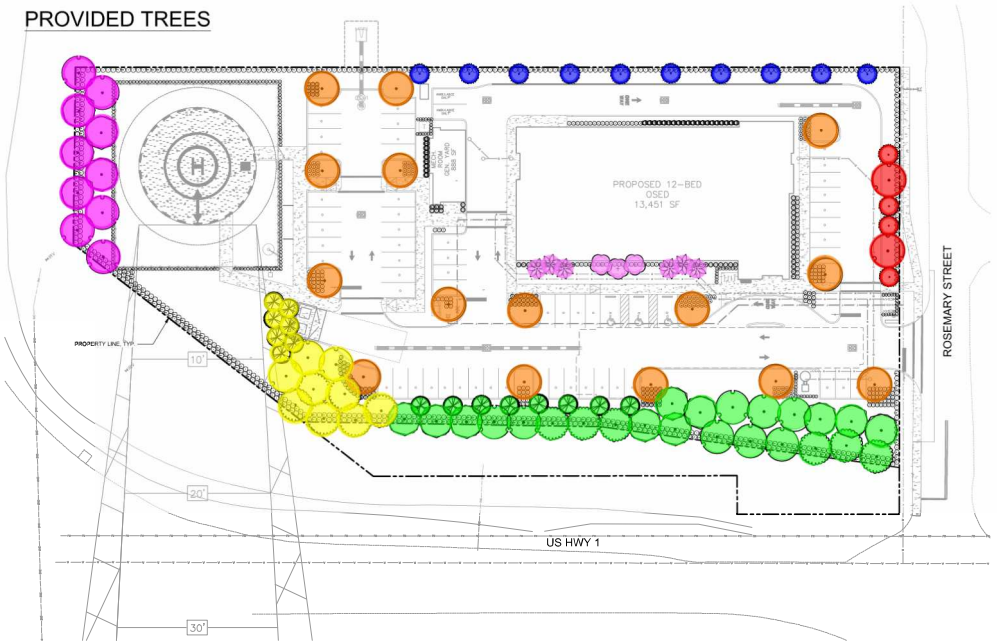
DATE	SUBMISSION	NO.

OVERALL LANDSCAPE PLAN

PROJ. NO. 149633019 SHEET
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9/26/2025

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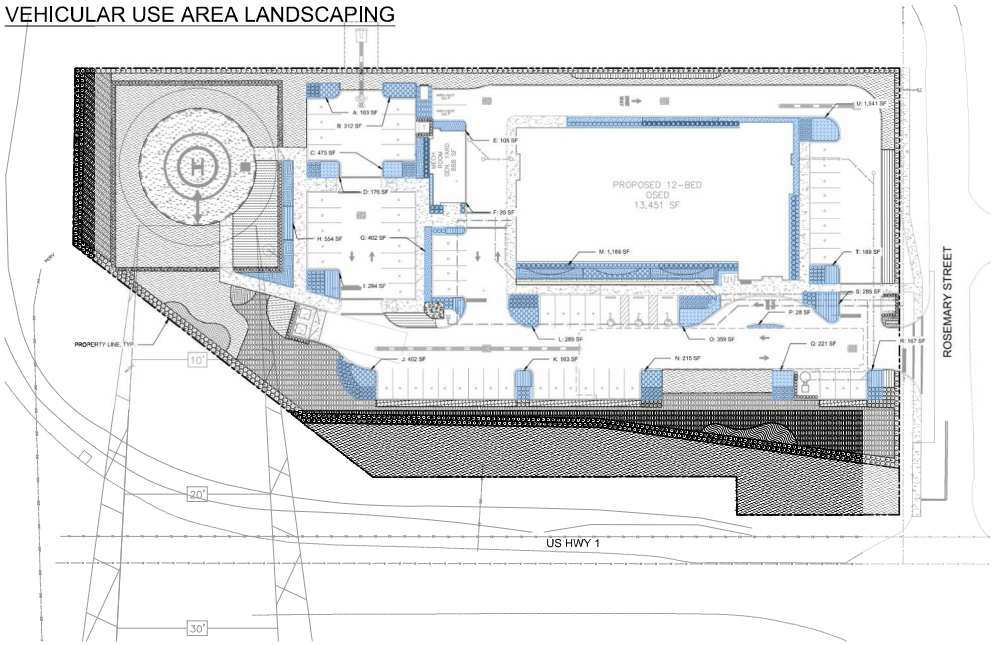
PROVIDED TREES



LEGEND

- NORTH LANDSCAPE BUFFER
- EAST LANDSCAPE BUFFER
- SOUTH LANDSCAPE BUFFER
- SOUTHWEST LANDSCAPE BUFFER
- WEST LANDSCAPE BUFFER
- VEHICULAR USAGE AREA
- UNDERSTORY

VEHICULAR USE AREA LANDSCAPING



LEGEND

- VEHICULAR USAGE AREA LANDSCAPING

LANDSCAPE CALCULATIONS

PER "ORMOND BEACH" LAND DEVELOPMENT CODE

	REQUIRED	PROVIDED
TREE RATIOS 1 TREE PER 1,000 SF OF LOT AREA OR 1 TREE PER 400 SF OF LANDSCAPE AREA	TOTAL LOT AREA: 107,580 SF 107,580 SF / 1,000 SF = 72 TREES OR TOTAL LANDSCAPE AREA: 43,046 SF 43,046 SF / 400 SF = 110 TREES EXCESS OF 25% *(110 TREES X 25% = 27.5 TREES = TOTAL 137.5 TREES	(17) TREES AT 2.5" CALIPER = (1 TREE CREDIT) = 17 TREES (15) TREES AT 3.5" CALIPER = (2 TREE CREDITS) = 30 TREES (99) TREES AT 5" CALIPER = (1 TREE CREDITS) = 100 TREES GRAND TOTAL = 147 TREES (133% OF TOTAL TREES REQUIRED)
NATIVE AND DROUGHT TOLERANT 50% OF ALL LANDSCAPE AREA TO BE DROUGHT TOLERANT 50% OF ALL SHRUBS AND GROUNDCOVER TO BE NATIVE SPECIES 75% OF REQUIRED TREES SHALL BE NATIVE SHADE TREES (IF CONFLICTS OCCUR WHERE SHADE TREES ARE NOT APPROPRIATE THAN A NATIVE PALM OR UNDERSTORY TREE SHALL BE PLANTED) SECTION 3-03(C)(1)-(4)	TOTAL TREES: 147 147 TREES X .75 = 111 TREES MIN SHALL BE NATIVE TOTAL LANDSCAPE AREA: 44,383 SF x .50 = 22,192 SF SHALL BE NATIVE AND DROUGHT TOLERANT	147 NATIVE TREES PROVIDED (100%) 44,383 SF OF NATIVE SHRUBS AND GROUNDCOVER PROVIDED (100%)
FOUNDATION PLANTING MINIMUM 5' WIDE LANDSCAPED AREA LANDSCAPED AREA SHALL CONSIST PRIMARILY OF SHRUBBERY SECTION 3-03(C)(7)	MIN. 5' WIDTH LANDSCAPE AREA LANDSCAPE AREA, PRIMARILY SHRUBBERY	SHRUBS AND GROUNDCOVER PROVIDED (PRIMARILY SHRUBS)
LANDSCAPE BUFFER REQUIREMENTS: **TYPE 1 BUFFER:** 5' MIN. WIDTH, 2 TREES PER 100 LF, 20 SHRUBS PER 100 LF, 20 GROUNDCOVER PER 100 LF **TYPE 2 BUFFER:** 10' MIN. WIDTH, 3 TREES PER 100 LF, 30 SHRUBS PER 100 LF, 30 GROUNDCOVER PER 100 LF **GREENBELT BUFFER:** 30' MIN. WIDTH, 1 TREE PER 300 SF, 80% OF TOTAL GREENBELT LANDSCAPE AREA TO BE PLANTED WITH NATIVE SHRUBS AND GROUNDCOVER SECTION 3-09(D)	**A' NORTH BUFFER A: 482 LF (TYPE 1)** 10 TREES, 96 SHRUBS, 96 GROUNDCOVER **1X EAST BUFFER B: 233 LF - 27 LF OF ENTRANCE = 212 LF (TYPE 2)** 6 TREES, 64 SHRUBS, 64 GROUNDCOVER **SOUTH BUFFER C: 327 LF (GREENBELT BUFFER)** 64 TREES @ 2.5" CAL., 7,711 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D: 173 LF (GREENBELT BUFFER)** 41 TREES @ 2.5" CAL., 3,731 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E: 165 LF (GREENBELT BUFFER)** 17 TREES @ 2.5" CAL., 2,266 SF OF NATIVE SHRUBS AND GROUNDCOVER	**A' NORTH BUFFER A:** 10 TREES, 96 SHRUBS, 96 GROUNDCOVER **1X' EAST BUFFER B:** 6 TREES, 64 SHRUBS, 64 GROUNDCOVER **SOUTH BUFFER C:** 32 TREES @ 5" CAL., 7,788 SF OF NATIVE SHRUBS AND GROUNDCOVER **SOUTHWEST BUFFER D:** 16 TREES @ 5" CAL., 3,837 SF OF NATIVE SHRUBS AND GROUNDCOVER **WEST BUFFER E:** 12 TREES @ 5" CAL., 2,401 SF OF NATIVE SHRUBS AND GROUNDCOVER
VUA LANDSCAPING REQUIREMENT: INTERIOR LANDSCAPE TO BE NO LESS THAN 10% OF VUA MIN. 1 HARDWOOD TREE AT 3.0" CAL MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES SECTION 3-03(C)(6)	SITE VUA: 39,719 SF 39,719 SF X 10% = 3,972 SF VUA LANDSCAPE AREA REQUIRED 1 TREE PER ISLAND X 15 ISLANDS = 15 HARDWOOD TREES REQUIRED MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES	A: 183 SF B: 312 SF C: 475 SF D: 176 SF E: 105 SF F: 20 SF G: 402 SF H: 554 SF I: 294 SF J: 402 SF K: 163 SF L: 289 SF M: 1,189 SF N: 215 SF O: 359 SF P: 28 SF Q: 221 SF R: 167 SF S: 289 SF T: 189 SF U: 1,541 SF TOTAL: 7,749 SF (200%) 15 HARDWOOD TREES MIN. VARIETY OF 3 LIVING PLANT MATERIALS APART FROM TREES

GRAPHIC SCALE IN FEET
0 15 30 60

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SEAL

AdventHealth Orlando
ORMOND BEACH OSED

Hunton Brady ARCHITECTS

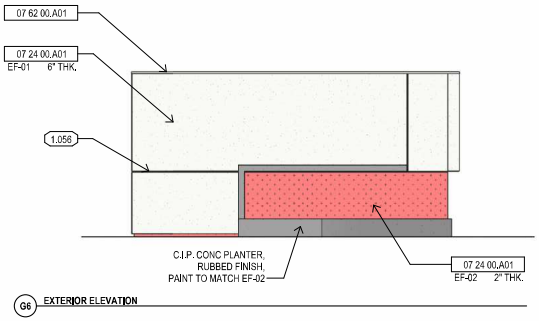
DATE	SUBMISSION	NO.

LANDSCAPE EXHIBIT PLAN

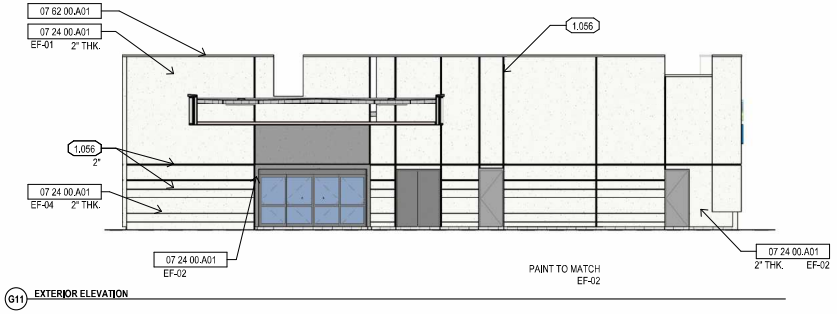
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DRAWN NAA
9/26/2025
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EXTERIOR FINISH LEGEND		
	07 24 00.A01 EF-01	exterior insulation and finish system
	07 24 00.A01 EF-02	exterior insulation and finish system
	07 24 00.A01 EF-03	exterior insulation and finish system
	07 24 00.A01 EF-04	exterior insulation and finish system



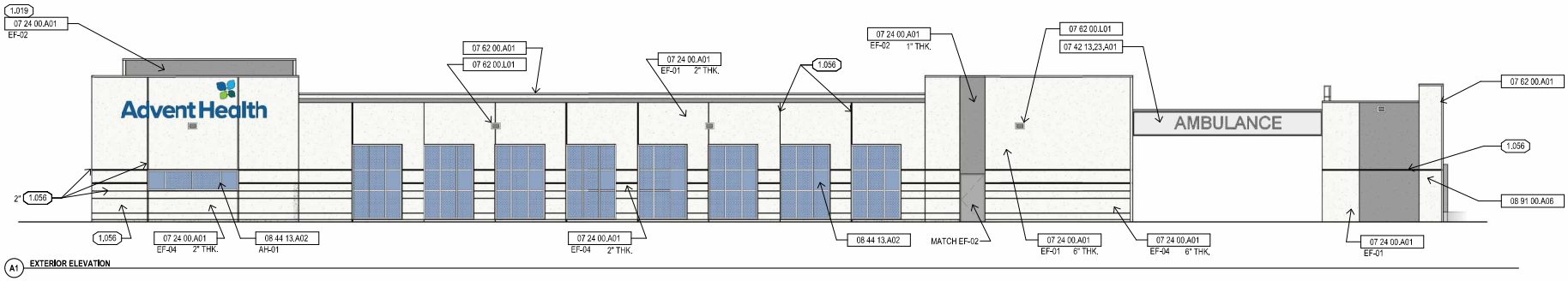
G6 EXTERIOR ELEVATION



G11 EXTERIOR ELEVATION

MATERIAL NOTES	
07 24 00.A01	exterior insulation and finish system
07 42 13.23.A01	metal composite material panel
07 62 00.A01	metal coping
07 62 00.L01	metal scupper
08 44 13.A02	hurricane resistant glazed aluminum curtain wall system
08 91 00.A06	stationary impact resistant hurricane louver

GENERAL NOTES	
1.019	screen wall
1.056	reveal



A1 EXTERIOR ELEVATION

EXTERIOR ELEVATIONS

0' 4' 8' 16'

AdventHealth

ORMOND BEACH OSED 12 BED | ORMOND BEACH, FLORIDA

H-24103.00
07/23/25

Hunton Brady ARCHITECTS

Planning Board minutes from November 13, 2025

ITEM:

PZ-2025-169(B)

Advent Health Off-Site Emergency Department
Issuance of a Development Order

Recommended for Approval (5-0)

V. APPROVAL OF MINUTES

October 09, 2025

Mr. Jorczak moved to approve the October 09, 2025 Minutes. Mr. Gentry seconded the motion. The minutes were unanimously approved (5-0).

VI. PLANNING DIRECTOR'S REPORT

No Report.

VII. PUBLIC HEARINGS

A. PZ-2025-169(A), Advent Health Offsite Emergency Department, Zoning Map Amendment, 1561 North U.S. Highway 1

Mr. Steven Spraker, Planning Director, introduced the item as a zoning map amendment and the issuance of a development order for the Advent Health Off-Site Emergency Department. He stated that two items will be presented together and require separate Planning Board votes. Mr. Spraker continued that the first agenda item is the zoning map amendment that provides the framework for the development order. He displayed a location map showing the property at 1561 North U.S. Highway 1. Mr. Spraker explained that the property has a "Low Intensity Commercial" land use and B-7, Highway Tourist Commercial zoning designation. He stated the Site Plan Review Committee recommended approval of the zoning map amendment.

Mr. Spraker reviewed the issuance of the development order. He explained that the property is 2.47 acres and proposes a 13,451-square-foot building, a heliport, and associated site improvements. He added that the project is a redevelopment and is within the state Brownfield program. Mr. Spraker continued that the Florida Department of Transportation is planning to take additional right-of-way from the property for the upcoming interchange improvements.

Mr. Spraker stated that the project has certain requests that the Site Plan Review Committee has determined upon. The first determination concerns the landscape buffer within the Greenbelt area. The North U.S. Highway 1 frontage requires a 36'-wide buffer, and Interstate 95 requires 60'-buffer. Mr. Spraker displayed exhibits of the Greenbelt buffer and stated that the Site Plan Review Committee recommends approval of the request. He continued, explaining that a second determination is the type of fencing for the area around the heliport. Mr. Spraker stated that at the Site Plan Review Committee, the proposed chain-link fencing was recommended for denial. He expressed that the Site Plan Review Committee understands that the applicant has consented to a simulated wrought-iron fence that complies with the Land Development Code requirements.

Mr. Spraker stated that a third determination was the height of the site signage at 12', whereas the Land Development Code requires 8'. The applicant indicated that the additional height is needed based on corporate and use identification. He stated that the Site Plan Review Committee recommended denial of the 12'-signage height with a 2-1 vote. Mr. Spraker stated that the final determination was for wall signage. He stated that the Land Development Code allows two signs at 146.25-square-feet, and the applicant is requesting five signs at 472.28-square-feet. Mr. Spraker stated that the Site Plan Review Committee recommends approval of the request.

DRAFT

Mr. Spraker presented the project elevations and stated that the Site Plan Review Committee recommends approval of the project, subject to resolution of the outstanding comments.

Board Questions

Mr. Railsback asked if any signs along North U.S. Highway 1 are more than eight (8) feet in height. Mr. Spraker responded that there are existing signs taller than eight feet. He continued that a majority of the properties in this area were developed in unincorporated Volusia County. He explained that as the city has entered into the Interlocal Service Boundary Agreement with Volusia County, the Greenbelt standards apply. Mr. Spraker concluded that existing non-conforming signs can remain until they are either destroyed or removed.

Mr. Gentry sought to verify that there are no other signs of the proposed permitted height. Mr. Spraker responded that the sign height would require public hearing approval and that, if the Planning Board believes that the sign is appropriate given the use, they can recommend approval.

Applicant's Presentation

Ms. Jessica Gow, Cobb Cole, One Daytona Boulevard, Suite 600, Daytona Beach, introduced the project team in attendance. Ms. Gow reviewed the project's site plan. She explained that a key aspect of the project is the landscaping and the impact of the right-of-way taking to improve the interchange. Ms. Gow stated that this is a fantastic redevelopment in this corridor near the interchange. She detailed that there is a need for this type of emergency medical use and reviewed the closest existing emergency facilities. She stated that the property owners believe that this is a key corridor for locating medical services. Ms. Gow stated that the project would plant the same amount of landscaping as if a full buffer width were available.

Ms. Gow discussed the former gas station's use on the property. She stated that the project is participating in the Brownfield program with the Florida Department of Environmental Protection. She noted that the Brownfield program seeks to assist in the redevelopment of sites that have perceived or have had actual contamination. She stated that the project, along with the interchange improvements, can be a catalyst for redevelopment in the North U.S. 1 corridor.

Ms. Gow reviewed the fencing around the helipad and stated that the property owner has agreed to use a black aluminum fence rather than a chain-link fence.

Ms. Gow reviewed a PowerPoint slide regarding the proposed site signage. She stated that the sign's height is needed for visibility from the interchange and from U.S. Highway 1 as emergency vehicles and patients descend. She stated that a large percentage of emergency visits are brought there in their own vehicles. Ms. Gow indicated that they understood the staff's position on the sign, and expressed that this site is unique, with a lot of other signage within the corridor. She added that the sign's height is not out of character for the area and is consistent with similar facilities across the state.

Board Questions

Mr. Gentry inquired if the sign shown on the slide was eight or twelve feet in height. Ms. Gow responded that the slide was designed to show twelve feet, but that it is not a scaled exhibit.

Mr. Jorczak asked where the helicopter would be based. He stated that he was interested in the heliport's location next to a high-traffic area.

Jarrod Stubbs, Project Engineer, Kimley-Horn, Inc., 1530 Cornerstone Boulevard, Daytona Beach, replied that the helicopter would be parked at this location from time to time, but is generally located at a full hospital for Advent Health. Mr. Stubbs reviewed the heliport permitting and stated that the permits are under review by the Federal Aviation Administration.

Mr. Railsback asked if there was a planned traffic signal for the project. Mr. Spraker answered that there is not, and how the intersection would not meet the spacing requirements from the interchange for a traffic signal. Ms. Gow added that compared to the allowable uses in the zoning district, the proposed use is a lower trip generator.

Vice Chair Shull asked if the building was one or two-stories. Ms. Gow confirmed that the building is one-story and has some height based on the façade.

Vice Chair Shull inquired about stormwater provision. Mr. Stubbs reviewed the stormwater management plan and responded that there is an underground exfiltration system. He added that the drainage design has been permitted and approved by the St. John's River Water Management District, and that the Florida Department of Transportation has its permit ready, pending city approval.

Vice Chair Shull asked Chairman Thomas if he desired to lead the meeting. Chairman Thomas stated that Vice Chair Shull can continue to chair the meeting.

Audience Comments

Ms. Colleen McMahon, Carrollwood, Ormond Beach, inquired about helicopter operations if the Ormond Beach airport tower closes at 7:00 p.m. Ms. Gow responded that when a local airport shuts down, other regional towers would still operate to ensure flight control and pathways remain safe.

Vice Chair Shull brought it back up to the Board for questions and comments.

Board Comments

Chairman Thomas discussed the helicopters' locations and the tower coverage. He stated that, regarding the site sign, if you have ever been in an emergency situation, you need all the help you can get, including signage. Chairman Thomas stated he had no objections to the site signage request. He expressed appreciation for the applicant's decision to switch to a simulated wrought iron fence around the heliport.

Mr. Gentry concurred on the site signage and stated that visibility is a key factor.

Mr. Jorczak stated he concurred with the other Board members. He stated that anything that makes it easier to get in and out of the facility is a positive step toward safety. Mr. Jorczak was encouraged by the redevelopment of the property and the great improvement.

Mr. Railsback asked if the amount of sign square footage on the building is being considered. Other Board members responded that they were also considering the proposed wall signage. Mr. Railsback indicated that he is supportive of the project.

Vice Chair Shull wanted to ensure that the landscaping is not hindering site visibility to the sign. The applicant confirmed that the landscaping would not block the signage.

DRAFT

Chairman Thomas encouraged the use of more holly trees. He stated that he is interested in a landscape design similar to the storage facility at West Granada Boulevard and Old Kings Road.

Vice Chair Shull brought it up to the Board and entertained a motion.

Mr. Jorczak motioned to approve PZ-2025-169(A), Advent Health Offsite Emergency Department, Zoning Map Amendment, 1561 North U.S. Highway 1. Chairman Thomas seconded the motion. Mr. Spraker confirmed that the motion intends to approve the site signage at twelve feet per the Board's discussion. The Board affirmed that was the intent. The vote was called, and the motion was approved (5-0).

B. PZ-2025-169(B), Advent Health Offsite Emergency Department, Issuance of a Development Order, 1561 North U.S. Highway 1

Vice Chair Shull brought it up to the Board and entertained a motion.

Chairman Thomas motioned to approve PZ-2025-169(B), Advent Health Offsite Emergency Department, Issuance of a Development Order, 1561 North U.S. Highway 1. Mr. Jorczak seconded it. Mr. Spraker confirmed that the motion intends to approve the site signage at twelve feet in height per the Board's discussion. The vote was called, and the motion was approved (5-0).

C. PZ-2025-200, Hull Road Contractor Storage, Special Exception for Outdoor Activity and Storage, 829 and 835 Hull Road

Mr. Steven Spraker, Planning Director, explained that this is an application for a Special Exception to allow outdoor storage/activity under certain conditions at 829 and 835 Hull Road. The property is zoned I-1, Light Industrial and has a Light Industrial land use. He stated that the outdoor storage/activity is allowed as a Special Exception use within the I-1, Light Industrial zoning district. The subject property was previously approved for a RV and Boat storage facility by the Site Plan Review Committee as an administrative approval. Mr. Spraker explained that the RV and Boat storage project went to construction, but construction was abandoned, and the project was eventually sold to the current applicant.

Mr. Spraker continued that the applicant purchased the property and is seeking a contractor's yard associated with his business. The application proposes an eight (8') foot high fence (PVC along the Hull Road frontage), as well as an 8'-fence surrounding the property. Mr. Spraker stated that the following items will be stored on-site: (1) palletized concrete pavers, (2) roadway base materials, (3) bobcat skid steer, drum vibratory roller/compactor, (4) dump truck and or pickup trucks, and (5) equipment hauling trailers. He stated that the materials would not exceed the height of the fence.

Mr. Spraker explained that there was a conversation with a resident today who expressed concerns with the state of the property. Mr. Spraker stated that the resident believes that there was dumping on the property. Mr. Spraker verified that staff visited the site and observed the dumping. He explained that staff spoke to the applicant, who stated that their company is not dumping and that they have been trying to remove material from the site. Mr. Spraker suggested potential options with the applicant for blocking access, either through a silt fence or a temporary chain-link

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-40

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 1561 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE "ADVENT HEALTH OFF-SITE EMERGENCY DEPARTMENT"; AUTHORIZING THE REDEVELOPMENT OF THE PROPERTY FOR A MEDICAL USE; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for the issuance of a development order at 1561 North U.S. Highway 1. The Advent Health Off-Site Emergency Department (OSED) Planned Business Development seeks to allow an approximately 13,451 square foot building and associated site improvements under certain conditions on 2.47 acres.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for the issuance of a development order at 1561 North U.S. Highway 1. The Advent Health Off-Site Emergency Department (OSED) Planned Business Development seeks to allow an approximately 13,451 square foot building and associated site improvements under certain conditions on 2.47 acres.

   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 submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for the issuance of a development order at 1561 North U.S. Highway 1. The Advent Health Off-Site Emergency Department (OSED) Planned Business Development seeks to allow an approximately 13,451 square foot building and associated site improvements under certain conditions on 2.47 acres.

   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 submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for the issuance of a development order at 1561 North U.S. Highway 1. The Advent Health Off-Site Emergency Department (OSED) Planned Business Development seeks to allow an approximately 13,451 square foot building and associated site improvements under certain conditions on 2.47 acres.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is an application submitted by Kimley-Horn and Associates, Inc., on behalf of the property owner, Memorial Health Systems, Inc., for the issuance of a development order at 1561 North U.S. Highway 1. The Advent Health Off-Site Emergency Department (OSED) Planned Business Development seeks to allow an approximately 13,451 square foot building and associated site improvements under certain conditions on 2.47 acres.

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	January 20, 2026	**Item No**	8.C.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Land Development Code Amendment, Home Occupations (SECOND READING)		
Recommended Action	The Planning Board recommended **APPROVAL** to the City Commission to amend (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 III, General Regulations, Section 2-50, Accessory Uses, subsection (t), Home occupations of the Land Development Code to update the regulations for home-based businesses based upon Section 559.955, Florida Statutes.		
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 III, General Regulations, Section 2-50, Accessory Uses, subsection (t), Home occupations to update the regulations for home occupations based upon Section 559.955, Florida Statutes.

House Bill 403 amended Section 559.955 of the Florida Statutes prohibiting local governments from taking certain actions relating to the licensure and regulation of home-based businesses; specifying conditions under which a business is considered a home-based business; authorizing home-based businesses to operate in areas zoned for residential use; specifying that home-based businesses are subject to certain business taxes; authorizing the prevailing party in such challenge to recover specified attorney fees and costs, etc. The Land Development Code amendments align the City's Land Development Code with Section 559.955 of the Florida Statutes.

The Planning Board reviewed the Land Development Code amendments at the November 13, 2025, meeting and recommended approval (4-1).

Financial Impact

None

Citizen Impact

The purpose of the Land Development Code amendment is to amend the regulation of home-based businesses to be consistent with Section 559.955 of the Florida Statutes.

Attachments

1. 25-41 Planning - LDC Amendments, Section 1-22 and 2-50 - Home Occupations
2. 11.13.2025, Section 2-50, Home Occupations, PB Staff Report
3. Ordinance BIE, LDC Amendment, HBB

ORDINANCE NO. 2025-41

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 III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (T) HOME OCCUPATIONS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE REGULATIONS FOR HOME OCCUPATIONS BASED UPON SECTION 559.955, FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 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 III, General Regulations, Section 2-50, Accessory uses, Subsection (t), Home occupations to update the regulations for home occupations based upon Section 559.955, Florida Statutes; and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, conducted a public hearing on November 13, 2025, on the requested amendment and 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, <u>underlined type</u> constitutes additions to the original text and ~~strikethrough~~ 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:

Hog farm… (No change in existing text) …

Home ~~occupation~~ -based business means an accessory use, conducted for profit, at a residential dwelling unit conducted by a resident who lives in the dwelling. The home ~~occupation~~ -based business is to be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the residential character thereof.

Horse riding stables… (No change in balance of existing text) …

SECTION TWO. Section 2-50, Accessory uses, Subsection (t), Home Occupations 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:

(t) ~~*Home occupations.* Home occupations are to be conducted entirely within a dwelling unit, and/or accessory buildings, and/or accessory structure and are subject to the following regulations:~~

~~(1) *Permitted home occupations.*~~

~~a. Professional and business office activities that do not involve clients, customers, or employees visiting the premises except as otherwise provided by this Land Development Code.~~

b. Customary hobby crafts produced at home by residents and shall be sold off-site only. Such hobby crafts may include, but are not limited to needlework, woodworking (excluding furniture) or visual arts.

c. Instruction such as, but not limited to, nonamplified musical instrument, dance, tennis, art instruction, tutoring, etc.; and swimming instruction (excluding water survival instruction, which shall require a conditional use approval), subject to the following conditions:

1. Days of operation: Monday through Saturday.

2. Hours of operation: 9:00 a.m. to 4:00 p.m.

3. Number of people: No more than three (3) people shall receive swimming instructions at the same time.

d. Cottage food sales as allowed in F.S. § 500.80.

(2) *Prohibited home occupations*. The following shall be prohibited as home occupations: motor vehicle, boat and small engine repair, on-site customer sales and/or delivery of product, upholstering, welding, photography studio, amplified music instruction, and outdoor repair of vehicles or storage of items.

(3) *Restrictions*. Home occupations are permitted as an accessory use in all residential zones and subject to the following restrictions:

a. The home occupation shall be clearly incidental and subordinate to the residential use and shall under no circumstances change the residential character of the dwelling.

b. Lessons shall be limited to five (5) days a week, a maximum of six (6) hours a day.

c. There shall be no employment or help other than members of the resident family and one (1) clerical employee.

d. Multifamily dwelling units shall be limited to professional and business office uses, hobby crafts produced at home by residents and cottage food sales.

e. There shall be no on-site customer sales and/or delivery of products at the residence.

f. For instructional home occupational uses the following conditions shall apply:

1. Lessons shall be limited to five (5) days a week, a maximum of six (6) hours a day.

2. Any musical instrument lessons must be provided inside the residential structure.

g. No vehicular traffic shall be generated by the home occupation in greater volumes than would normally be generated by the dwelling unit.

h. Commercial vehicles may be allowed subject to the restrictions outlined in subsection (g) of this section.

i. Other than office supplies, there shall be no visible outside storage of tools, machinery, equipment, etc. in size or number beyond that customarily found in a residence.

j. In any advertisements for the business, the applicant cannot include the residential address of the business.

k. One (1) nonilluminated on-premises sign, not to exceed one and one-half (1½) square feet in area is allowed provided it is mounted flat against the front wall of the dwelling or accessory structure used for the home occupation. For single-family homes of five (5) acres or greater, one (1) nonilluminated on-premises sign, not to exceed two (2) square feet in area is allowed provided it is mounted flat against the wall of the dwelling or accessory structure used for the home occupation.

k. No equipment shall be used in the home occupation that creates fire hazards, electrical interference, noise, vibration, glare, fumes or odors detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises, unless authorized by the FCC.

l. Any violation of these regulations may result in the revocation of any home occupation permit, in addition to any other remedy for such violation provided by this Land Development Code.

m. A business tax receipt is required.

(4) *Procedural requirements*. The applicant shall submit the following information for review prior to issuance of a home occupation approval and business tax receipt:

a. Letter that describes the proposed home occupation in detail including:

1. Type of business;

2. Type of supplies and materials required to be maintained on-site in order to conduct the home occupation;

~~3. Number of members of the resident family involved in the home occupation;~~

~~4. Outside clerical staff involved in home occupation;~~

~~5. Days and hours of operation;~~

~~6. Floor area used in dwelling unit and/or accessory buildings and/or structures for the home occupation including active and storage areas.~~

~~b. Dimensional site plan of property that shows location and size of dwelling and all accessory buildings and structures on site.~~

~~c. Dimensional floor plan that identifies rooms in a dwelling unit and/or accessory buildings and/or structures to be used for the home occupation with floor area or size of each.~~

~~d. If use is a food cottage, describe the types of food being prepared, food storage and preparation area and location for food cottage sales.~~

~~e. Notarized letter of approval for the home occupation from the property owner and/or property manager if the location is tenant occupied.~~

~~(5) *Expiration.* The home occupation and business tax receipt shall expire on September 30 of each year and shall be subject to the same renewal requirements as specified in chapter 12 of the Code of Ordinances and the Florida Statutes with regard to renewal of the business tax receipt.~~

~~(6) *Nontransferability.* A home occupation approval shall not be transferred to another person through the sale, lease or rental of the property on which the home occupation is located or in any other manner.~~

~~(7) *Revocation of approval.* Any violation of these regulations may result in the revocation of any home occupation permit, in addition to any other remedy for such violation provided for by this Land Development Code and the Florida Statutes with regard to renewal of the business tax receipt.~~

Home-based business. Home-based businesses are allowed within any zoning district as an accessory use where residential uses are allowed. Home-based businesses are required to obtain a home-based business tax receipt and operate within compliance of Section 559.955, Florida Statutes, as amended. The standards for home-based businesses are intended to ensure compatibility with other permitted uses and with the residential character of the neighborhood of the city's residential zoning districts.

(1) *Procedural requirements.* The applicant shall submit the following information for review prior to issuance of a home-based business approval and business tax receipt:

a. Letter that describes the proposed home-based business in detail including:

1. Type of business;
2. Type of supplies and materials required to be maintained on-site in order to conduct the home-based business;
3. Number of family members who reside at the residence and are involved in the home-based business;
4. Outside clerical staff involved in the home-based business;
5. Days and hours of operation;
6. Floor area used in dwelling unit and/or accessory buildings and/or structures for the home-based business including active and storage areas.

b. Dimensional site plan of property that shows location and size of dwelling and all accessory buildings and structures on-site.

c. Dimensional floor plan that identifies rooms in a dwelling unit and/or accessory buildings and/or structures to be used for the home-based business with floor area or size of each.

d. If the use is a food cottage, describe the types of food being prepared, food storage and preparation area and location for food cottage sales.

e. Notarized letter of approval for the home-based business from the property owner and/or property manager if the location is tenant-occupied.

(2) *Conditions*: Home-based businesses are subject to the following regulations and conditions:

(a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(b) Parking related to the business activities of the home-based business must comply with the requirements of this Land Development Code that are applicable to other residential properties within the same zoning classification and the need for parking may not be greater in volume than would normally be at a similar residence where no business is conducted. This includes the operation or parking of vehicles and trailers. Any vehicles or trailers used in connection with the home-based business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surface of the residence.

(c) Outside storage of materials and equipment must comply with Sections 2-50(x) and (bb) of this Land Development Code. Heavy equipment, as defined by Section 559.955, Florida Statutes, shall be restricted to the rear and side yard and screened with a solid fence and/or landscaping so that such heavy equipment is not visible from any public right-of-way or adjoining lot.

(d) External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. As viewed from the street, the use of the residential property must be consistent with the uses of the residential areas that surround the property.

(e) The home-based business must conduct retail transactions within the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

(f) The activities of the home-based business are secondary to the property's use as a residential dwelling.

(g) Hours of operation may be limited and the city may require additional information on structural design and site arrangement, to ensure the compatibility of the development with existing and proposed uses in the surrounding area.

(h) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.

(i) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(j) The application of this section does not supersede local laws, ordinances or land development regulations related to transient lodging establishments as defined in this Land Development Code and Florida Statutes.

(k) A home-based business requires an Ormond Beach Certificate of Use and business tax receipt and is subject to all other applicable City of Ormond Beach Code of Ordinances and Land Development Code regulations.

(l) Any business that does not meet the definition of a home-based business in Section 559.955, Florida Statutes, is not considered a home-based business and is not permitted to operate in a residential zoning district.

(m) One (1) nonilluminated on-premises sign, not to exceed one and one-half (1½) square feet in area is allowed provided it is mounted flat against the front wall of the dwelling or accessory structure used for the home-based business. For single-family homes of five (5) acres or greater, one (1) nonilluminated on-premises sign, not to exceed two (2) square feet in area is allowed, provided it is mounted flat against the wall of the dwelling or accessory structure used for the home-based business.

(3) *Expiration.* The home-based business and business tax receipt shall expire on September 30 of each year and shall be subject to the same renewal requirements as specified in chapter 12 of the Code of Ordinances and the Florida Statutes with regard to renewal of the business tax receipt.

(4) *Nontransferability.* A home-based business approval shall not be transferred to another person through the sale, lease, or rental of the property on which the home-based business is located or in any other manner.

(5) *Revocation of approval.* Any violation of these regulations may result in the revocation of any home-based business permit, in addition to any other remedy for such violation provided for by this Land Development Code and the Florida Statutes with regard to renewal of the business tax receipt.

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 16th day of December 2025.

PASSED UPON at the second and final reading of the City Commission, this 20th day of January 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendments
Home Occupations (Home-Based Businesses)
Project Number: PZ-2025-205

PLANNING BOARD DATE:	November 13, 2025
TENTATIVE CITY COMMISSION DATES:	December 16, 2025 (1st Reading) January 20, 2026 (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2025-205
SUBJECT:	Land Development Code amendment, Home occupations: 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 III, General Regulations, Section 2-50(t), Home occupations
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director Robin Gawel, 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 III, General Regulations, Section 2-50(t), Home occupations to update the regulations for home occupations based upon Section 559.955, Florida Statutes.

SECTION 2, BACKGROUND: House Bill 403 amended Section 559.955 of the Florida Statutes prohibiting local governments from taking certain actions relating to the licensure and regulation of home-based businesses; specifying conditions under which a business is considered a home-based business; authorizing home-based businesses to operate in areas zoned for residential use; specifying that home-based businesses are subject to certain business taxes; authorizing the prevailing party in such challenge to recover specified attorney fees and costs, etc. Section 559.955 of the Florida Statutes is provided as Attachment 1. Based on the requirements in the Florida Statutes, the regulations in Section 2-50(t) Home occupations of the Land Development Code need to be updated.

SECTION 3, ANALYSIS: The purpose of the Land Development Code amendment is to amend the regulation of home-based businesses to be consistent with Section 559.955 of the Florida Statutes. The proposed Land Development Code amendments are included in Attachment 2.

Section 2-50(t), Home occupations of the Land Development Code provides permitted home occupations as: (a) professional and business office, (b) customary hobby crafts, (c) instructional activities, and (d) cottage food sales. Section 559.955 of the Florida Statutes provides the following regulations:

1. F.S. 559.955 (1): Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.
2. F.S. 559.955 (3): establishes home-based business criteria.
3. F.S. 559.955 (3a): Allows up to two non-household employees.
4. F.S. 559.955 (3b): Parking must be consistent with local zoning requirements. Local governments may regulate the parking or storage of heavy equipment at businesses that are visible from the street or neighboring property.
5. F.S. 559.955 (3c): As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property.
6. F.S. 559.955 (3d): The activities of the home-based business are secondary to the property's use as a residential dwelling.
7. F.S. 559.955 (3e): The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors.
8. F.S. 559.955 (3f): All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids.
9. F.S. 559.955 (4): Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.
10. F.S. 559.955 (5a): Florida Statute section does not supersede Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.
11. F.S. 559.955 (5b): Florida Statute section does not supersede Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.

The proposed 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.

The primary change in the amendment is the conditions, which are based in Section 559.955 of the Florida Statutes.

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 regulations for home-based businesses to be consistent with Section 559.955 of the 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 discusses the need to update Land Development Code regulations.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. This is an administrative amendment to amend the regulations for home-based businesses to be consistent with Section 559.955 of the 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. All future home-based businesses shall comply with the Florida Statutes and applicable City of Ormond Beach Land Development Code regulations.

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 regulations for home-based businesses to be consistent with Section 559.955 of the 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.**

   No development is proposed as part of the amendment. The application pertains to an administrative Land Development Code amendment in order to maintain consistency with Florida Statutes.

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 amend the regulations for home-based businesses to be consistent with Section 559.955 of the Florida Statutes.

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 amend the regulations for home-based businesses to be consistent with Section 559.955 of the Florida Statutes.

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 amend the regulations for home-based businesses to be consistent with Section 559.955 of the 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** 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 III, General Regulations, Section 2-50(t), Home occupations to update the regulations for home-based businesses based upon Section 559.955, Florida Statutes as shown in Attachment 2.

Attachments:

Attachment 1: Section 559.955, Florida Statutes
Attachment 2: Proposed Land Development Code amendments

ATTACHMENT 1

Section 559.955,
Florida Statutes

Select Year: 2025 Go

The 2025 Florida Statutes

Title XXXIII
REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS

Chapter 559
REGULATION OF TRADE, COMMERCE, AND INVESTMENTS, GENERALLY

View Entire Chapter

559.955 Home-based businesses; local government restrictions.—

(1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.

(2) A home-based business that operates from a residential property as provided in subsection (3):

(a) May operate in an area zoned for residential use.

(b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government's jurisdiction, except as otherwise provided in this section.

(c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.

(3) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:

(a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term "heavy equipment" means commercial, industrial, or agricultural vehicles, equipment, or machinery.

(c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

(d) The activities of the home-based business are secondary to the property's use as a residential dwelling.

(e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.

(f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local

regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(4) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.

(5) The application of this section does not supersede:

(a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.

(b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.

History.—s. 1, ch. 2021-202.

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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 III, General Regulations, Section 2-50, (t) Home occupation

Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words

Hog farm…(No change in existing text)…

Home ~~occupation~~ based business means an accessory use, conducted for profit, at a residential dwelling unit conducted by a resident who lives in the dwelling. The home ~~occupation~~ based business is to be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the residential character thereof.

Horse riding stables…(No change in balance of existing text)…

Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50(t), Home occupations

(t) ~~*Home occupations*. Home occupations are to be conducted entirely within a dwelling unit, and/or accessory buildings, and/or accessory structure and are subject to the following regulations:~~

~~(1) *Permitted home occupations.*~~

~~a. Professional and business office activities that do not involve clients, customers, or employees visiting the premises except as otherwise provided by this Land Development Code.~~

~~b. Customary hobby crafts produced at home by residents and shall be sold off-site only. Such hobby crafts may include, but are not limited to needlework, woodworking (excluding furniture) or visual arts.~~

~~c. Instruction such as, but not limited to, nonamplified musical instrument, dance, tennis, art instruction, tutoring, etc.; and swimming instruction (excluding water survival instruction, which shall require a conditional use approval), subject to the following conditions:~~

~~1. Days of operation: Monday through Saturday.~~

~~2. Hours of operation: 9:00 a.m. to 4:00 p.m.~~

~~3. Number of people: No more than three (3) people shall receive swimming instructions at the same time.~~

~~d. Cottage food sales as allowed in F.S. § 500.80.~~

~~(2) *Prohibited home occupations*. The following shall be prohibited as home occupations: motor vehicle, boat and small engine repair, on-site customer sales and/or delivery of product, upholstering, welding, photography studio, amplified music instruction, and outdoor repair of vehicles or storage of items.~~

~~(3) *Restrictions*. Home occupations are permitted as an accessory use in all residential zones and subject to the following restrictions:~~

a. The home occupation shall be clearly incidental and subordinate to the residential use and shall under no circumstances change the residential character of the dwelling.

b. Lessons shall be limited to five (5) days a week, a maximum of six (6) hours a day.

c. There shall be no employment or help other than members of the resident family and one (1) clerical employee.

d. Multifamily dwelling units shall be limited to professional and business office uses, hobby crafts produced at home by residents and cottage food sales.

e. There shall be no on-site customer sales and/or delivery of products at the residence.

f. For instructional home occupational uses the following conditions shall apply:

1. Lessons shall be limited to five (5) days a week, a maximum of six (6) hours a day.

2. Any musical instrument lessons must be provided inside the residential structure.

g. No vehicular traffic shall be generated by the home occupation in greater volumes than would normally be generated by the dwelling unit.

h. Commercial vehicles may be allowed subject to the restrictions outlined in subsection (g) of this section.

i. Other than office supplies, there shall be no visible outside storage of tools, machinery, equipment, etc. in size or number beyond that customarily found in a residence.

j. In any advertisements for the business, the applicant cannot include the residential address of the business.

k. One (1) nonilluminated on-premises sign, not to exceed one and one-half (1½) square feet in area is allowed provided it is mounted flat against the front wall of the dwelling or accessory structure used for the home occupation. For single-family homes of five (5) acres or greater, one (1) nonilluminated on-premises sign, not to exceed two (2) square feet in area is allowed provided it is mounted flat against the wall of the dwelling or accessory structure used for the home occupation.

k. No equipment shall be used in the home occupation that creates fire hazards, electrical interference, noise, vibration, glare, fumes or odors detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises, unless authorized by the FCC.

l. Any violation of these regulations may result in the revocation of any home occupation permit, in addition to any other remedy for such violation provided by this Land Development Code.

m. A business tax receipt is required.

(4) *Procedural requirements.* The applicant shall submit the following information for review prior to issuance of a home occupation approval and business tax receipt:

a. Letter that describes the proposed home occupation in detail including:

~~1. Type of business;~~

~~2. Type of supplies and materials required to be maintained on-site in order to conduct the home occupation;~~

~~3. Number of members of the resident family involved in the home occupation;~~

~~4. Outside clerical staff involved in home occupation;~~

~~5. Days and hours of operation;~~

~~6. Floor area used in dwelling unit and/or accessory buildings and/or structures for the home occupation including active and storage areas.~~

~~b. Dimensional site plan of property that shows location and size of dwelling and all accessory buildings and structures on-site.~~

~~c. Dimensional floor plan that identifies rooms in a dwelling unit and/or accessory buildings and/or structures to be used for the home occupation with floor area or size of each.~~

~~d. If use is a food cottage, describe the types of food being prepared, food storage and preparation area and location for food cottage sales.~~

~~e. Notarized letter of approval for the home occupation from the property owner and/or property manager if the location is tenant occupied.~~

~~(5) *Expiration.* The home occupation and business tax receipt shall expire on September 30 of each year and shall be subject to the same renewal requirements as specified in chapter 12 of the Code of Ordinances and the Florida Statutes with regard to renewal of the business tax receipt.~~

~~(6) *Nontransferability.* A home occupation approval shall not be transferred to another person through the sale, lease or rental of the property on which the home occupation is located or in any other manner.~~

~~(7) *Revocation of approval.* Any violation of these regulations may result in the revocation of any home occupation permit, in addition to any other remedy for such violation provided for by this Land Development Code and the Florida Statutes with regard to renewal of the business tax receipt.~~

Home-based business. Home-based businesses are allowed within any zoning district as an accessory use where residential uses are allowed. Home-based businesses are required to obtain a home-based business tax receipt and operate within compliance of Section 559.955, Florida Statutes, as amended. The standards for home-based businesses are intended to ensure compatibility with other permitted uses and with the residential character of the neighborhood of the city's residential zoning districts.

(1) *Procedural requirements.* The applicant shall submit the following information for review prior to issuance of a home-based business approval and business tax receipt:

a. Letter that describes the proposed home-based business in detail including:

1. Type of business;

2. Type of supplies and materials required to be maintained on-site in order to conduct the home-based business;

3. Number of family members who reside at the residence and are involved in the home-based business;

4. Outside clerical staff involved in the home-based business;

5. Days and hours of operation;

6. Floor area used in dwelling unit and/or accessory buildings and/or structures for the home-based business including active and storage areas.

b. Dimensional site plan of property that shows location and size of dwelling and all accessory buildings and structures on-site.

c. Dimensional floor plan that identifies rooms in a dwelling unit and/or accessory buildings and/or structures to be used for the home-based business with floor area or size of each.

d. If the use is a food cottage, describe the types of food being prepared, food storage and preparation area and location for food cottage sales.

e. Notarized letter of approval for the home-based business from the property owner and/or property manager if the location is tenant-occupied.

(2) *Conditions*: Home-based businesses are subject to the following regulations and conditions:

(a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(b) Parking related to the business activities of the home-based business must comply with the requirements of this Land Development Code that are applicable to other residential properties within the same zoning classification and the need for parking may not be greater in volume than would normally be at a similar residence where no business is conducted. This includes the operation or parking of vehicles and trailers. Any vehicles or trailers used in connection with the home-based business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surface of the residence.

(c) Outside storage of materials and equipment must comply with Sections 2-50(x) and (bb) of this Land Development Code. Heavy equipment, as defined by Section 559.955, Florida Statutes, shall be restricted to the rear and side yard and screened with a solid fence and/or landscaping so that such heavy equipment is not visible from any public right-of-way or adjoining lot.

(d) External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the

neighborhood. As viewed from the street, the use of the residential property must be consistent with the uses of the residential areas that surround the property.

(e) The home-based business must conduct retail transactions within the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

(f) The activities of the home-based business are secondary to the property's use as a residential dwelling.

(g) Hours of operation may be limited and the city may require additional information on structural design and site arrangement, to ensure the compatibility of the development with existing and proposed uses in the surrounding area.

(h) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.

(i) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(j) The application of this section does not supersede local laws, ordinances or land development regulations related to transient lodging establishment as defined in this Land Development Code and Florida Statutes.

(k) A home-based business requires an Ormond Beach Certificate of Use and business tax receipt and is subject to all other applicable City of Ormond Beach Code of Ordinances and Land Development Code regulations.

(l) Any business that does not meet the definition of a home-based business in Section 559.955, Florida Statutes, is not considered a home-based business and is not permitted to operate in a residential zoning district.

(m) One (1) nonilluminated on-premises sign, not to exceed one and one-half (1½) square feet in area is allowed provided it is mounted flat against the front wall of the dwelling or accessory structure used for the home-based business. For single-family homes of five (5) acres or greater, one (1) nonilluminated on-premises sign, not to exceed two (2) square feet in area is allowed, provided it is mounted flat against the wall of the dwelling or accessory structure used for the home-based business.

(3) *Expiration.* The home-based business and business tax receipt shall expire on September 30 of each year and shall be subject to the same renewal requirements as specified in chapter 12 of the Code of Ordinances and the Florida Statutes with regard to renewal of the business tax receipt.

(4) *Nontransferability.* A home based business approval shall not be transferred to another person through the sale, lease or rental of the property on which the home based business is located or in any other manner.

(5) *Revocation of approval.* Any violation of these regulations may result in the revocation of any home based business permit, in addition to any other remedy for such violation provided for by this Land Development Code and the Florida Statutes with regard to renewal of the business tax receipt.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2025-41

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 III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (T) HOME OCCUPATIONS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE REGULATIONS FOR HOME OCCUPATIONS BASED UPON SECTION 559.955, FLORIDA STATUTES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is an 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 III, General Regulations, Section 2-50, Accessory uses, Subsection (t), Home occupations to update the regulations for home occupations based upon Section 559.955, Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is an 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 III, General Regulations, Section 2-50, Accessory uses, Subsection (t), Home occupations to update the regulations for home occupations based upon Section 559.955, Florida Statutes.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None. This is an 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 III, General Regulations, Section 2-50, Accessory uses, Subsection (t), Home occupations to update the regulations for home occupations based upon Section 559.955, Florida Statutes.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None. This is an 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 III, General Regulations, Section 2-50, Accessory uses, Subsection (t), Home occupations to update the regulations for home occupations based upon Section 559.955, Florida Statutes.

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 III, General Regulations, Section 2-50, Accessory uses, Subsection (t), Home occupations to update the regulations for home occupations based upon Section 559.955, Florida Statutes.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised 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	January 20, 2026	**Item No**	8.D.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Tomoka Commerce Park, Planned Business Development Amendment, Issuance of a Development Order		
Recommended Action	The Planning Board recommended **APPROVAL** of a Planned Business Development for the issuance of a development order for the development of 12.48 acres for a 4 lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park, located at 890 North U.S. Hwy 1. The master development plan proposes 11 buildings, approximately 110,270 square feet		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an application submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park.

The property is located at 890 North U.S. Highway 1. The master development plan proposes 11 buildings, totaling approximately 110,270 square feet. The property had previous approvals in 1999 and 2007. The property has a preliminary plat for a four-lot subdivision that includes tree removal, site engineering, utilities, and site access approved by the Site Plan Review Committee on November 19, 2025, subject to the resolution of outstanding comments.

The project conducted a neighborhood meeting on November 12, 2025 with key items discussed being (1) traffic, (2) endangered species, (3) loss of green space, (4) flooding, (5) uses, (6) zoning, (7) needs assessment, (8) abutting “Goldy” property, and (9) rear of the property.

The Planning Board reviewed the project at the December 11, 2025, Planning Board meeting. Key public comments included:

1. Flooding within the city.
2. Impacts to on-site wetlands.
3. Too many storage units and warehouses.
4. Lack of preservation of natural systems.

Planning Board members stated:

1. The project is consistent with zoning uses and the commercial character of the US 1 corridor.
2. Project stormwater has been reviewed by Professional Engineers and has been approved by the St. Johns River Water Management District. Many properties with Ormond Beach were developed without provisions for stormwater.
3. Impacted wetlands are isolated and would not impact flooding.
4. Appropriate project along U.S. Highway 1 and abutting the railroad.
5. B-8 zoning uses could be more intensive and would be approved by the Site Plan Review Committee.

The Planning Board recommended approval of the Planned Business Development, Issuance of the Development Order with a unanimous (6-0) vote.

Financial Impact

None

Citizen Impact

Public comments have been provided at the neighborhood meeting and the Planning Board meeting. Concerns include project uses, citywide flooding, and wetland impacts.

Attachments

1. 26 - 01 Planning - Tomoka Commerce Park PBD Ordinance
2. Planning, Tomoka Commerce Park Development Order (P25-0188G)
3. Exhibit A, Tomoka Commerce Park Legal Description
4. Exhibit B, SPRC Comments
5. Exhibit C, Conditions,
6. Exhibit D, Site Plans
7. 12.11.2025 TCP DO PB Staff Report (8.5X11)
8. Draft Planning Board minutes
9. Ordinance BIE, LDC Amendment, TCP DO

ORDINANCE NO. 2026-01

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 890 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE "TOMOKA COMMERCE PARK"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR A MIXTURE OF COMMERCIAL, WAREHOUSE, AND LIGHT INDUSTRIAL USES; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, 890 North U.S. Highway 1, LLC, a Florida limited liability company, ("Applicant"), is the owner of real property ("Property Owner") located at 890 North U.S. Highway 1 (Volusia County parcel number 3242-00-00-0280), more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Applicant has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park consisting of eleven (11) buildings, totaling approximately 110,270 square feet and associated site improvements under certain conditions on the Property, consisting of approximately 12.48 acres, to be known as "Tomoka Commerce Park" as described and depicted in the Planned Business Development (PBD) Development Order attached hereto and incorporated herein; and

WHEREAS, on October 19, 1999, with Resolution 99-180, the City Commission

authorized a Planned Business Development overlay consisting of seven (7) separate buildings totaling 103,200 square feet, which has expired; and

WHEREAS, on February 20, 2007, with Ordinance 2007-04, the City Commission authorized a zoning map amendment from B-8, Commercial, to Planned Business Development and the issuance of a development order for the Root Commerce Park consisting of five office/warehouse buildings, totaling 99,000 square feet, which development order has expired; and

WHEREAS, on November 19, 2025, the Site Plan Review Committee approved the Tomoka Commerce Park Preliminary Plat, including tree removal, a four-lot plat, grading and filling, and utility construction, subject to the resolution of outstanding Site Plan Review Committee comments; and

WHEREAS, the Planning Board held a public hearing on December 11, 2025, in accordance with Section 1-15(c)(5) of the *Land Development Code,* and has recommended approval of the proposed Development Order for the project; and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes,* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations, and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns

are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Applicant for the issuance of a Planned Business Development (PBD) Development Order for the "Tomoka Commerce Park" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the "Tomoka Commerce Park" Planned Business Development for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park consisting of eleven (11) buildings, totaling approximately 110,270 square feet and associated site improvements under certain conditions on the Property, consisting of approximately 12.48 acres.

SECTION THREE. The Applicant, including the Applicant's successor and assign, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission this 20th day of January 2026.

PASSED UPON at the second and final reading of the City Commission this 3rd day of February 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	890 North US Highway 1, LLC, a Florida limited liability company
	Application No.	2025-165
	Project Name:	Tomoka Commerce Park
	Property Address:	890 North U.S. Highway 1
	Parcel ID No.:	3242-00-00-0280

PLANNED BUSINESS DEVELOPMENT (PBD) DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on January 20, 2026 and February 3, 2026, and the City Commission having considered those items as required by 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of 890 North US Highway 1, LLC, a Florida limited liability company, the owner of real property ("Property Owner") located at 890 North U.S. Highway 1 (Volusia County parcel number 3242-00-00-0280), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), for a Development Order for a Planned Business Development to be known as "Tomoka Commerce Park" to allow for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park consisting of eleven (11) buildings, totaling approximately 110,270 square feet and associated site improvements under certain conditions on the Property, consisting of approximately 12.48 acres on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, Planned Business Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee attached in Exhibit "B" shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "C";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "D".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(3)(b) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of two (2) years any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code,* and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be February 3, 2029, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(b), of the *Land Development Code.* If a building or site engineering permit is issued on or before February 3, 2029 the project shall be vested.

I. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the 890 North US Highway 1, LLC, a Florida limited liability company, and shall be binding upon 890 North US Highway 1, LLC, a Florida limited

liability company, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 3rd day of February 2026.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JASON LESLIE
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

LEGAL DESCRIPTION

From J.J. Matejka & Associates, Inc. Survey
890 North U.S. Highway 1, Parcel ID: 3242-00-00-0280

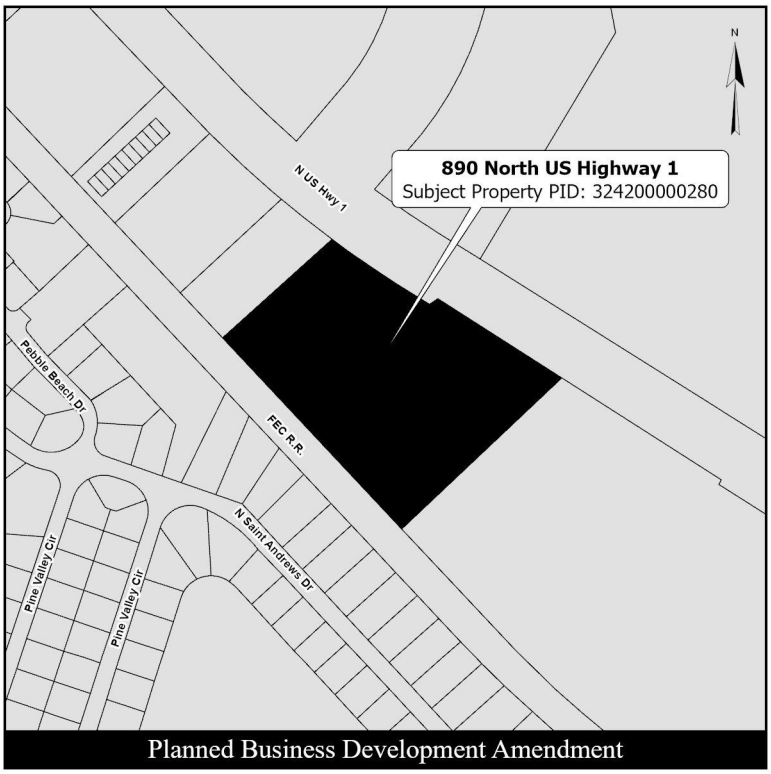
PLAT OF BOUNDARY SURVEY OF:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST DESCRIBED AS:

BEGINNING AT THE ORIGINAL SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF TOMOKA RIVER AS A POINT OF REFERENCE AND RUNNING THENCE SOUTH 80°30'53" EAST A DISTANCE OF 506.99 FEET TO THE POINT WHERE THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4 INTERSECTS THE SOUTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE SOUTH 43°01' EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4 A DISTANCE OF 728.75 FEET TO THE POINT OF A CURVE OF 1°28'36" CURVED TO THE LEFT; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE ON A 1°28'36" CURVE TO THE LEFT A DISTANCE OF 674.68 FEET TO THE POINT OF BEGINNING; CONTINUING THENCE ALONG SAID CURVE 343.37 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE 58°3' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 54 FEET; THENCE NORTH 31°57' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 10 FEET TO A POINT WHICH IS 50 FEET SOUTHWESTERLY FROM THE CENTER LINE OF SAID STATE ROAD NO. 4; THENCE SOUTH 58°3' EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 450 FEET TO A POINT; SAID POINT BEING 50 FEET FROM WHEN MEASURED AT RIGHT ANGLES, STATION 535 ON THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 31°57' WEST A DISTANCE OF 719.03 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF THE FLORIDA EAST COAST RAILWAY; THENCE NORTH 43°2' WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY TO A POINT WHICH IS 480.33 FEET FROM THE POINT OF BEGINNING AS MEASURED AT AN ANGLE OF SOUTH 46°59' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 46°59' EAST 480.33 FEET TO THE POINT OF BEGINNING.

Legal Description taken from Official Records Book 8160, page 1703.

Map of Area



PARCEL IDS:	3242-00-00-0280
OWNER:	890 NORTH US HIGHWAY 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY
APPLICANT:	890 NORTH US HIGHWAY 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY
PBD AMENDMENT ADDRESS:	890 NORTH U.S. HIGHWAY 1, ORMOND BEACH, FLORIDA 32174

PLAN CORRECTIONS REPORT (PZ-2025-000165) DO

Cara Culliver	Show the location of the historic tree, label tree size & type - The area of this tree is 72' foot diameter, show the canopy & provide 36' radius label.	05/30/2025 12:55 pm	#01 - Site Plan - 05-09-2025.pdf	15
Cara Culliver	Provide a Tree Protection/Removal Plan for Entire Development	05/30/2025 12:56 pm	#01 - Site Plan - 05-09-2025.pdf	1
Cara Culliver	- Provide existing tree legend to identify tree type.	05/30/2025 12:57 pm	#01 - Site Plan - 05-09-2025.pdf	4
Cara Culliver	- Provide existing tree legend to identify tree type.	05/30/2025 12:58 pm	#01 - Site Plan - 05-09-2025.pdf	15
Cara Culliver	- Show & label all required landscape buffers on the plat.	05/30/2025 1:07 pm	#01 - Site Plan - 05-09-2025.pdf	6
Cara Culliver	Size not shown for lateral or sleeve	05/30/2025 1:12 pm	#01 - Site Plan - 05-09-2025.pdf	18
Cara Culliver	Tree Barricade to be placed at the dripline	05/30/2025 3:40 pm	#01 - Site Plan - 05-09-2025.pdf	10

eReview Session for PZ Full Review v.2

FILES: #00 - Transmittal Letter.pdf
#01 - PDB Exhibit - 08-22-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#03 - Site Plan Rendering - 08-22-2025.pdf
#04 - Lighting Plan - 08-18-2025.pdf
#05 - Photometric Plan - 08-18-2025.pdf
#06 - Wetland Mitigation Environmental Report.pdf
#07 - SJRWMD ERP Permit.pdf
#08 - SJRWMD Technical Staff Report.pdf
#09 - Auto Turn Analysis - 08-14-2025.pdf
#10 - Proposed Permitted Uses.pdf
#11 - Project Description.pdf
#12 - Waiver and Benefit Letter.pdf
#13 - Draft DCCR of Tomoka Commerce Park POA, Inc..pdf
#14 - Draft Articles of Incorporation of Tomoka Commerce Park POA, Inc..pdf
#15 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	Planning: Please provide the total height of the light fixture. Per Section 3-68(9)(b)(1) of the Land Development Code, poles and fixtures shall not exceed twenty feet (20') in height above grade.	09/07/2025 8:55 am	#04 - Lighting Plan - 08-18-2025.pdf	1
Steven Spraker	Planning: Section 3-04(a)(3)(a) of the Land Development Code states, "A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement. The required 15% preservation is 1.872 acres. The site provides 20% and this should be added as a public benefit.	09/07/2025 9:03 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	15%	09/07/2025 9:05 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	12.483 acres X .15% = 1.872 acres	09/07/2025 9:05 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning - Note: neighborhood meeting is required.	09/07/2025 9:09 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: Traffic Impact Analysis is required.	09/07/2025 9:09 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: Applicant required to post the property for the Planning Board meeting.	09/07/2025 9:11 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: GIS staff will work to develop an address plan for review and comments.	09/07/2025 10:09 am	#00 - Transmittal Letter.pdf	5
Steven Spraker	Please see staff recommendations on allowed uses within the attachments folder. The use of allowed uses will be included in the special conditions exhibit in the development order for the project.	09/07/2025 10:13 am	#10 - Proposed Permitted Uses.pdf	1

PLAN CORRECTIONS REPORT (PZ-2025-000165)

DO

Steven Spraker	Planning note: Per Section 4-05 of the Land Development Code: Applicants shall respond to SPRC written comments within one hundred eighty (180)calendar days of the issuance date or the project shall be considered withdrawn. All projects that do not respond within the allotted time shall be required to submit a new application and SPRC review fees. Applicants may request a maximum of two (2)ninety (90)-calendar day extensions with a written request to the planning director detailing the reason for the delay in responding to the SPRC comments.	09/07/2025	10:17 am	#00 - Transmittal Letter.pdf	1
Steven Spraker	Planning, note: Project may want to consider another North US 1 sign. There are a lot of tenants and uses. A sign advertising the center may be beneficial. Staff would consider the other signs (not fronting US Highway 1) internal to the site as directional signage established by the planned development	09/07/2025	11:12 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Planning - Note: Applicant is required to post the property for the neighborhood meeting.	09/09/2025	8:33 pm	#00 - Transmittal Letter.pdf	5
Cara Culliver	Please remove all buffer calculations as these are show on the individual lot plans	09/15/2025	1:32 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Cara Culliver	Total Acres = 1.99 Ac & not 2.52 Ac	09/15/2025	1:42 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Signage note should be updated to show 5-foot setback from the P/L and that separate permit will be needed	09/15/2025	5:52 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Modify pole height to be 20' from grade to peak of fixture or shorter.	09/15/2025	6:11 pm	#04 - Lighting Plan - 08-18-2025.pdf	1
Sarah.Motes	These three (3) interior informational signs would be identified as directional signage and shall be designed in accordance with Section 3-47(F). They require a max height of 7' and 32sf copy area. A uniform sign plan is required.	09/15/2025	6:20 pm	#11 - Project Description.pdf	2

PLAN CORRECTIONS REPORT (SPRC-2025-000064) Lot 1

Cara Culliver	All natural buffer shall be shown on the tree preservation plan, this area wasn't identified.	05/30/2025	2:00 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	4'-11 1/2"	05/30/2025	2:03 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Shade tree circle need to be shown at 20' circle diameter	05/30/2025	2:05 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	5'-1/4"	05/30/2025	2:06 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Not enough room for LL, place them along the side of the bldg.	05/30/2025	2:06 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Add ground cover in from of shrubs	05/30/2025	2:07 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Place hedge along property line	05/30/2025	2:11 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- Label all lawn areas with lawn type. - Provide height and spread for all plant materials. - PM spacing shall be 24" on center due to narrow habit.	05/30/2025	2:14 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Not Shown	05/30/2025	2:16 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Provide the location on chart	05/30/2025	2:16 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Provide sleeve & size	05/30/2025	2:17 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Provide sleeve & size	05/30/2025	2:18 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Irrigation needs to be on Lot 1, revise	05/30/2025	2:18 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	100% coverage & 50% overlap, revise (numerous places)	05/30/2025	2:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Tree Barricade needs to be shown at the dripline (Typ.)	05/30/2025	3:22 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Noel Eaton	Note: The LDC allows for tenants spaces with 30 linear feet or less, 1 square foot of signage for every 1 linear foot. These units appear to be 26-28 LF which would allow 26-28 square feet of wall signage. Note: signs require separate permits	05/30/2025	5:17 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	2
Noel Eaton	Provide a list of building attributes along with paint color swatches. List the chosen architectural style for the buildings. LDC 3-69	05/30/2025	5:27 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	2

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal letter - 08-27-25.pdf
#01 - Site Plan Lot 1 - 05-08-2025.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Steven Spraker	Planning, note: Please comments in the PBD zoning project.	09/07/2025	5:11 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning, note: Project requires City Commission approval	09/07/2025	5:13 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Peter Youssef	The structure data shows 15" pipe while the plan shows 18" pipe. Please clarify and revise for consistency.	09/08/2025	7:22 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Please clarify the connecting pipe diameter is it 18" or 24"?	09/08/2025	7:36 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/08/2025	7:52 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/08/2025	7:56 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Most of the structure widths seem to be undersized. Please ensure that the structure wall width can accommodate the pipe diameter. Check the recommended FDOT minimum structure side size for a single pipe. (TYP)	09/08/2025	8:43 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5

PLAN CORRECTIONS REPORT (SPRC-2025-000064) Lot 1

Peter Youssef	Please ensure that the structure wall width can accommodate the 23? width pipe. Check the recommended FDOT minimum structure side size for a single pipe.	09/08/2025	9:02 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Show the concrete wash area location and provide detail	09/08/2025	9:08 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	Check proposed pipe invert to top of inlet structure (TC) for minimum clearances per FDOT Storm Drain Handbook. This is to ensure that the outside of the pipe (top) does not encroach into the inlet top of the slab concrete section. For example, storm structures 1-8 have clearance of 2.25 feet for 24? RCP from the invert to the inlet top. But on the FDOT minimum clearance table, the recommended distance is 4.7 feet for 24? RCP. Thus, the pipe will encroach into the inlet top of the slab concrete section and may affect structural integrity. Check all storm structures for clearances per the FDOT Storm Drain Handbook. Revise plans as needed.	09/08/2025	9:24 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Will there be a wetland impact for this project? Please discuss and provide the wetland impact exhibit and environmental report.	09/08/2025	9:34 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	2
Peter Youssef	For pond # A2 in project # SPRC-2025-000063, the Plans show the TOB elevation at 8.0□, which is lower than the 25Yrs/24 hrs and the 100 Yrs/24 hrs maximum stage of 8.16□ and 8.42□ respectively. Please revise plans to maintain 12? above the 100 -year/24-hour maximum stage elevation for all ponds.	09/09/2025	12:56 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots.	09/09/2025	1:33 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots (TYP).	09/09/2025	1:35 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	6
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	1:36 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	1:48 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025	2:12 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Cara Culliver	Only show trees to remain, please revise.	09/11/2025	6:25 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	The Infrastructure plans sheet 2A show the saved & removed trees; these trees are to remain per those plans, please remove the "X" marks.	09/11/2025	6:25 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	D Trees are missing on the legend, please correct	09/11/2025	6:27 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	The Greenbelt is 36' foot	09/11/2025	6:30 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	252'-0"	09/11/2025	6:31 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- The buffer length is 252' Subtract 36' buffer = 216' = 4 trees, 43 shrubs & 43 ground covers, please correct. - This buffer is showing zero trees & 4 are required. - The shrubs & ground cover is being met by the natural vegetation, please state this.	09/11/2025	6:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Reference the Infrastructure Plans Sheet 7 for parking lot plantings	09/11/2025	6:40 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	66, 834 SF	09/11/2025	6:59 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Landscape Area = 23,871/400 = 60 Required Trees (66,834 SF Total Lot 1 SF Subtract 33,134 SF Impervious & Subt. Bldg SF 9,829 SF = 23,871 Landscape Area); Show Math	09/11/2025	7:00 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7

PLAN CORRECTIONS REPORT (SPRC-2025-000064) Lot 1

Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/11/2025	7:04 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Total Lot 1 Impervious Parking lot = 31,552 SF (See Civil Cover Sheet)	09/11/2025	7:15 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	31,552 SF (x) 10% = 3,155 SF Required	09/11/2025	7:17 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	You would include these landscape islands as they are part of Lot 1; Show there SF's.	09/11/2025	7:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- All trees need to be 10' height & 2.5" caliper, however multi-trunked trees Wax Myrtle need to be 6" combined caliper, please revise. - IV & RI height would be 18".	09/11/2025	7:28 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Remove the VS & use all SA	09/11/2025	7:31 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	5'-8"	09/11/2025	7:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Plant ground covers in front of the shrubs	09/11/2025	7:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/11/2025	7:34 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Use the 'Select' cultivar	09/11/2025	7:39 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Note, all irrigation parts to be Lavender	09/11/2025	7:41 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/11/2025	7:43 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Would have end strips along dumpster to irrigate hedge	09/11/2025	7:44 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:28 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Shift trees due to light poles	09/12/2025	3:29 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:44 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:45 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	3
David	Civil-Based on this plan, it appears that Lot 2 will be constructed prior to the construction of Lot 1. Provide Phase plan for construction.	09/16/2025	3:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
David	Civil-It appears that Lot 2 will be constructed prior to lot 1, will the drive aisle within the rear parking area need to be constructed with Lot 2 to provide access to the exit drive? Will the Dumpster Enclosure be constructed with Lot 2 ?	09/16/2025	3:29 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5

PLAN CORRECTIONS REPORT (SPRC-2025-000065) Lot 2

Cara Culliver	6,184.06/200 = 31 Req Trees (Show calculation this way) - Need to enhance buffer to meet the (31) Required Trees - 75% of GB trees to be native	05/30/2025	2:28 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape Buffer Required; Show requirements & how it's being met	05/30/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape Buffer required	05/30/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	- See Lot 1 for the same irrigation comments.	05/30/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	9
Cara Culliver	- See Lot 1 for the same irrigation comments.	05/30/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	Silt fence needs to be placed at tree dripline, revise	05/30/2025	3:17 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Noel Eaton	Signage requies seperate permit	05/30/2025	6:33 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	2
Noel Eaton	Please list chosen architectural style of Section 3-69 and the contributing attributes	05/30/2025	6:33 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	2

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25.pdf
#01 - Site Plan Lot 2 - 05-07-2025.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Steven Spraker	Please see comment within the PBD project.	09/07/2025	5:27 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Peter Youssef	Will there be a wetland impact for this project? Please discuss and provide the wetland impact exhibit and environmental report.	09/09/2025	2:19 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	2
Peter Youssef	Will there be a change in grades for the area between the curb and the east property line of the property? If so, please provide more grading information.	09/09/2025	2:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	2:25 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025	2:27 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Provide Road termination barricades	09/09/2025	2:29 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	what is that?	09/09/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	Provide lighting plan showing all light pole locations for all lots (TYP)	09/09/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	1
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/09/2025	2:40 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	For pond # A2 in project # SPRC-2025-000063, the Plans show the TOB elevation at 8.0□, which is lower than the 25Yrs/24 hrs and the 100 Yrs/24 hrs maximum stage of 8.16□ and 8.42□ respectively. Please revise plans to maintain 12? above the 100 -year/24-hour maximum stage elevation for all ponds.	09/09/2025	2:46 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025	2:48 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5

PLAN CORRECTIONS REPORT (SPRC-2025-000065) Lot 2

Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	2:49 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025	2:51 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots (TYP).	09/09/2025	2:55 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	6
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025	2:56 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	1
Cara Culliver	50,713, see civil cover sheet	09/12/2025	2:02 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape area = 17,708 = 44 Trees Req,	09/12/2025	2:03 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	2:03 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Total Lot 2 Impervious Parking lot = 19,465 SF (See Civil Cover Sheet)	09/12/2025	2:04 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	19,465 SF (x) 10% = 1,947 SF Required	09/12/2025	2:06 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	You would include these landscape islands as they are part of Lot 2; Show there SF's.	09/12/2025	2:09 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Use the 'Select' cultivar	09/12/2025	2:57 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Caliper & not DBH	09/12/2025	2:57 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	T - Trees Missing Legend	09/12/2025	2:58 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Plant ground covers in front of the shrubs	09/12/2025	3:11 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	3:11 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Extend landscaping for seating area	09/12/2025	3:13 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Screen all A/C units; 24" hgt. evergreen hedge	09/12/2025	3:14 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Tree conflict with light pole	09/12/2025	3:15 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Note, all irrigation parts to be Lavender	09/12/2025	3:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/12/2025	3:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:21 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:22 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	9
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:48 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:48 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	3
David	1	09/16/2025	3:37 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
David	Civil-It appears that Lot 2 will be constructed prior to Lot 1, will the drive aisle for Lot 1 be constructed to allow access to the exit drive? Will the Dumpster enclosure be constucted with the initial phase? Show the turn exhibit for access to the loading zone both with and without pavement in Lot 1.	09/16/2025	3:37 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4

PLAN CORRECTIONS REPORT (SPRC-2025-000066) Lot 3

Cara Culliver	- If these parcels are stand alone they require landscape buffers on all sides of the property boundary. - Please review the new landscape code that was adopted on 02/04/25 & is available in municode.com. - Please provide a required tree chart showing the calculations in 2 ways, 1 tree per 1,500 SF & 1 tree per 400 SF of landscape area. - All parking island trees needs to be 3.5" caliper minimum. - 75% of the required trees shall be native shade trees. 50% of the required shrubs/ground covers shall be native. - Provide an existing tree legend. - Trees in landscape buffers are required every 50' lineal feet. - Bold the property line - SEE COMMENTS FROM LOT 1 & 2. - LL is Ligustrum japonicum & PM is macrophyllus (See comments on Overall Submittal). - Height & spread for all plant materials. - Shade trees to be shown with a 20' diameter circle.	05/30/2025	2:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	See cover for Impervious Area, Same comments as Lot 1 & 2	05/30/2025	2:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	All existing vegetation shall be clouded & SHOWN on the Tree Protection Plan - Small trees between 2"-5.99" inches will need to be surveyed for credit.	05/30/2025	2:44 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Provide Buffer Calculations	05/30/2025	2:48 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Dumpster Needs to be moved here, due to historic Live Oak	05/30/2025	2:54 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	9'-2"	05/30/2025	2:55 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	8'-8"	05/30/2025	2:55 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Landscape islands shall be 10' width, please reivse	05/30/2025	2:56 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	- See previous comments made for Lots 1 & 2.	05/30/2025	3:01 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- See previous comments made for Lots 1 & 2.	05/30/2025	3:02 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	- Show the location of the historic tree	05/30/2025	3:03 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Reference Tree Barricade on Sheet ??	05/30/2025	3:05 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Steven Spraker	OLD	08/27/2025	11:21 pm	#05 - Letter of Authorization.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#00 - Transmittal Letter.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#08 - Permit Summary.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#07 - Quit Claim Deed.pdf	1

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25.pdf
#00 - Transmittal Letter.pdf
#01 - Site Plan Lot 3 - 05-06-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf

PLAN CORRECTIONS REPORT (SPRC-2025-000066) Lot 3

#03 - Site Plan Review Application Lot 3.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#04 - Property Appraiser.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#05 - Letter of Authorization.pdf
#06 - Permit Summary List.pdf
#06 - Sunbiz Report.pdf
#07 - Quit Claim Deed.pdf
#08 - Permit Summary.pdf
Doc1.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	OLD	08/27/2025 11:21 pm	#05 - Letter of Authorization.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#00 - Transmittal Letter.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#08 - Permit Summary.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#07 - Quit Claim Deed.pdf	1
Ken Gaines	NFPA-1, Chapter-13.3.2.26.5 Mini-Storage Building. An automatic sprinkler system shall be installed throughout all mini-storage buildings greater than 2500 ft2 (232 m2) and where any of the individual storage units are separated by less than a 1-hour fire-resistance–rated barrier.	08/29/2025 8:28 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Ken Gaines	If any of these building fall within the parameters of NFPA-1, Chapter-13 or any other code that is applicable to the occupant, the building will have to protected by a fire sprinkler system regardless the date after construction. I will accept your recommendation of extending a wet horizontal standpipe to the rear of building 3A & B until such time as other fire codes prevail. This standpipe will have to installed based on NFPA-14 standards for vertical standpipe systems.	08/29/2025 8:31 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Steven Spraker	Site plan requires approval of the PBD amendment.	09/07/2025 5:41 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Please see comment on the PBD zoning file.	09/07/2025 5:42 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning - This sheet is for buildings 1 and 2 and does not appear to be applicable to the Lot 3 building.	09/07/2025 5:56 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	1
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025 3:03 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	1
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025 3:08 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025 3:08 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Peter Youssef	Check the North Arrow Direction (TYP)	09/09/2025 3:10 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025 3:30 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	The structure label doesn't show the structure's diameter. Please show the diameter and ensure that the structure can accommodate the connecting pipes. Check the recommended FDOT minimum structure size. (TYP)	09/09/2025 3:31 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025 3:42 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/09/2025 3:42 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5

PLAN CORRECTIONS REPORT (SPRC-2025-000066) Lot 3

Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	3:48 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	The (2) 12" oak & D 11" are missing, see last submittal, these trees were here	09/12/2025	3:33 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Cara Culliver	Move silt fence at drip line of 19" Oak	09/12/2025	3:34 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Cara Culliver	9'-2 1/2"	09/12/2025	3:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	8'-8"	09/12/2025	3:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Per previous comments all landscape islands need to be 10' foot width	09/12/2025	3:37 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	452'-3/4"	09/12/2025	3:39 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	- Buffer not meeting tree requirement, note is not sufficient - Show on the chart how your meeting each requirement (show the provided information)	09/12/2025	3:41 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Please add back the 37" LO as and relocate the dumpster per previous comment on 05/30/25.	09/12/2025	3:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Dumpster needs to move due to 37" LO	09/12/2025	3:46 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Requirement may be deficient	09/12/2025	6:27 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	6:30 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Total Lot 3 Impervious Parking lot = 24,633 SF (See Civil Cover Sheet)	09/12/2025	6:32 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	24,633 SF (x) 10% = 2,463 SF Required (Show Math)	09/12/2025	6:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	2,532 SF	09/12/2025	6:38 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	6:45 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:46 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:47 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Adjust tree from sign	09/12/2025	6:49 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:50 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Move hedge along bldg & add ground cover in the front	09/12/2025	6:50 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	229'-1/2"	09/12/2025	6:51 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Note is insufficient; show in chart for how your meeting this requirement, currently deficient	09/12/2025	6:52 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Per previous comment on 05/30/25, provide buffer calculations	09/12/2025	6:56 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscape islands need more than 2 heads, please revise	09/12/2025	7:34 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	7:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	7:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/12/2025	7:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	Note, all irrigation parts to be Lavender	09/12/2025	7:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10

PLAN CORRECTIONS REPORT (SPRC-2025-000066) Lot 3

Sarah.Motes	Planning - These drawings are for Blds 1 & 2 - Please upload correct elevation Add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	7:20 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - These drawings are for Blds 1 & 2 - Please upload correct elevation Add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	7:22 pm	#02 - Architects Memo with Color Elevations.pdf	3
David	Civil-During construction will the traffic return through this exit? f so, provide a construction entrance to ensure the lack of tracking on the completed asphalt. Care should be taken in the area of the proposed dumpster enclosure and the 37" live oak.	09/18/2025	4:00 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
David	Civil- Is the loading zone location acceptable for all the the suites?	09/18/2025	4:05 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4

PLAN CORRECTIONS REPORT (SPRC-2025-000067) Lot 4

Cara Culliver	Tree Barricade & Silt Fence Needs to be at the Dripline	05/30/2025	3:34 pm	#01 - Site Plan Lot 4 - 05-06-2025.pdf	3

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25 (1).pdf
#01 - Site Plan Lot 4 - 08-27-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Mike	Advisory : This fitting callout should likely be at the proposed hydrant	09/05/2025	2:51 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	6
Steven Spraker	Site plan requires approval of the PBD amendment.	09/07/2025	5:51 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Please see comment within PBD project file.	09/07/2025	5:51 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning, note - This sheet appears to be for buildings 1 and 2 and would not be applicable to Lot 4.	09/07/2025	5:52 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	1
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025	3:55 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	1
Peter Youssef	Please add permanent road termination barricades	09/09/2025	3:57 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	4
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	4:05 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025	4:06 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025	4:13 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	4:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Peter Youssef	Please ensure that the structure wall width can accommodate the 30? pipe and 18" as well. Check the recommended FDOT minimum structure side size for a single pipe. Also Check proposed pipe invert to top of inlet structure (TC) for minimum clearances per FDOT Storm Drain Handbook. (TYP)	09/09/2025	4:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Cara Culliver	Previous comment made on 05/30/25, the silt needs to be at the drip line of the trees	09/12/2025	7:45 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Cara Culliver	Add slick trunks	09/12/2025	7:47 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Make readable and add 'Select' cultivar	09/12/2025	7:48 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	42,679 SF (x) 10% = 4,268 SF Required (Show Math)	09/12/2025	7:50 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	6' foot landscape buffer required per previous comment	09/12/2025	7:53 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Can't include landscape buffer is VUA calculations	09/12/2025	7:54 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Remove as total lot SF isn't applicable to VUA calculations	09/12/2025	7:54 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7

PLAN CORRECTIONS REPORT (SPRC-2025-000067) Lot 4

Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	7:57 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min. (All 4 areas)	09/12/2025	7:58 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Re-work walkway to provide 200 SF of landscape area; A 3.5" caliper tree is required as well as shrubs/ground covers	09/12/2025	7:59 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min. (All 4 areas)	09/12/2025	8:00 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	8:01 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	8:01 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	8'-8"	09/12/2025	8:02 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	All landscape islands need to be 200 SF min.	09/12/2025	8:02 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Show the entire parcel as per previous comment made on 05/30/25.	09/12/2025	8:07 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Note is insufficient, provide the req. buffer trees & ground covers	09/12/2025	8:08 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	7 Req. Trees & 68 shrubs & ground covers	09/12/2025	8:09 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscape islands need more than 2 heads, please revise	09/12/2025	8:13 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	9
Cara Culliver	Irrigate island, see landscape comment	09/12/2025	8:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	9
Cara Culliver	The irrigation comments are the same for Lots 1-3	09/12/2025	8:15 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	8:20 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	10
David	Civil-Will the construction traffic need to circle the project area? If so then provide a construction entrance to both areas. The	09/18/2025	4:39 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3

890 North U.S. Highway 1
Tomoka Commerce Park
Special Conditions

1. **Project size.** Total project size is approximately 12.48 acres.
2. **Uses allowed.** The following uses are allowed as follows:

Lots 1 and 2

Use
Bingo Parlor
Bowling Center
Business/Professional Office
Business Services
Child Care Facility
Club and Fraternal Organization
Convenience Store, Type "A"
Cosmetic Tattoo
Financial Institution
House of Worship
Instructional Physical Activity
Malted Beverage Producer
Medical Supply/Rental
Non-Emergency Medical Transportation Services
Personal Services
Pool Hall/Billiards
Public Facilities
Public Utilities
Recreation Facilities, Indoor
Restaurant Type "A"
Restaurant Type "B"
Restaurant Type "C"
Retail Sales and Service
Retail Sales and Service, Showroom
School, Private
Shopping Center
Skating Center
Telecommunication Tower/Antennae, Camouflaged
Veterinarian
Virtual Golf Centers
Wine, Beer or Liquor Store

Tomoka Commerce Park List of Uses for Lots 3 & 4

Use
Business Warehouse
Industrial, Light
RV and Boat Storage (indoors only)
Warehouse, Mini-Rental

3. **Site signage.** Each lot will include a monument sign that is a maximum copy area of 64-square-feet and a maximum height of eight (8') feet. The project will also include internal directional signage that is not visible from North U.S. Highway 1 and will abide by the Land Development Code directional signage requirements.
4. **Wall signage.** Wall signage will abide by the Land Development Code requirements.
5. **Deviation.** Land Development Code Section 3-05(c)(10) and Section 3-05(c)(16) to delete the building foundation planting requirement on Lot 3 and Lot 4 buildings. The applicant states that these areas are screened at the west property line by a 20-foot perimeter natural vegetation landscape buffer and a continuous hedge adjacent to the railroad tracks. The required building foundation planting requirement on Lot 3 and Lot 4 buildings are hereby granted.
6. **Deviation.** Land Development Code Section 3-06(d) to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at project perimeter at Lot 1 and 3 and Lot 2 and 3, includes a continuous hedge, and abut common area stormwater dry retention areas with proposed trees. The Lot 3 and 4 interior lot line abut tract "A" common area and include a 2-way driveway, sidewalk, parking, and loading zones. The request to relocate the required plantings along Lots 1 and 2 is hereby granted based on a shared drive aisle.
7. **Historic Trees.** The Historic Tree Reviews dated February 7, 2025, and March 24, 2025, prepared by Don Spence, Ph.D., Native Florida Landscapes, LLC, identify three historic live oaks to be preserved. A fourth tree, tree #5 in the Historic Tree Reviews, has been reviewed and is recommended for removal. Mr. Spence states, "It is my determination that this tree is in a state of decline with no signs of growth." Section 3-03(3) of the Land Development Code requires City Commission approval of historic tree(s). The removal of historic tree #5 is hereby approved.
8. **Hours of construction.** All exterior construction shall occur from 7:00 A.M. to 7:00 P.M., Monday through Saturday.

9. **Outdoor storage/Activity.** No outdoor storage or activities are allowed in this development. Commercial uses and non-profit organizations may obtain special event permits in accordance with the Land Development Code. Any outdoor storage or activity shall require a Special Exception or a Planned Business Development amendment.

10. **Lot Requirements.** The site plan layout and setbacks shown in Exhibit "D" are hereby approved. The dimensional standards for the project are as follows:

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

SITE DATA

TAX PARCEL NUMBER: 3242-00-00-0280
SITE AREA = 543,776 S.F. = 12.483 ACRES
LOT 1 = 1.534 ACRES
LOT 2 = 1.164 ACRES
LOT 3 = 2.456 ACRES
LOT 4 = 3.614 ACRES
COMMON AREA TRACT "A" ACCESS, MAINTENANCE, UTILITY, AND TREE PRESERVATION = 3.659 ACRES
PARCEL "A" LIFT STATION DEDICATED TO THE CITY ORMOND BEACH = 0.057 ACRES

BUILDING COVERAGE

LOT 1	9,829
LOT 2	9,829
LOT 3	8,626
	8,626
	8,626
	8,626
	8,626
LOT 4	8,626
	8,626
	4,308
	17,274
	17,274
TOTAL	110,270 S.F. = 20.28% BUILDING COVERAGE

F.A.R. = 0.2028

IMPERVIOUS AREA

IMPERVIOUS AREA:		
TRACT A IMPERVIOUS =	45,599 S.F.	= 28.61%
LOT 1 IMPERVIOUS =	33,134 S.F.	= 49.58%
LOT 2 IMPERVIOUS =	23,576 S.F.	= 46.49%
LOT 3 IMPERVIOUS =	69,468 S.F.	= 64.96%
LOT 4 IMPERVIOUS =	110,018 S.F.	= 69.80%
TOTAL IMPERVIOUS =	281,796 S.F.	= 51.82%
TOTAL LANDSCAPE AREA =	261,981 S.F.	= 48.18%

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

TREE PRESERVATION CALCULATION:

SITE AREA: 12.483 ACRES
TREE PRESERVATION AREA REQUIRED = 20%
12.483 ACRES X 0.20 = 2.50 ACRES
TREE PRESERVATION PROVIDED:
(INCLUDING WETLANDS AND UPLAND BUFFERS) = 2.52 ACRES = 20.18%

LANDSCAPE BUFFERS

US-1 = 36 FT
NORTH = 6 FT
SOUTH = 6 FT
WEST = 20 FT

SPECIEM TREE CALCULATION:

360 SPECIMEN TREES
3 HISTORIC TREES
383 SPECIMEN/HISTORIC TREES
12.483 ACRES
30.68 SPECIMEN TREES PER ACRE (MORE THAN 8.0 PER ACRE – RETAIN 4 PER ACRE)

SPECIMEN TREES REQUIRED:
4 SPECIMEN TREES PER ACRE = 12.483 X 4 = 49.932 (50) SPECIMEN TREES TO REMAIN

SPECIMEN TREES TO REMAIN = 57

LANDSCAPE SITE DATA CHART:

1 TREE/1,500 S.F.
SITE AREA = 12.483 ACRES = 543,759 S.F./1,500 S.F. = 362.5 (363) REQUIRED TREES

EXISTING TREES:
TREE PRESERVATION AREA = 2.52 ACRES = 109,808 S.F. X 0.007 TREES/ACRES = 769 TREES

PROPOSED TREES:

LOT 1 =	14 TREES
LOT 2 =	13 TREES
LOT 3 =	43 TREES
LOT 4 =	45 TREES
TRACT A =	62 TREES
TOTAL =	177 TREES

769 EXISTING TREES + 177 PROPOSED TREES = 946 TOTAL TREES

WETLAND ANALYSIS

WETLAND A = 1.0169 ACRES (TO REMAIN)
WETLAND B = 0.4406 ACRES (TO BE IMPACTED)
WETLAND C = 0.0269 ACRES (TO BE IMPACTED)

TOTAL IMPACTED WETLANDS = 0.4675 ACRES
TOTAL WETLANDS TO REMAIN= 1.0169 ACRES

SURFACE WATER IMPACTS

SURFACE WATER IMPACTS = 0.088 ACRES

GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

PARKING CALCULATION

LOT 1 PARKING CALCULATION
REQUIRED PARKING
BUILDING #1 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 S.F. = 49.15 (49) SPACES REQUIRED

PARKING PROVIDED:
STANDARD 73
HANDICAP 4
TOTAL 77

LOT 2 PARKING CALCULATION
REQUIRED PARKING
BUILDING #2 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 = 49.15 (49) SPACES REQUIRED

PARKING PROVIDED:
STANDARD 50
HANDICAP 4
TOTAL 54

LOT 3 PARKING CALCULATION
REQUIRED PARKING
BUILDING #3A = 8,626 S.F.
BUILDING #3B = 8,626 S.F.
BUILDING #3C = 8,626 S.F.
BUILDING #3D = 8,626 S.F.
TOTAL #3A – 3D = 34,504 S.F.

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,436 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/750 S.F. (1,000 S.F. TO 4,000 S.F.) 436/750 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

4 BUILDINGS 6 UNITS PER BUILDING = 24 UNITS X 3 SPACES/UNIT = 72

PARKING PROVIDED:
STANDARD/DRIVEWAY 52
GARAGE 24
HANDICAP 4
TOTAL 80

LOT 4 PARKING CALCULATION
REQUIRED PARKING
BUILDING #4A = 8,626 S.F.
BUILDING #4B = 8,626 S.F.
BUILDING #4C = 4,308 S.F.
BUILDING #4D = 17,274 S.F.
BUILDING #4E = 17,274 S.F.
TOTAL #4A – 4E= 56,108 S.F.

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,436 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/750 S.F. (1,000 S.F. TO 4,000 S.F.) 436/750 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

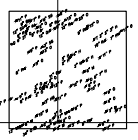
BUILDING 4A – 6 UNITS = 18 SPACES
BUILDING 4B – 6 UNITS = 18 SPACES
BUILDING 4C – 3 UNITS = 9 SPACES
BUILDING 4D – 12 UNITS = 36 SPACES
BUILDING 4E – 12 UNITS = 36 SPACES
TOTAL PARKING REQUIRED = 117 SPACES

PARKING PROVIDED:
STANDARD/DRIVEWAY 83
GARAGE 39
HANDICAP 5
TOTAL 127

LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00' 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS



NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 R.L.A. #6667003
PETER B. MYNCHENBERG, P.E. #32645
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA

PBD – MASTER DEVELOPMENT PLAN

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 50'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:00:13 -04'00'

SEAL



TOMOKA COMMERCE PARK ORMOND BEACH * FLORIDA RENDERING	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #.6666701 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. 1 DATE 8/8/2025 DESCRIPTION REVISED BY SLB REVISIONS

SEAL: Digitally signed by Parker Mynchenberg, P.E. #32645 Date: 2025.08.27 09:01:11 -04'00'

SCALE: 1" = 40' Date: 4/15/2025 Drawn By: SLB File No. 233ASP.dwg SHEET NO. 1

TOMOKA COMMERCE PARK - LOT 1

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 6" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

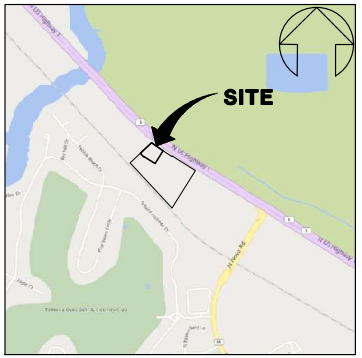
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CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 1

LOT 1 TOMOKA COMMERCE PARK MB____ PGS ____-____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH FL, 32174
LOT 1 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL, 32174

LOT 1 = 66,834 S.F. = 1.534 ACRES

LOT 1 BUILDING COVERAGE = 9,829/66,834 = 14.71% COVERAGE

LOT 1 FAR = 9,829/66,834 = 0.1471 FAR

PROJECT DESCRIPTION:

CONSTRUCT 9,829 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

LOT 1 TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 1 = 1.534 ACRES

LOT 1 IMPERVIOUS AREA:

EXISTING PAVING AND CURB =	13,410	S.F.
BUILDING =	9,829	S.F.
PARKING AND CURB =	18,142	S.F.
SIDEWALKS =	4,787	S.F.
SEATING AREA (OPTIONAL) =	375	S.F.
TOTAL IMPERVIOUS AREA =	46,543 S.F. =	69.64%
TOTAL LANDSCAPE AREA =	20,291 S.F. =	30.36%

BUILDING DATA

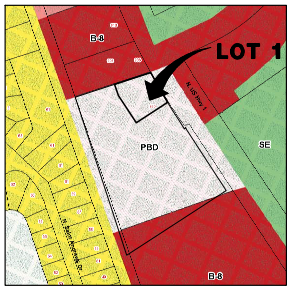
NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

LOT 1 PARKING CALCULATION
REQUIRED PARKING
BUILDING #1 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 S.F. = 49.15 (49) SPACES REQUIRED

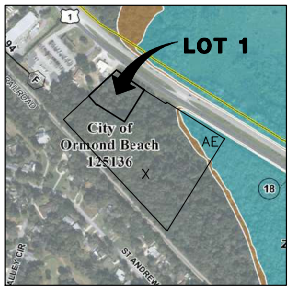
PARKING PROVIDED:

STANDARD	73
HANDICAP	4
TOTAL	77



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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PARKER MYNCHENBERG, P.E. #32645 L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

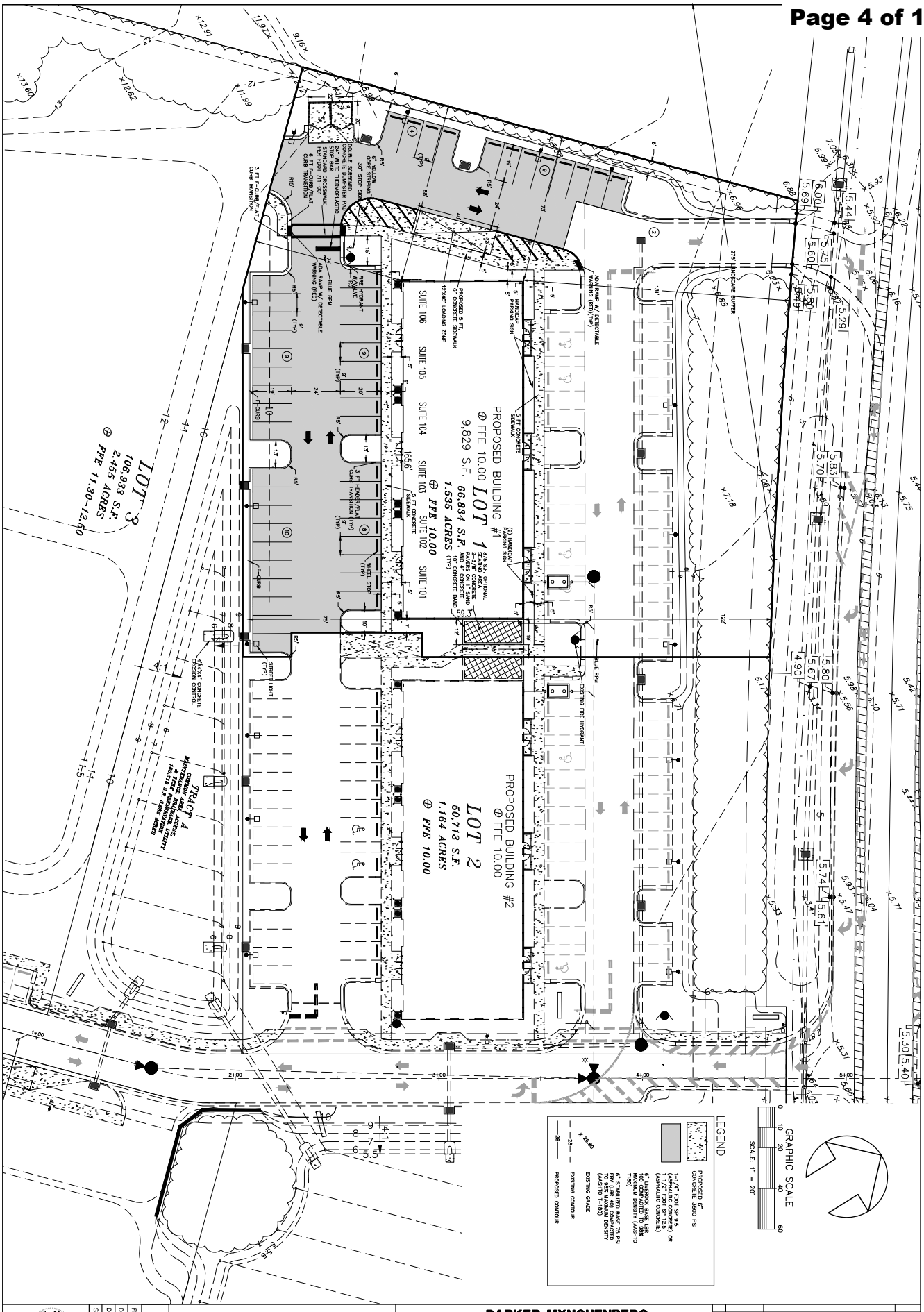
COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
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Date: 4/15/2025
SCALE: NONE

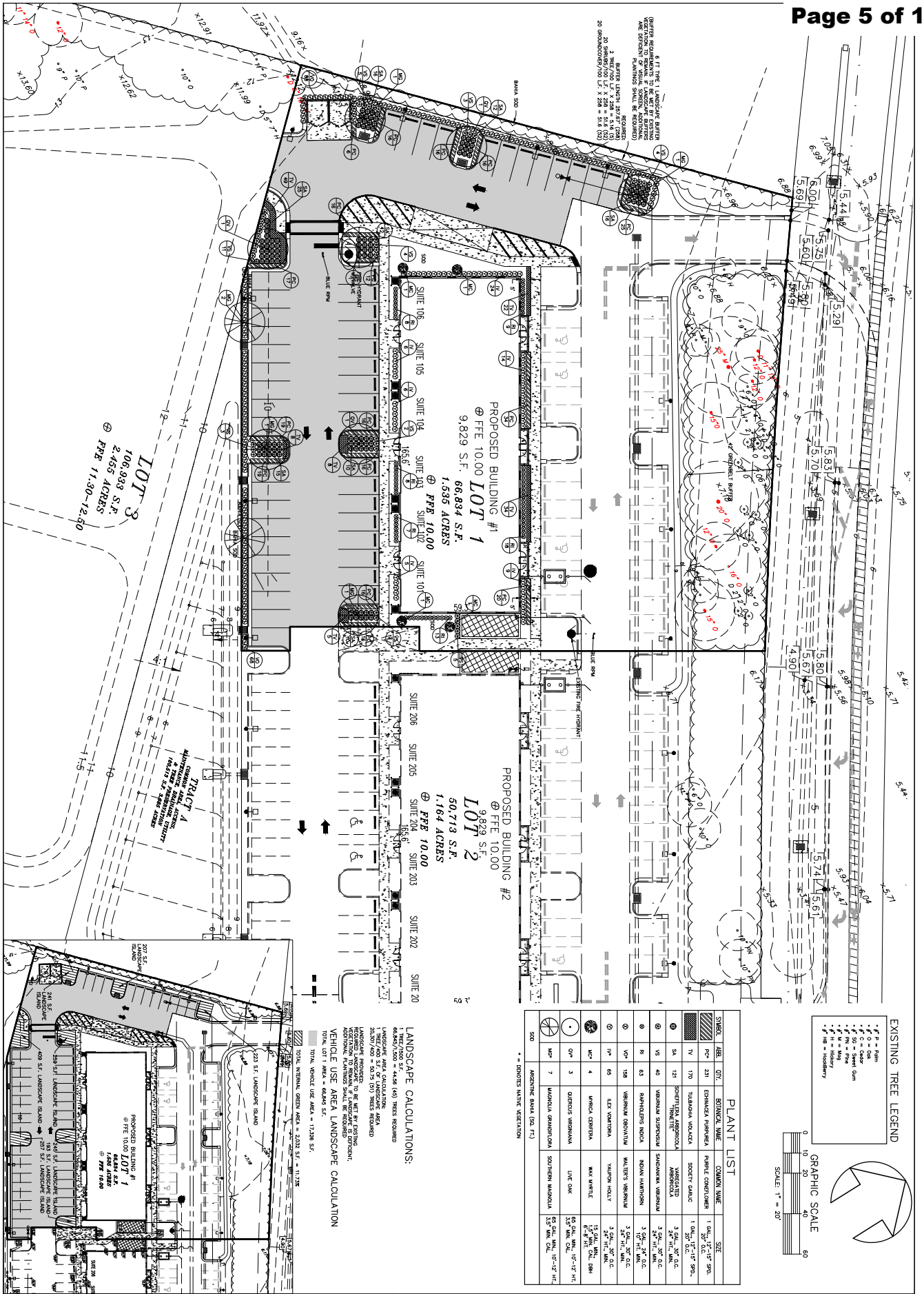
Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:20:45 -04'00'

SEAL



TOMOKA COMMERCE PARK–LOT 1 FINAL SITE PLAN ORMOND BEACH * FLORIDA SITE PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53685 R.L.A. #6666701I KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	File No. 2334SP.dwg Drawn By: SLB Date: 4/15/2025 SCALE: 1" = 20' SHEET NO. 3 SEAL Digitally signed by Parker Mynchenberg Date: 2025.08.27 09:22:00 -04'00'

NO.	DATE	DESCRIPTION	BY
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1	8/8/2025	REVISED	SLB



EXISTING TREE LEGEND

- P = Palm
- O = Oak
- C = Cedar
- SG = Sweet Gum
- Pine
- M = Mag
- H = Hickory
- HB = Hackberry

GRAPHIC SCALE
SCALE: 1" = 20'

PLANT LIST

SYMBOL	ABR.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PC*	231	EUNIACEA PURPUREA	PURPLE CONEFLOWER	1 GAL., 12"-15" SPD. 20" O.C.
	TV	170	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 20" O.C.
⊕	SA	121	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
⊕	VS	40	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
⊕	RI	63	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 30" O.C. 24" HT., MIN.
⊕	VO*	158	VIBURNUM ODORATUM	WALTER'S VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
⊕	I'*	65	ILEX VOMITORIA	YAUPON HOLLY	3 GAL., 30" O.C. 24" HT., MIN.
⊕	MC*	4	MYRICA CERIFERA	WAX MYRTLE	15 GAL., MIN. 6'-8' HT.
	QV*	3	QUERCUS VIRGINIANA	LIVE OAK	65 GAL MIN., 10"-12" HT., 3.5" MIN. CAL.
	MG*	7	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	65 GAL MIN., 10"-12" HT., 3.5" MIN. CAL.
SOD			ARGENTINE BAHIA (SQ. FT.)		

* = DENOTES NATIVE VEGETATION

LANDSCAPE CALCULATIONS:

64,845/1,500 = 44.04 (44) TREES REQUIRED

LANDSCAPE AREA
20,307/400 = 50.75 (51) TREES REQUIRED

LANDSCAPE PROVIDED:
EXISTING VEGETATION TO REMAIN, IF LANDSCAPE IS DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED

VEHICLE USE AREA LANDSCAPE CALCULATION

TOTAL LOT 1 AREA = 66,845 S.F.

TOTAL VEHICLE USE AREA = 17,328 S.F.

TOTAL INTERNAL GREEN AREA = 2,033 S.F. - 11.73%

TOMOKA COMMERCE PARK–LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

SHEET NO. 6

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, R.L.A. LA0001553 Date: 2025.08.27 09:23:13 -04'00'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #57685 R.L.A. #-A0667001
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	8/8/2025	REVISED	SLB

TOMOKA COMMERCE PARK - LOT 2

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.
10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

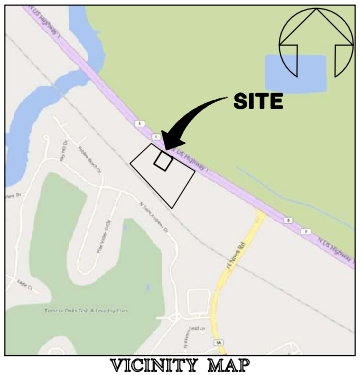
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CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 2

LOT 2 TOMOKA COMMERCE PARK MB _____ PGS _____-_____.



VICINITY MAP

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LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
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   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
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   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH, FL. 32174
LOT 2 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL. 32174
LOT 2 = 50,713 S.F. = 1.164 ACRES

LOT 2 BUILDING COVERAGE = 9,829/50,713 = 19.38% COVERAGE

LOT 2 FAR = 9,829/50,713 = 0.1938 FAR

PROJECT DESCRIPTION:

CONSTRUCT 9,829 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, SIGNAGE, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 2 = 1.164 ACRES

LOT 2 IMPERVIOUS AREA:
- EXISTING PAVING AND CURB = 9,428 S.F.
- BUILDING = 9,829 S.F.
- PARKING AND CURB = 10,037 S.F.
- SIDEWALKS = 3,336 S.F.
- SEATING AREA (OPTIONAL) = 375 S.F.
- TOTAL IMPERVIOUS AREA = 33,005 S.F. = 65.08%
- TOTAL LANDSCAPE AREA = 17,708 S.F. = 34.92%

BUILDING DATA

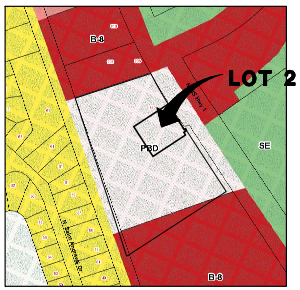
NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

LOT 2 PARKING CALCULATION
REQUIRED PARKING
BUILDING #2 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 = 49.15 (49) SPACES REQUIRED

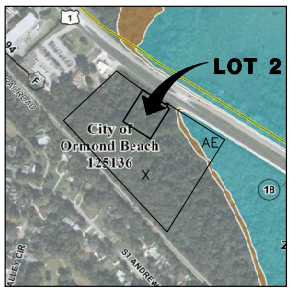
PARKING PROVIDED:

STANDARD	50
HANDICAP	4
TOTAL	54



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
STEVE BUCHENBERG, P.E. #36831 L.A. #6667201
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

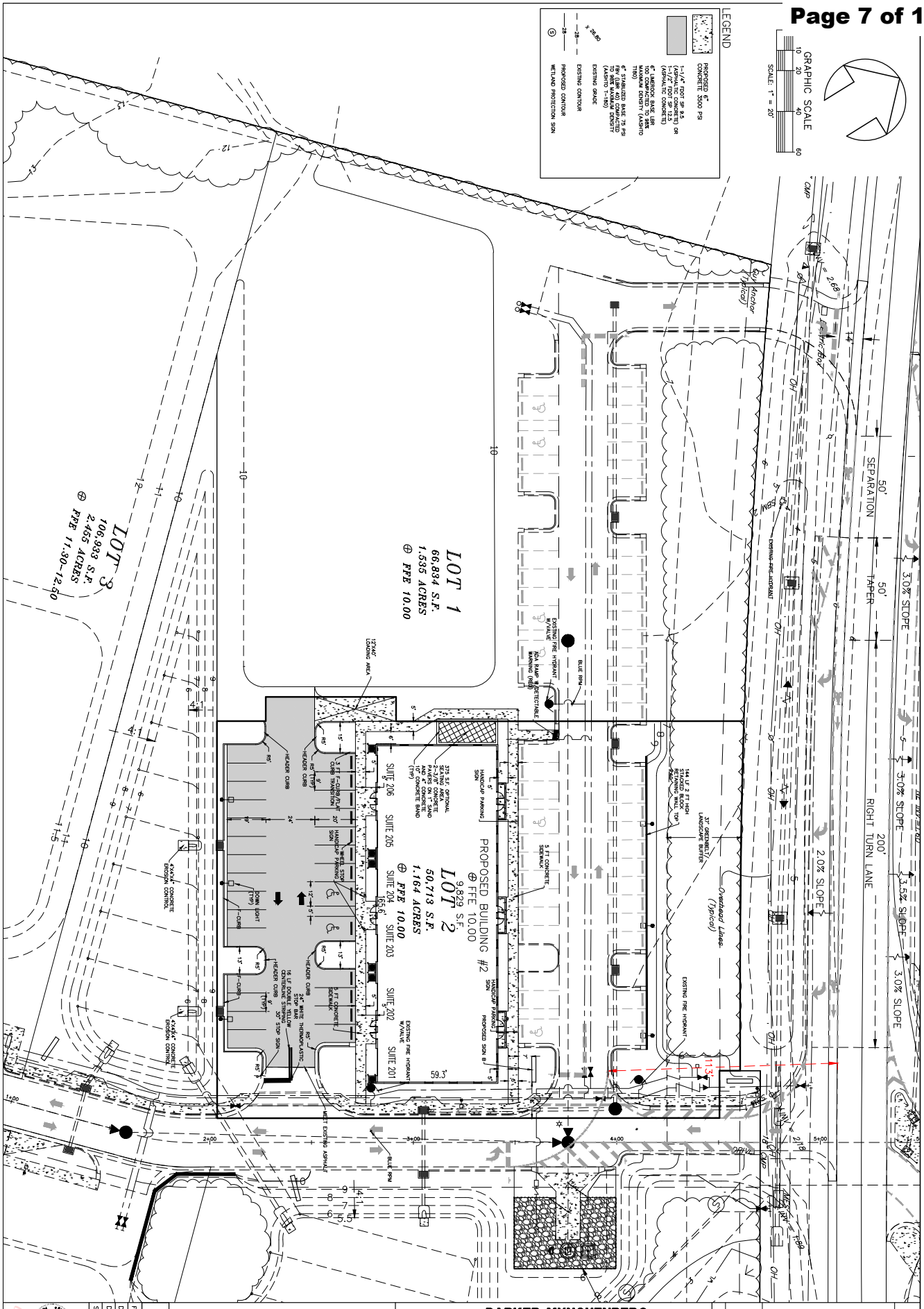
COVER SHEET

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SHEET NO.

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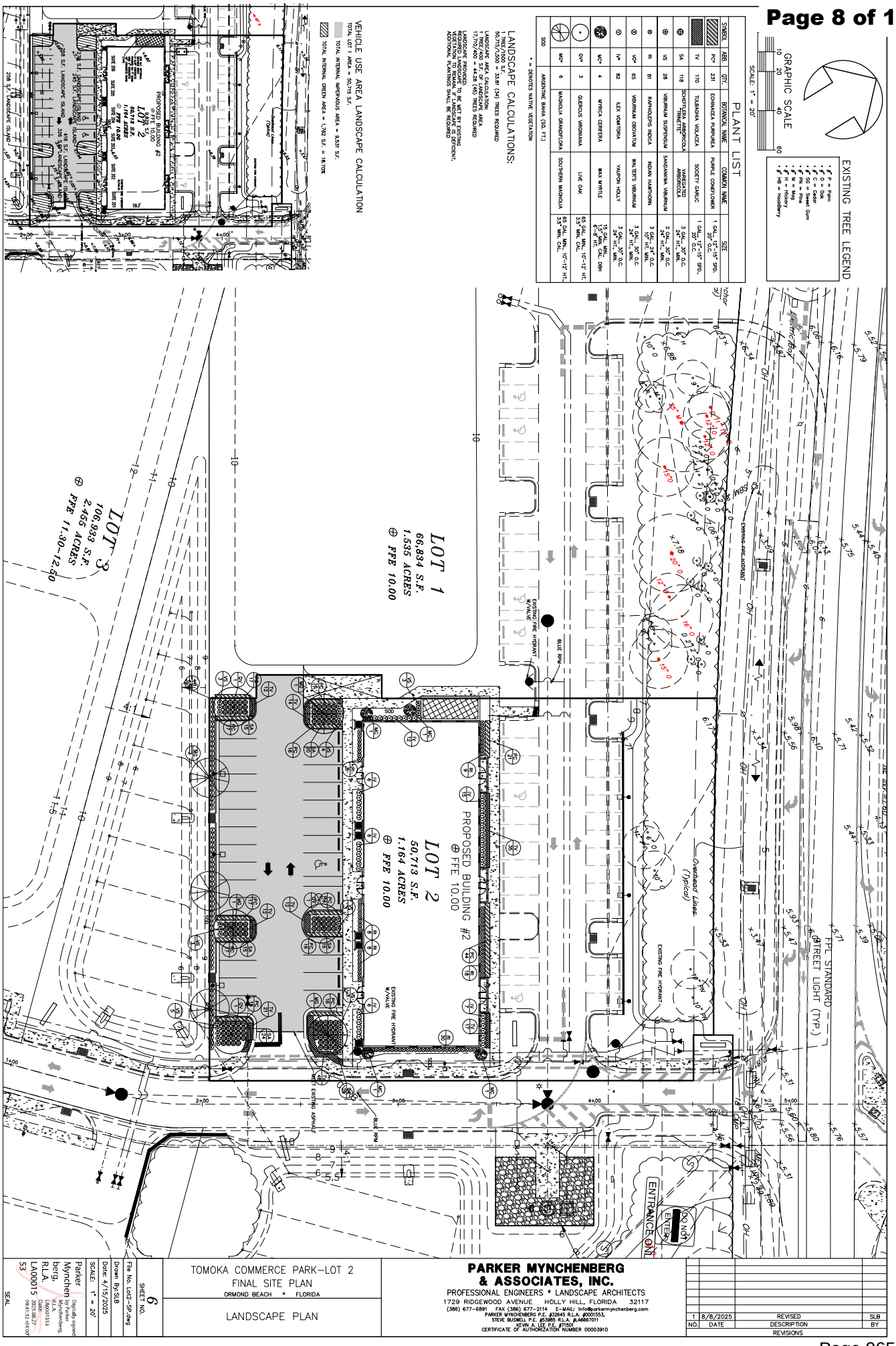
Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:38:06 -04'00'

SEAL



TOMOKA COMMERCE PARK–LOT 2 FINAL SITE PLAN ORMOND BEACH * FLORIDA SITE PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #30645 R.L.A. #0001553, STEVE BUSWELL P.E. #53865 R.L.A. #AA26007011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	SEAL Digitally signed by Parker Mynchenberg Date: 2025.08.27 09:40:10 -04'00' Date: 4/15/2025 SCALE: 1" = 20' Drawn By: SLB File No. Lot2-SP.dwg SHEET NO. 3

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	8/8/2025	REVISED	SLB



TOMOKA COMMERCE PARK–LOT 2
FINAL SITE PLAN
ORMOND BEACH • FLORIDA

LANDSCAPE PLAN

SHEET NO. 6
File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Parker Mynchenberg, P.A. LA0001553
Digitally signed by Parker Mynchenberg, P.A. LA0001553
Date: 2025.08.21 09:11:32 -04'00'
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667001
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

TOMOKA COMMERCE PARK - LOT 3

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

ENERAL NOTES

BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.

TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.

3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.

4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.

5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.

6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 6" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.

7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.

8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.

9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.

10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.

11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.

12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.

2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.

3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.

4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.

5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.

6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.

7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.

8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.

9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

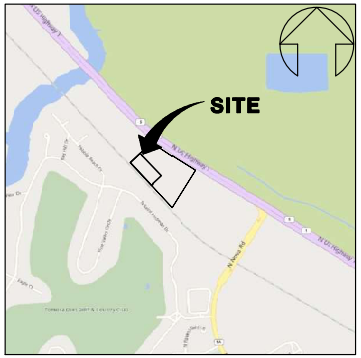
LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 3

LOT 3 TOMOKA COMMERCE PARK MB ____ PGS ____-____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-12	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
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LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE COMMERCIAL BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH, FL 32174
LOT 3 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL 32174
LOT 3 AREA = 106,933 S.F. = 2.455 ACRES

LOT 3 BUILDING COVERAGE = 34,504/106,933 = 32.27% BUILDING COVERAGE

LOT 3 FAR = 34,504/106,933 = 0.3227 FAR

PROJECT DESCRIPTION:

CONSTRUCT (4) 8,826 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 3 = 2.455 ACRES

LOT 3 IMPERVIOUS AREA:

BUILDINGS =	34,504 S.F.	
PARKING AND CURB =	24,633 S.F.	
SIDEWALKS =	10,331 S.F.	
TOTAL IMPERVIOUS AREA =	69,468 S.F.	= 64.96%
TOTAL LANDSCAPE AREA =	37,465 S.F.	= 35.04%

BUILDING DATA

NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

LOT 3 PARKING CALCULATION
REQUIRED PARKING

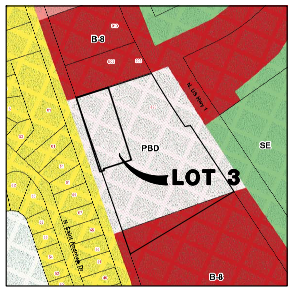
BUILDING #3A =	8,626 S.F.	
BUILDING #3B =	8,626 S.F.	
BUILDING #3C =	8,626 S.F.	
BUILDING #3D =	8,626 S.F.	
TOTAL #3A - 3D =	34,504 S.F.	

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,436 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/250 S.F. (1,000 S.F. TO 4,000 S.F.) 436/250 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

4 BUILDINGS 6 UNITS PER BUILDING = 24 UNITS X 3 SPACES/UNIT = 72

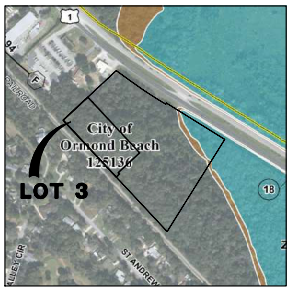
PARKING PROVIDED:

STANDARD/DRIVEWAY	52
GARAGE	24
HANDICAP	4
TOTAL	80



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
EXISTING CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

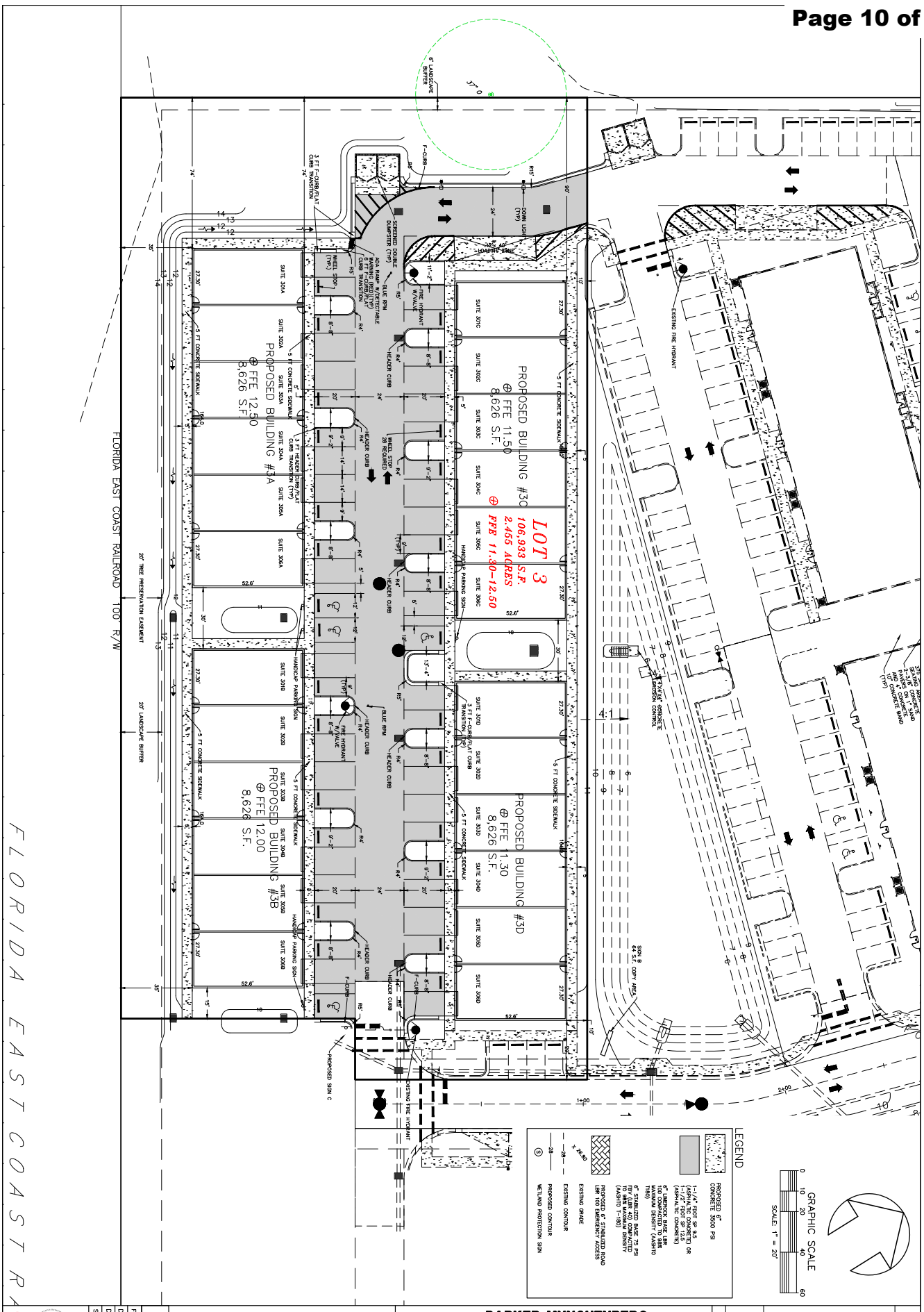
COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
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Date: 4/15/2025
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 10:01:21 -04'00'

SEAL



TOMOKA COMMERCE PARK–LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

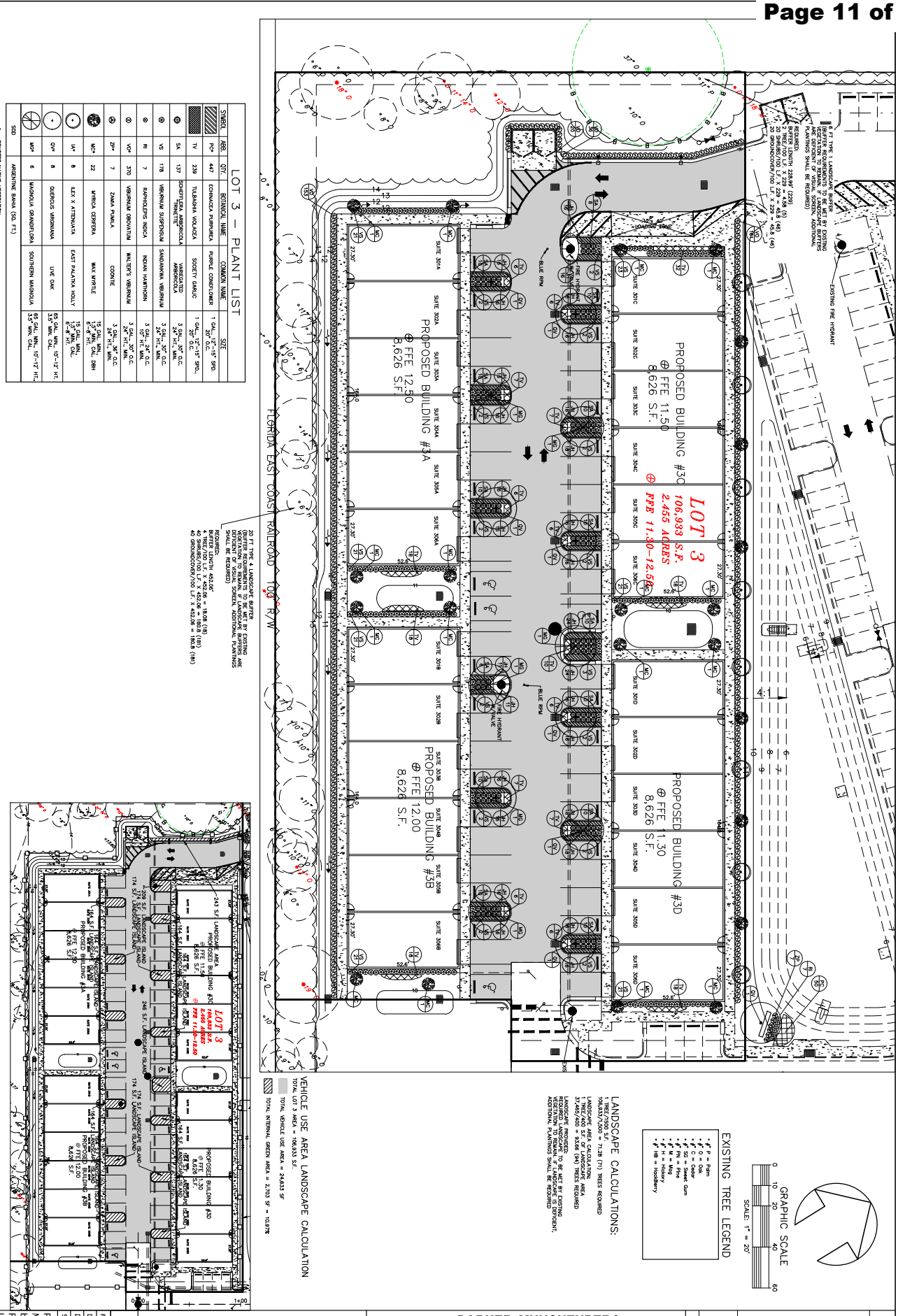
SITE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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STEVE BUSWELL P.E. #63985 R.L.A. #AA26001011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

SEAL — Digitally signed by Parker Mynchenberg, P.E. 32645, Date: 2025.08.27 10:02:45 -04'00'

SCALE: 1" = 20' | Date: 4/15/2025 | Drawn By: SLB | File No. 2334SP.dwg | SHEET NO. 3



LOT 3 – PLANT LIST

SYMBOL	KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PC*	447	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL., 12"-15" SPD., 20" O.C.
	TV	239	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"-15" SPD., 20" O.C.
	SA	137	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
	VS	178	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 24" HT., MIN., 24" O.C.
	RI	7	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 24" HT., MIN., 10" HT. MIN.
	VO*	370	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	ZP*	7	ZAMIA PUMILA	COONTIE	3 GAL., 24" HT., MIN., 24" O.C.
	MC*	22	MYRICA CERIFERA	WAX MYRTLE	15 GAL. MIN., 2" CAL. MIN., 6'-8' HT. MIN., 2" CAL. DBH
	IA*	8	ILEX X ATTENUATA	EAST PALATKA HOLLY	15 GAL. MIN., 1.5" CAL. MIN., 6'-8' HT. MIN.
	QV*	8	QUERCUS VIRGINIANA	LIVE OAK	65 GAL. MIN., 3.5" CAL. MIN., 10'-12' HT. MIN. CAL.
	MG*	6	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	65 GAL. MIN., 3.5" CAL. MIN., 10'-12' HT. MIN. CAL.

SOD

* = DENOTES NATIVE VEGETATION

ARGENTINE BAHIA (SQ. FT.)

25 FT TYPE A LANDSCAPE BUFFER (BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED. SCREEN, ADDITIONAL PLANTINGS

REQUIRED:
BUFFER LENGTH 452.06'
1 TREE/100 L.F. X 452.06 = 18.06 (18)
40 SHRUBS/100 L.F. X 452.06 = 180.8 (181)
40 GROUNDCOVER/100 L.F. X 452.06 = 180.8 (181)

25 FT TYPE A LANDSCAPE BUFFER (BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED.

REQUIRED:
BUFFER LENGTH: 2,239' (224)
2 TREE/100 L.F. X 2239 = 45.8 (5)
20 SHRUBS/100 L.F. X 229 = 45.8 (46)
40 GROUNDCOVER/100 L.F. X 229 = 45.8 (46)

LANDSCAPE CALCULATIONS:
1 TREE/400 S.F. OF LANDSCAPE AREA
106,933'/1500 = 71.28 (71) TREES REQUIRED
LANDSCAPE AREA CALCULATION
1 TREE/400 S.F. OF LANDSCAPE AREA
31,400/400 = 78.66 (44) TREES REQUIRED
ALL TREES REQUIRED LANDSCAPE TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED

EXISTING TREE LEGEND
P = Palm
O = Oak
Mag = Magnolia
Sg = Sweet Gum
Pn = Pine
M = Mag
H = Hickory
Hd = Hackberry

VEHICLE USE AREA LANDSCAPE CALCULATION
TOTAL LOT 3 AREA = 106,933 S.F.
TOTAL VEHICLE USE AREA = 24,631 SF
TOTAL INTERNAL GREEN AREA = 2,703 SF = 10.97%

1	8/8/2025	REVISED	SLB
NO.	DATE	DESCRIPTION REVISIONS	BY

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #6666701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK–LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

File No.	2334SP.dwg
Drawn By:	SLB
Date:	4/15/2025
SCALE:	1" = 20'
SHEET NO.	6

Parker Mynchenberg, P.L.A. LA0001553 53

TOMOKA COMMERCE PARK - LOT 4

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.

TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.

3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUIGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.
10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

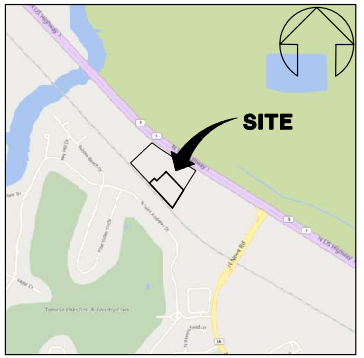
LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LOT 4 LEGAL DESCRIPTION

LOT 4 TOMOKA COMMERCE PARK MB _____ PGS ____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE COMMERCIAL BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1, ORMOND BEACH, FL 32174
LOT 4 ADDRESS: N US HWY 1, ORMOND BEACH, FL 32174
LOT 4 AREA = 157,420 S.F. = 3.614 ACRES

LOT 4 BUILDING COVERAGE = 56,108/157,420 = 35.64% BUILDING COVERAGE

LOT 4 FAR = 56.108/157,420 = 0.3564 FAR

PROJECT DESCRIPTION:

CONSTRUCT (2) 17,274 S.F.,(2) 8,626 S.F., (1) 4,308 S.F. 1 STORY BUILDINGS AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 4 AREA = 3.614 ACRES

LOT 4 IMPERVIOUS AREA:
- BUILDINGS = 56,108 S.F.
- PARKING AND CURB = 42,679 S.F.
- SIDEWALKS = 11,232 S.F.
- TOTAL IMPERVIOUS AREA = 110,019 S.F. = 69.89%
- TOTAL LANDSCAPE AREA = 47,401 S.F. = 30.11%

BUILDING DATA

NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

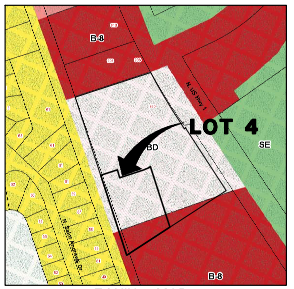
PARKING CALCULATION

LOT 4 PARKING CALCULATION
REQUIRED PARKING
BUILDING #4A = 8,626 S.F.
BUILDING #4B = 8,626 S.F.
BUILDING #4C = 4,308 S.F.
BUILDING #4D = 17,274 S.F.
BUILDING #4E = 17,274 S.F.
TOTAL #4A - 4E= 56,108 S.F.

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,438 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/750 S.F. (1,000 S.F. TO 4,000 S.F.) 438/750 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

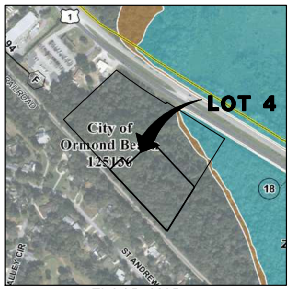
BUILDING 4A - 6 UNITS = 18 SPACES
BUILDING 4B - 6 UNITS = 18 SPACES
BUILDING 4C - 3 UNITS = 9 SPACES
BUILDING 4D - 12 UNITS = 36 SPACES
BUILDING 4E - 12 UNITS = 36 SPACES
TOTAL PARKING REQUIRED = 117 SPACES

PARKING PROVIDED:
STANDARD/DRIVEWAY 83
GARAGE 39
HANDICAP 5
TOTAL 127



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	8/8/2025	REVISED	SLB

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PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
STEVE BUCHER, P.E. #58521 L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

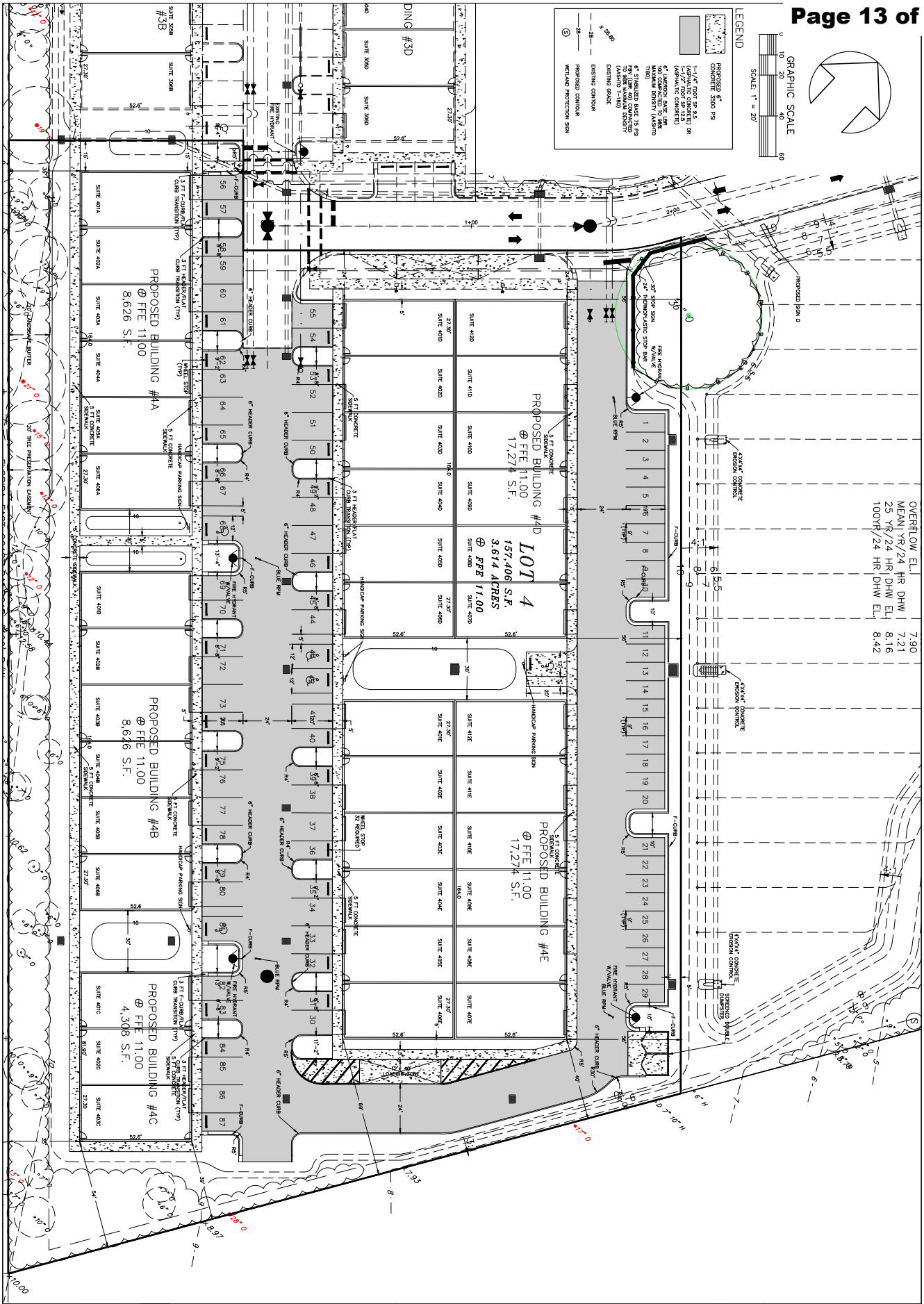
TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

SEAL



SEAL

SHEET NO.	3
File No.	2334SP.dwg
Drawn By:	SLB
Date:	4/15/2025
SCALE:	1" = 20'

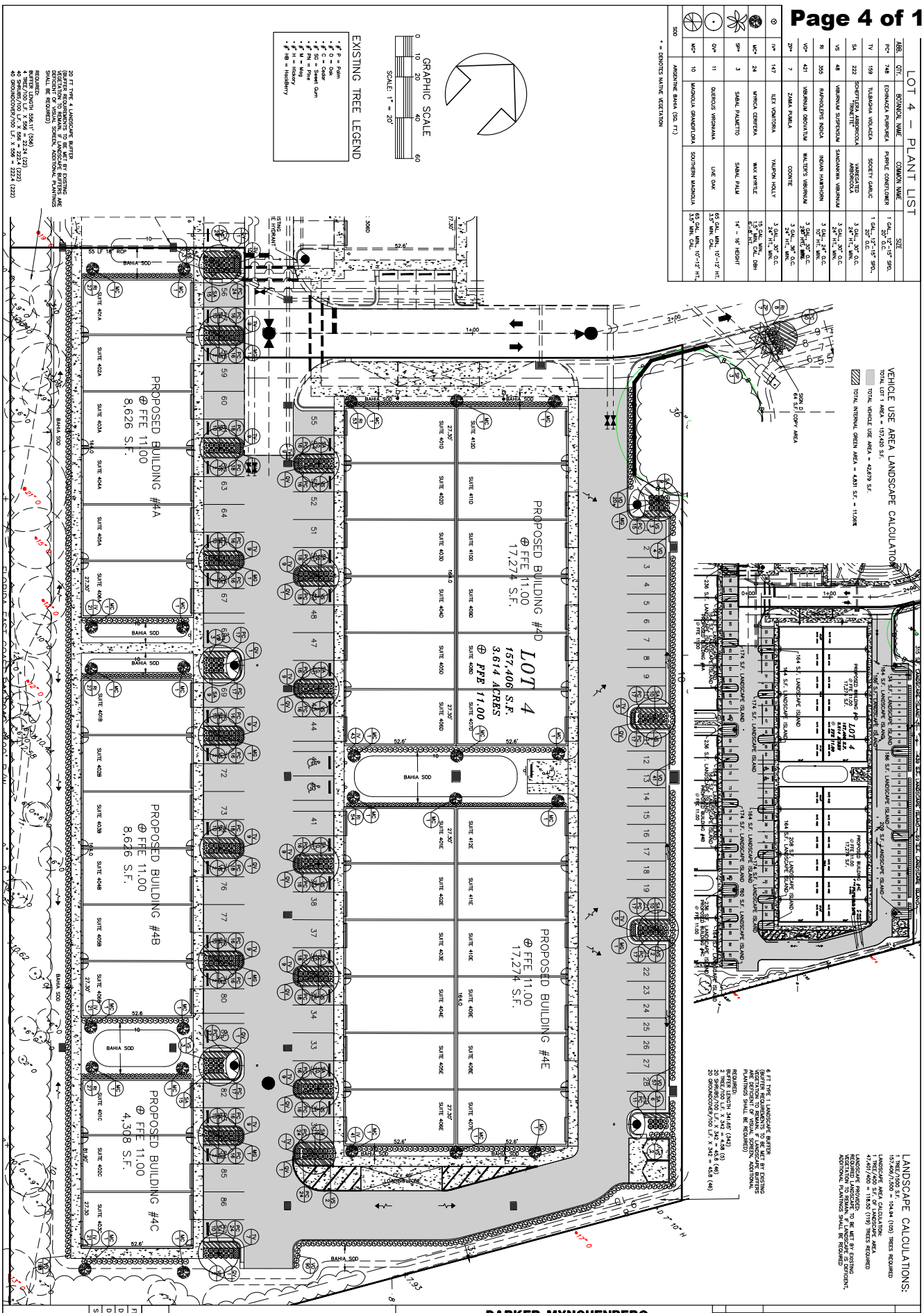
TOMOKA COMMERCE PARK–LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

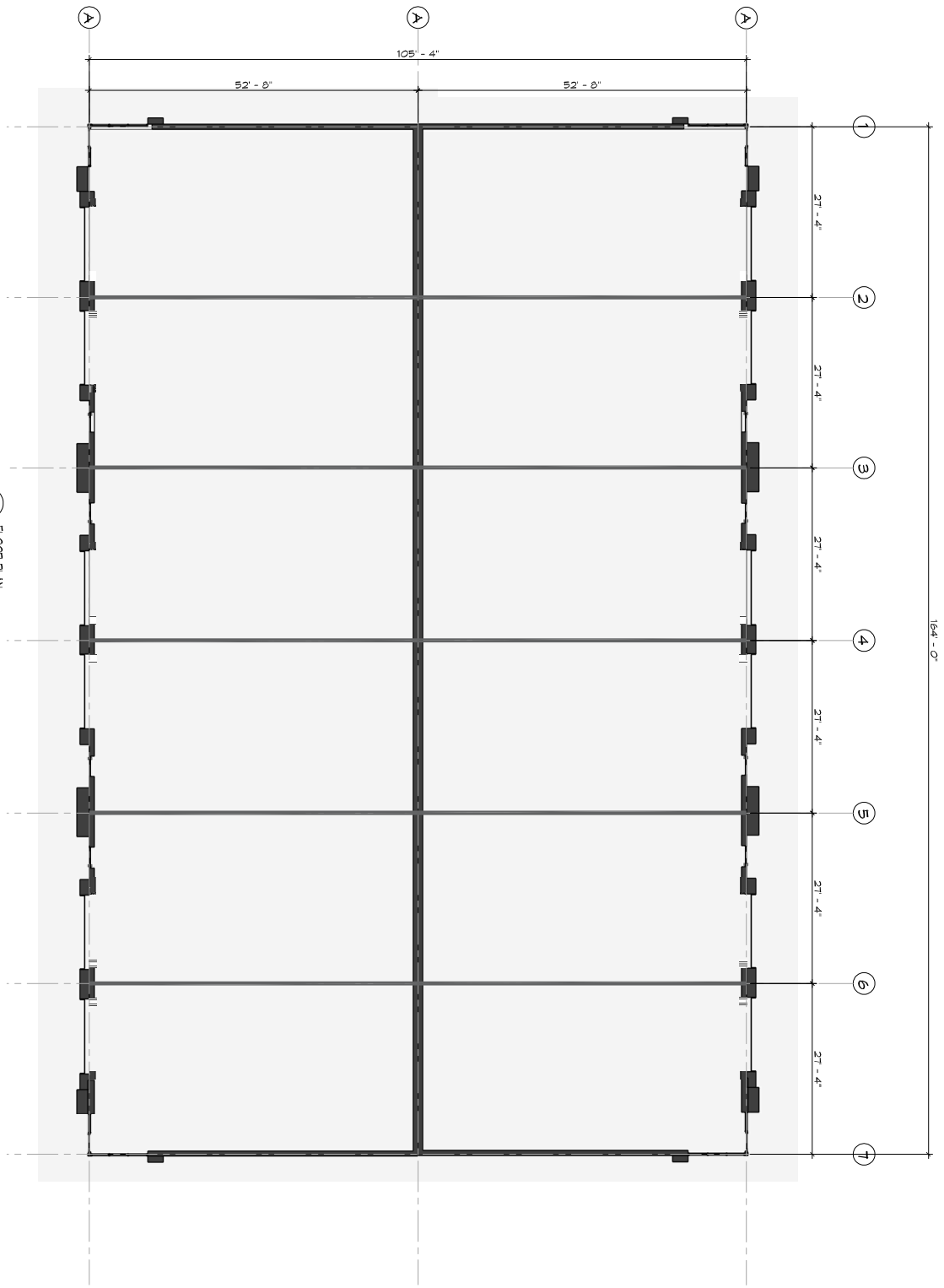
SITE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
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KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS


LOT 4 – PLANT LIST
ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
PC* | 748 | ECHINACEA PURPUREA | PURPLE CONEFLOWER | 1 GAL., 12"-15" SPD., 20" O.C.
TV | 159 | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 1 GAL., 12"-15" SPD., 20" O.C.
SA | 222 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 3 GAL., 24"-30" HT., MIN., 24" O.C.
VS | 48 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 3 GAL., 30" O.C., 24" HT., MIN.
RI | 355 | RAPHIOLEPIS INDICA | INDIAN HAWTHORN | 3 GAL., 24" O.C., 10" HT., MIN.
VO* | 421 | VIBURNUM ODOVATUM | WALTER'S VIBURNUM | 3 GAL., 30" O.C., 24" HT., MIN.
ZF* | 7 | ZAMIA FURFURACEA | COONTIE | 3 GAL., 30" O.C., 24" HT., MIN.
IV* | 147 | ILEX VOMITORIA | YAUPON HOLLY | 3 GAL., 30" O.C., 15 GAL. MIN. CAL. DBH 6" HT.
MC* | 24 | MYRICA CERIFERA | WAX MYRTLE | 15 GAL. MIN. CAL. DBH 6" HT.
SP* | 3 | SABAL PALMETTO | SABAL PALM | 14' - 16' HEIGHT
QV* | 11 | QUERCUS VIRGINIANA | LIVE OAK | 65 GAL. MIN., 10'-12' HT., 3.5" MIN. CAL.
MG* | 10 | MAGNOLIA GRANDIFLORA | SOUTHERN MAGNOLIA | 65 GAL. MIN., 10'-12' HT., 3.5" MIN. CAL.
SOD | | ARGENTINE BAHIA (SQ. FT.) | | SOD
* = DENOTES NATIVE VEGETATION
EXISTING TREE LEGEND
P = Palm
C = Cedar
SG = Sweet Gum
PI = Pine
M = Mag
HB = Hackberry
GRAPHIC SCALE
SCALE: 1" = 20'
VEHICLE USE AREA LANDSCAPE CALCULATIONS:
TOTAL LOT 1 AREA = 157,420 S.F.
TOTAL VEHICLE USE AREA = 43,679 S.F.
TOTAL INTERNAL GREEN AREA = 4,851 S.F. = 11.06%
LANDSCAPE CALCULATIONS:
1 TREE/1,500 S.F.
157,406/1,500 = 104.94 (105) TREES REQUIRED
LANDSCAPE AREA CALCULATION:
47,187/400 S.F. REQ'D LANDSCAPE AREA
47,187/400 S.F. = 118 (119) TREES REQUIRED
LANDSCAPE PROVIDED:
REQUIRED LANDSCAPE TO BE MET BY EXISTING VEGETATION REMAINING, PLANTING WHERE DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED
6 FT TYPE 1 LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN, IF LANDSCAPE BUFFERS DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)
REQUIRED:
1 TREE/100 LIN. FT. X 341' (342) = 3.42 (4)
3 SHRUB/100 LIN. FT. X 341' = 10.23 (11)
20 SHRUBS/100 LF. X 342' = 45.8 (46)
20 GROUNDCOVER/100 LF. X 342' = 45.8 (46)
20 FT TYPE 4 LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN, IF LANDSCAPE BUFFERS DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)
REQUIRED:
4 TREE/100 LIN. FT. X 556' (556) = 22.24 (22)
4 TREE/100 LF. X 556 = 222.4 (222)
40 SHRUBS/100 LF. X 556 = 222.4 (222)
40 GROUNDCOVER/100 LF. X 556 = 222.4 (222)
PROPOSED BUILDING #4A @ FFE 11.00 8,626 S.F.
PROPOSED BUILDING #4B @ FFE 11.00 8,626 S.F.
PROPOSED BUILDING #4C @ FFE 11.00 4,308 S.F.
PROPOSED BUILDING #4D @ FFE 11.00 17,274 S.F.
PROPOSED BUILDING #4E @ FFE 11.00 17,274 S.F.
LOT 4 157,406 S.F. 3.614 ACRES @ FFE 11.00
SIGN D 64 S.F. COPY AREA
BAHIA SOD
FLORIDA EAST COAST RAILROAD
SEAL
TOMOKA COMMERCE PARK–LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA
LANDSCAPE PLAN
SHEET NO. 6
File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #63585 R.L.A. #.6666701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
NO. | DATE | DESCRIPTION | BY
1 | 8/8/2025 | REVISED | SLB
REVISIONS



1 FLOOR PLAN
1/8" = 1'-0"

TOMOKA / ORMOND COMMERCE PARK| BLDG # 4E & BLDG # 4D CONCEPTUAL FLOOR PLAN

8 May 2025

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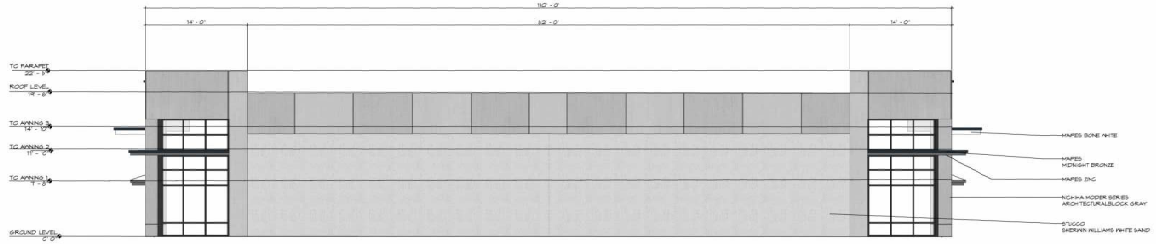
Davenport Consulting Group
architecture • design • planning



1 FRONT ELEVATION
1/8" = 1'-0"



2 BACK ELEVATION
1/8" = 1'-0"



3 LEFT & RIGHT ELEVATION
1/8" = 1'-0"

NICHIHA VINTAGE WOOD SERIES SPRUCE
LRV : 52
PERCENTAGE OF USE: 7.66%

MAPES BONE WHITE
LRV : N/A
PERCENTAGE OF USE: 1.35%

NICHIHA MODERN SERIES ARCHITECTURALBLOCK GRAY
LRV : 52
PERCENTAGE OF USE: 28.64%

SHERWIN WILLIAMS SW 9582 WHITE SAND
LRV : 84
PERCENTAGE OF USE: 59.30%

MAPES ZINC
LRV : N/A
PERCENTAGE OF USE: 0.49%

SHERWIN WILLIAMS SW 7625 MOUNT ETNA
LRV : 6
PERCENTAGE OF USE: 0.90%

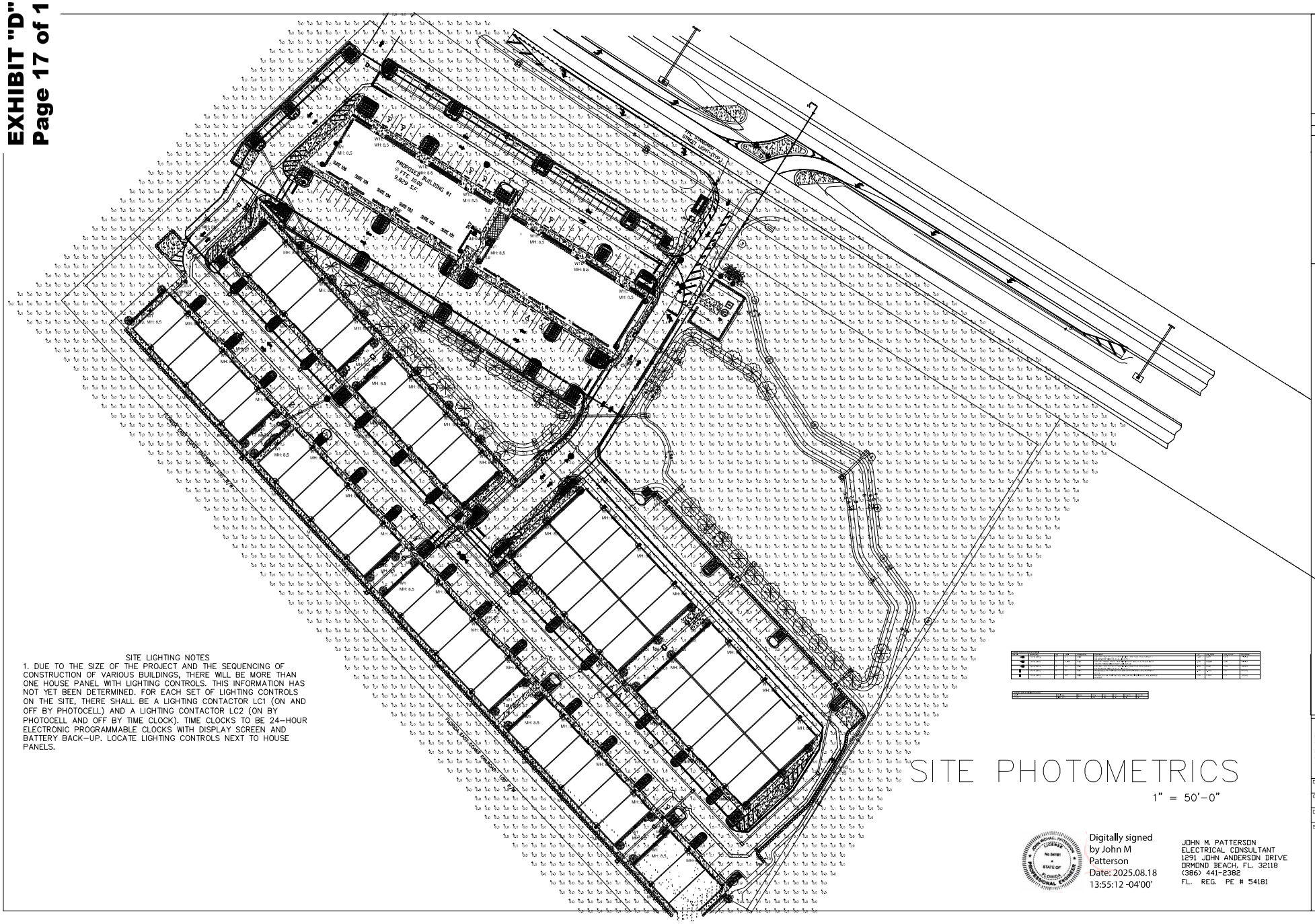
MAPES MIDNIGHT BRONZE
LRV : N/A
PERCENTAGE OF USE: 1.36%

TOMOKA / ORMOND COMMERCE PARK | BLDG #4E & 4D CONCEPTUAL ELEVATION

24 JULY 2025 |

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SITE LIGHTING NOTES

1. DUE TO THE SIZE OF THE PROJECT AND THE SEQUENCING OF CONSTRUCTION OF VARIOUS BUILDINGS, THERE WILL BE MORE THAN ONE HOUSE PANEL WITH LIGHTING CONTROLS. THIS INFORMATION HAS NOT YET BEEN DETERMINED. FOR EACH SET OF LIGHTING CONTROLS ON THE SITE, THERE SHALL BE A LIGHTING CONTACTOR LC1 (ON AND OFF BY PHOTOCELL) AND A LIGHTING CONTACTOR LC2 (ON BY PHOTOCELL AND OFF BY TIME CLOCK). TIME CLOCKS TO BE 24-HOUR ELECTRONIC PROGRAMMABLE CLOCKS WITH DISPLAY SCREEN AND BATTERY BACK-UP. LOCATE LIGHTING CONTROLS NEXT TO HOUSE PANELS.

SITE PHOTOMETRICS

1" = 50'-0"

Digitally signed by John M Patterson
Date: 2025.08.18 13:55:12 -04'00'

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441-2382
FL. REG. PE # 54181

REVISIONS

DATE	DESCRIPTION
△ 6-18-25	FIXTURE LOCATIONS

Tomoka Commerce
Site Photometrics
for 890 N. U.S. 1 LLC
890 N. U.S. Highway 1, Ormond Beach

DATE 06-02-25
COMM. NO.
DRAWN BY JMP
SHEET E1P of 2

PLANNING BOARD STAFF REPORT
Planned Business Development (PBD) Amendment
Issuance of a Development Order
Tomoka Commerce Park
Project Number: PZ-2025-165

SITE PLAN REVIEW COMMITTEE DETERMINATION DATE:	November 19, 2025
PLANNING BOARD DATE:	December 11, 2025
TENTATIVE CITY COMMISSION DATE:	January 20, 2026 (1st reading) February 3, 2026 (2nd reading)
APPLICANT:	Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC
PROPERTY OWNER:	890 North US Highway 1, LLC
LOCATION:	890 North U.S. Highway 1
REQUEST:	Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park as a Planned Business Development.
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

SECTION 2, BACKGROUND:

The 12.48-acre property is designated “General Commercial” on the City’s Future Land Use Map and has a Planned Business Development zoning classification. On October 19, 1999, with Resolution 99-180, the City Commission authorized a Planned Business Development overlay consisting of seven (7) separate buildings totaling 103,200 square feet. The approval stated that the project sought to accommodate a variety of uses permitted in the B-8, Commercial, and I-1, Light Industrial zoning districts to expand the marketability of the tenant spaces. The project allocated 41,280 square feet for office/commercial uses. The project was not constructed, and the approval expired.

On February 20, 2007, with Ordinance 2027-04, the City Commission authorized a zoning map amendment to Planned Business Development and the issuance of a development order for the Root Commerce Park. The project was approved for the construction of a business park consisting of five office/warehouse buildings in two phases, totaling 99,000 square feet. The project included a mixture of uses from the B-8, Commercial, and I-1, Light Industrial zoning districts, including 49,200 square feet of commercial uses and 49,800 square feet of warehouse uses. The project was not constructed, and the approval expired.

The project is undergoing permitting for issuance of a development order, as the development order approved under ordinance 2007-04 has expired. The zoning for the property shall remain as PBD, Planned Business Development. The development order seeks approval for a mixture of office, commercial, and warehousing uses within eleven (11) buildings totaling 110,270 square feet. The issuance of the development order will be acted upon by the City Commission after review and recommendation by the Planning Board.

The project has submitted the following applications: (1) preliminary plat, (2) issuance of a development order, (3) site plan approvals for lots one through four. The project has been reviewed by the Site Plan Review Committee, and there are outstanding comments for each application (see Attachment 1). Final action by the Site Plan Review Committee would occur if the City Commission approved the issuance of a development order for a Planned Business Development amendment.

SECTION 3, ANALYSIS: The site is designated “General Commercial” on the City’s Future Land Use Map and has a Planned Business Development zoning classification. Project maps are included in Attachment 2.

The following exhibit shows the surrounding land uses and zoning:

EXHIBIT 1: Surrounding land uses and zoning:

	Current Land Uses	Future Land Use Designation	Zoning
North	Commercial	"General Commercial"	B-8, Commercial
South	Vacant Commercial	"General Commercial"	B-8, Commercial
East	Vacant	"General Commercial" & "Open Space/Conservation"	B-8, Commercial & Special Environmental
West	Across Railroad, Residential	"Low-Density Residential"	R-2, Single-Family Low Density

Key project attributes of the project include:

1. The total project size is 12.48 acres.
2. The following exhibit shows the lots, buildings, uses, and parking requirements:

EXHIBIT 2: Lot, building, use and parking information:

Lot	Building	Site Plan Number	Building Square Footage	Uses	Parking Required	Parking Provided
1	1	1	9,829	Office/Commercial	49	77
2	2	2	9,829	Office/Commercial	49	54
3	3	3A	8,626	Office Warehouse, Boat, RV Storage, Mini Warehouses, Light Industrial	72	80
	4	3B	8,626			
	5	3C	8,626			
	6	3D	8,626			
4	7	4A	8,626	Office Warehouse, Boat, RV Storage, Mini Warehouses, Light Industrial	117	127
	8	4B	8,626			
	9	4C	4,308			
	10	4D	17,274			
	11	4E	17,274			
TOTALS:			**110,270**		**287**	**338**

3. Attachment 3 includes a Traffic Impact Analysis prepared by LTG, Inc. The traffic impacts have been reviewed by the Florida Department of Transportation and the County of Volusia. The project has been designed with a center "in-only" drive aisle from North U.S. Highway 1 and a north "out-only" drive aisle. The site plan (Attachment 7) shows a deceleration lane for the entrance along southbound North U.S. Highway 1 traffic. The median within the North U.S. Highway 1 right-of-way is shown as a bi-directional median, allowing left-hand turns for northbound North U.S. Highway 1 traffic and a U-turn for southbound North U.S. Highway 1 traffic.

Table 4.1 of the Traffic Impact Analysis shows (1) 1,242 gross daily trips, (2) 61 gross am peak hour trips, and (3) 146 pm peak hour trips. Table 4.2 of the Traffic Impact Analysis shows (1) 61 net am peak-hour trips and (3) 94 net pm peak-hour trips.

4. Attachment 4 includes (1) Statewide Environmental Resource Permit Support Document, (2) St. Johns River Water Management District technical staff report, (3) St. Johns River Water Management District permit. The property contains three (3) wetland areas and one area of surface water as follows:

   - Wetland A – 1.02 acres, no impacts proposed.
   - Wetland B – 0.44 acres, isolated less than 0.5 acres, 0.44 proposed to be impacted.
   - Wetland C – 0.03 acres, isolated less than 0.5 acres, 0.03 proposed to be impacted.
   - Surface water – 0.09 acres, 0.8 proposed to be impacted.

EXHIBIT 3: Wetland and Surface Waters Exhibit from Statewide Environmental Resource Permit Support Document:



The St. Johns River Water Management District technical staff report states that the applicant proposes to mitigate the impacts to the wetlands by purchasing 0.25 freshwater forested credits through Farmton North Mitigation Bank.

5. Attachment 5 provides for the allowed uses within the project. The project uses were discussed at the November 19, 2025, Site Plan Review Committee determination meeting. Staff reviewed the applicant's list and provided recommendations of uses that would not be appropriate for lots 1 and 2 which the applicant has accepted. For lots 3 and 4, the uses are as follows:
   a. Business Warehouse defined as:

      Warehouse, business, means a use which is predominantly intended for storage, but may contain an area for an office and/or assembly of products primarily related to building supplies and equipment, including, but not limited to, plumbing, air conditioning, roofing, flooring, glazing and the like, provided that no manufacturing, retail sales or customer dropoff/pickup repair services are conducted. Each business unit within a structure must have adequate bathroom facilities, direct access to an interior loading area and a separate pedestrian entryway. Such establishments also include those advertised, either on-site or off-site, as a home improvement warehouse.

   b. Warehouse, mini-rental defined as:

      Warehouse, mini-rental, means a completely enclosed building that contains individual compartments or stalls for storage. Sales of goods or any other business activity shall not be permitted on the premises.

   c. Boat and RV storage to only be allowed inside a building.

   d. Industrial, Light defined as:

      Industrial uses, light, means a use engaged in the manufacture, 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.

6. Attachment 6 provides the preliminary plat for the project. The plat is required to be reviewed and acted upon by the Site Plan Review Committee. The plat includes:
   a. Lot 1 area = 1.53 acres.
   b. Lot 2 area = 1.16 acres.
   c. Lot 3 area = 2.45 acres.
   d. Lot 4 area = 3.64 acres.
   e. A 36'-landscape buffer along North U.S. Highway 1.
   f. Tree preservation easement within the wetland area along North U.S. Highway 1.
   g. Parcel A is a 50' by 50'-public lift station.

h. Access, maintenance, drainage, and utility easement.

7. Attachment 7 provides the Planned Business Development site plan information. Key project details include:

   a. The project provides a 36'-Greenbelt and Gateway Preservation natural buffer along North U.S. Highway 1.

   b. Access to the project is through a one-way only entrance off North U.S. Highway 1.

   c. The project exit is a one-way only exit along the north property boundary.

   d. Two-way access is designed for internal movement to the project.

   e. The project will provide improvements within the North U.S. Highway 1 as required by the Florida Department of Transportation, including a bi-directional median and a deceleration lane.

   f. The project would construct a public lift station to provide sewer services to the four lots within a 50' by 50'-tract.

   g. The project would connect to the existing 12"-water main within the North U.S. Highway 1 and provide a water main internal to the site or fire protection and potable water services.

   h. A re-use line is available and will provide irrigation to the four-lot commercial subdivision.

   i. A site lighting and photometric plan has been provided and is included in Attachment 7.

   j. Attachment 7 includes tree removal, tree preservation, and a landscape plan. The project has provided a historic tree review from Don Spence, Ph.D., Board Certified Master Arborist. The review concludes that there are three (3) healthy historic live oak trees on-site to be preserved. One historic live oak tree is to be removed due to disease and decline. If approved, a final landscape plan would be required.

   k. Building elevations have been provided within Attachment 7. The project architect has provided a summary of the building elevations. The architect's summary states, "The architectural design for Tomoka Commerce has been developed with the Neo-Eclectic architectural style in mind, consistent with Section 3-73 of the Land Development Code. This style supports clean, modern forms with flexible massing, material variety, and simplicity of detailing, aligning with the City's goals for quality and compatibility." The letter states that the buildings provide:

      - Façade articulation through material transitions, reveals, and storefront variations.
      - Primary exterior materials, including stucco finishes, architectural metal accents, and aluminum storefront glazing.

- Earth-toned color palette with selective use of muted accent colors to maintain visual harmony with the surrounding area.
- Parapet roof treatments with horizontal modulation to vary rooflines and break down the overall building mass.
- Architectural screening of rooftop mechanical equipment.

8. Attachment 7 provides a deviation and benefits letter that includes:
   a. Deviation: Land Development Code Section 3-05(c)(10) and Section 3-05(c)(16) to delete the building foundation planting requirement on Lot 3 and Lot 4 buildings. The applicant states that these areas are screened at the west property line by a 20-foot perimeter natural vegetation landscape buffer and a continuous hedge adjacent to the railroad tracks.
   b. Deviation: Land Development Code Section 3-06(d) to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at project perimeter at Lot 1 and 3 and Lot 2 and 3, includes a continuous hedge, and abut common area stormwater dry retention areas with proposed trees. The Lot 3 and 4 interior lot line abut tract “A” common area and include a 2-way driveway, sidewalk, parking, and loading zones.
   c. Public Benefit: Includes convenient shopping, restaurants, office, manufacturing, light industrial, and inside boat / RV storage. The project will reduce driving time for a number of nearby residences to various commercial businesses.
   d. Public Benefit: The currently vacant parcel improvements will support the City of Ormond Beach tax base and will pay water sewer impact fees and usage fees. The development will also provide employment / jobs for Ormond Beach residents.
   e. Public Benefit: The FDOT / US-1 improvements provide southbound US-1 with a U-turn opportunity north of Nova Road, as the Nova Road intersection does not allow southbound U-turns.
   f. Public Benefit: The dry retention master stormwater treatment system has filtration underdrains that provide stormwater discharge nutrient removal prior to overflow discharge into the FDOT US-1 right-of-way.
   g. Public Benefit: Increase natural preservation from the required 15% of the site to 20% of the site.
9. Attachment 8 provides the site plan submittals for lots 1 through 4.
10. Each lot will include a monument sign that is a maximum copy area of 64-square-feet and a maximum height of eight (8’) feet. The project will also include internal directional signage that is not visible from North U.S. Highway 1 and will abide by the Land Development Code directional signage requirements.
11. Wall signage will abide by the Land Development Code requirements.

12. The property is located within flood zone “X” and “AE.” The flood zone “AE” is located where the wetland abutting North U.S. Highway 1 is located.

The project conducted a neighborhood meeting on November 12, 2025. The applicant has provided a summary in Attachment 8. Key items discussed at the neighborhood meeting included:

1. Traffic. Items discussed included site access, improvements within the North U.S. Highway 1 roadway, and the project’s proportionate fair share agreement for traffic impacts.
2. Endangered species. Questions were discussed regarding gopher tortoise impacts, habitat loss, and impacts on bears.
3. Concern over the loss of green space.
4. Flooding. Concern was expressed regarding flooding within the city. Discussion occurred regarding whether this development would cause additional flooding in the city.
5. Uses. Discussion occurred regarding the proposed uses. There were questions on the industrial uses and how certain uses would be prohibited.
6. Zoning. There was a discussion on why the rezoning was needed.
7. Needs assessment. There was a discussion about whether a needs assessment had been conducted and whether these uses were necessary.
8. The abutting property requested that the project coordinate development to allow access to their property, which has wetlands along the road frontage.
9. A discussion of the interface of the rear of the project with the railroad tracks, with residential located further to the west. The project team detailed that the buildings had limited access to the rear and that no noise-creating activities would occur in the rear portion of the property.

SECTION 4: SITE PLAN REVIEW COMMITTEE DETERMINATION MEETING:

The Site Plan Review Committee conducted a determination meeting on November 19, 2025, and recommended the following:

1. Approval of the proposed uses within Attachment 5. The Site Plan Review Committee determination meeting was utilized to discuss and clarify project uses.
2. Approval of deviation request regarding Land Development Code Section 3-05(c)(10) and Section 3-05(c)(16) to delete the building foundation planting requirement on Lot 3 and Lot 4 buildings based on the warehouse uses.
3. Approval of deviation request regarding Land Development Code Section 3-06(d) to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at the project perimeter at Lot 1 and 3 and Lot 2 and 3, includes a continuous hedge, and abut common area stormwater dry retention areas with proposed trees.

4. Approval of the issuance of a development order, subject to the resolution of all outstanding Site Plan Review Committee comments.
5. Approval of the individual lot site plans (Attachment 8) that are a part of the issuance of the development order. The site plans for these lots cannot be approved until the City Commission acts on the issuance of the development order.
6. Approval of the preliminary plat (Attachment 6) for a four-lot commercial subdivision and associated site improvements.

SECTION 5: PLANNED DEVELOPMENT CRITERIA:

According to Chapter 2, Article II, Section 2-36 of the Land Development Code, the purpose of the Planned Business Development zoning district:

> "is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy that includes urban design amenities, such as streetscape improvements, and to foster innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories."

One goal of the Planned Business Development is to "provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs, and other elements of the building environment."

In considering an application for a Planned Business Development, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above that are normally found for permitted uses in the district with regard to the following:

a) Building form, architecture, and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the Development Order and adhered to in all development phases.

The proposed buildings utilizes the neo-eclectic architectural style, as allowed by the Land Development Code. The buildings and proposed use represent a significant investment in the North U.S. Highway 1 corridor. The building elevations are included in Attachment 7.

b) Landscaping and related site amenities.

The project has provided landscape plans (Attachment 7) that have been determined to be consistent with Land Development Code requirements (with the resolution of the outstanding comments), as allowed under the Planned Development zoning designation.

c) Mitigation of off-site impacts.

The project is within a commercial portion North U.S. Highway 1. The rear property

line abuts the railroad, with residential uses located further west in Tomoka Oaks. The building design in lots 3 and 4 has limited uses abutting the railroad. The neighborhood meeting identified an overall concern with flooding within the city, and this project's impact. The project's stormwater management system has been reviewed by St. Johns River Water Management District and Professional Engineers on the Site Plan Review Committee. The drainage plans and stormwater report demonstrate compliance with Land Development Code regulations and that the stormwater management system will have post-development discharge less than the pre-development condition.

d) Overall lighting plan, particularly in relation to aesthetics and glare reduction.

The project will provide a lighting plan (Attachment 7) that is acceptable and consistent with the Land Development Code.

e) Overall signage plans, particularly in relation to aesthetics and readability.

The project signage has been shown on the site plans and related exhibits (see Attachment 7). The signage complies with the Land Development Code standards.

SECTION 6, CRITERIA FOR APPROVAL: Certain criteria must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e)(1-10) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.

The proposed development complies with the Land Development Code requirements for the Planned Business Development zoning designation. The project site has previously been approved twice for site development with a mixture of commercial and warehousing uses. Based on the lot depth, the warehousing use is appropriate, given the lack of roadway frontage. The proposed uses are similar to past approvals for the property and would not appear to negatively impact surrounding properties. The development will not create undue crowding beyond the conditions normally permitted in the zoning district. The Site Plan Review Committee determined that the public health, safety, welfare, or quality of life would not be adversely affected. The outstanding Site Plan Review Committee (SPRC) comments in Attachment 1 must be resolved by the Applicant before final SPRC approval.

2. The proposed development is consistent with the Comprehensive Plan.

The property is designated as “General Commercial” on the City’s Future Land Use Map (FLUM). The proposed development is consistent with the Comprehensive Plan. Specifically, the Future Land Use Element of the Comprehensive Plan states:

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 should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 0.7 (2.0 within the Downtown Community Redevelopment area)

The "General Commercial" land use designation specifically envisions commercial uses. The application also supports the following policies in the Future Land Use Element of the Comprehensive Plan:

Objective 1.2.: Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.

Policy 1.2.6.: New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

The location is appropriate for the uses sought and is consistent with the Comprehensive Plan.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   Attachment 4 includes (1) Statewide Environmental Resource Permit Support Document, (2) St. Johns River Water Management District technical staff report, (3) St. Johns River Water Management District permit. The site development and impacts to wetlands, vegetation, and wildlife were all discussed at the neighborhood meeting. The site plan layout impacts two wetland areas of less than 0.5 acres and preserves the wetland that is over an acre and connected to the property to the south. The Land Development Code allows for the wetland impacts proposed with the site plan. The Site Plan Review Committee determined that the project would not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species, or species of special concern, wellfields, and individual wells.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The proposed project is consistent with the property's land use designation and zoning classification, and the Site Plan Review Committee determined that the project would not depreciate the value of the surrounding property. To the north, there is an existing commercial use, and to the south, a vacant commercial property. To the west is the railroad, and the site design sought to limit noise and other impacts to adjacent residential properties. Across North U.S. Highway 1, the land is owned by the State of Florida as part of the state park.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment,**

drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow, and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   Attachment 3 includes a Traffic Impact Analysis prepared by LTG, Inc. The traffic impacts have been reviewed by the Florida Department of Transportation and the County of Volusia. The project has been designed with a center “in-only” drive aisle from North U.S. Highway 1 and a north “out-only” drive aisle. The site plan (Attachment 7) shows a deceleration lane for the entrance along southbound North U.S. Highway 1 traffic. The median within the North U.S. Highway 1 right-of-way is shown as a bi-directional median, allowing left-hand turns for northbound North U.S. Highway 1 traffic and a U-turn for southbound North U.S. Highway 1 traffic.

   Table 4.1 of the Traffic Impact Analysis shows (1) 1,242 gross daily trips, (2) 61 gross am peak hour trips, and (3) 146 pm peak hour trips. Table 4.2 of the Traffic Impact Analysis shows (1) 61 net am peak-hour trips and (3) 94 net pm peak-hour trips.

   State law does not allow the denial of a project based upon traffic impacts. Projects are allowed to mitigate traffic impacts through improvements to the roadway networks and the payment of their proportionate fair share of transportation impacts.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The site plan is functional and provides an aesthetically acceptable landscape plan and building elevations. The traffic plan has been reviewed by the Florida Department of Transportation and Volusia County has reviewed the Traffic Impact Analysis.

8. **The proposed development provides for the safety of occupants and visitors.**

   The proposed development provides for the safety of its occupants and visitors. Pedestrian access has been provided and will enhance the surrounding area.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The building and materials will not adversely affect the area's aesthetics and are designed in the neo-eclectic architectural style. The project is an investment within the North U.S. Highway 1 corridor.

10. **The testimony provided at public hearings.**

    This application has not been heard, and no public testimony has been provided.

SECTION 7, RECOMMENDATION:

The Site Plan Review Committee provided the following recommendations to the Planning Board for the Tomoka Commerce Park for the issuance of a development order for the development of 12.48 acres for a four (4)-lot commercial subdivision with a mixture of uses located at 890 North U.S. Highway 1:

1. Approval of the proposed uses within Attachment 5.
2. Approval of deviation request regarding Land Development Code Section 3-05(c)(10) and Section 3-05(c)(16) to delete the building foundation planting requirement on Lot 3 and Lot 4 buildings based on the warehouse uses.
3. Approval of deviation request regarding Land Development Code Section 3-06(d) to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at the project perimeter at Lot 1 and 3 and Lot 2 and 3, includes a continuous hedge, and abuts common area stormwater dry retention areas with proposed trees.
4. Approval of the issuance of a development order, subject to the resolution of all outstanding Site Plan Review Committee comments.

Attachments:

Attachment 1: Site Plan Review Committee outstanding comments
Attachment 2: Project maps
Attachment 3: Traffic Impact Analysis
Attachment 4: Environmental information
Attachment 5: Permitted Uses
Attachment 6: Preliminary Plat
Attachment 7: Planned Business Development Information
Attachment 8: Site plans for lots 1-4

ATTACHMENT 1

Site Plan Review Committee outstanding comments

Cara Culliver	Show the location of the historic tree, label tree size & type - The area of this tree is 72' foot diameter, show the canopy & provide 36' radius label.	05/30/2025 12:55 pm	#01 - Site Plan - 05-09-2025.pdf	15
Cara Culliver	Provide a Tree Protection/Removal Plan for Entire Development	05/30/2025 12:56 pm	#01 - Site Plan - 05-09-2025.pdf	1
Cara Culliver	- Provide existing tree legend to identify tree type.	05/30/2025 12:57 pm	#01 - Site Plan - 05-09-2025.pdf	4
Cara Culliver	- Provide existing tree legend to identify tree type.	05/30/2025 12:58 pm	#01 - Site Plan - 05-09-2025.pdf	15
Cara Culliver	- Show & label all required landscape buffers on the plat.	05/30/2025 1:07 pm	#01 - Site Plan - 05-09-2025.pdf	6
Cara Culliver	Size not shown for lateral or sleeve	05/30/2025 1:12 pm	#01 - Site Plan - 05-09-2025.pdf	18
Cara Culliver	Tree Barricade to be placed at the dripline	05/30/2025 3:40 pm	#01 - Site Plan - 05-09-2025.pdf	10

eReview Session for PZ Full Review v.2

FILES: #00 - Transmittal Letter.pdf
#01 - PDB Exhibit - 08-22-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#03 - Site Plan Rendering - 08-22-2025.pdf
#04 - Lighting Plan - 08-18-2025.pdf
#05 - Photometric Plan - 08-18-2025.pdf
#06 - Wetland Mitigation Environmental Report.pdf
#07 - SJRWMD ERP Permit.pdf
#08 - SJRWMD Technical Staff Report.pdf
#09 - Auto Turn Analysis - 08-14-2025.pdf
#10 - Proposed Permitted Uses.pdf
#11 - Project Description.pdf
#12 - Waiver and Benefit Letter.pdf
#13 - Draft DCCR of Tomoka Commerce Park POA, Inc..pdf
#14 - Draft Articles of Incorporation of Tomoka Commerce Park POA, Inc..pdf
#15 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	Planning: Please provide the total height of the light fixture. Per Section 3-68(9)(b)(1) of the Land Development Code, poles and fixtures shall not exceed twenty feet (20') in height above grade.	09/07/2025 8:55 am	#04 - Lighting Plan - 08-18-2025.pdf	1
Steven Spraker	Planning: Section 3-04(a)(3)(a) of the Land Development Code states, "A minimum of fifteen percent (15%) of the total gross area of the site shall be designated for the protection of trees. The area designated for the preservation of protected and specimen trees may be used to satisfy this requirement. The required 15% preservation is 1.872 acres. The site provides 20% and this should be added as a public benefit.	09/07/2025 9:03 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	15%	09/07/2025 9:05 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	12.483 acres X .15% = 1.872 acres	09/07/2025 9:05 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning - Note: neighborhood meeting is required.	09/07/2025 9:09 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: Traffic Impact Analysis is required.	09/07/2025 9:09 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: Applicant required to post the property for the Planning Board meeting.	09/07/2025 9:11 am	#00 - Transmittal Letter.pdf	6
Steven Spraker	Planning - Note: GIS staff will work to develop an address plan for review and comments.	09/07/2025 10:09 am	#00 - Transmittal Letter.pdf	5
Steven Spraker	Please see staff recommendations on allowed uses within the attachments folder. The use of allowed uses will be included in the special conditions exhibit in the development order for the project.	09/07/2025 10:13 am	#10 - Proposed Permitted Uses.pdf	1

Steven Spraker	Planning note: Per Section 4-05 of the Land Development Code: Applicants shall respond to SPRC written comments within one hundred eighty (180)calendar days of the issuance date or the project shall be considered withdrawn. All projects that do not respond within the allotted time shall be required to submit a new application and SPRC review fees. Applicants may request a maximum of two (2)ninety (90)-calendar day extensions with a written request to the planning director detailing the reason for the delay in responding to the SPRC comments.	09/07/2025	10:17 am	#00 - Transmittal Letter.pdf	1
Steven Spraker	Planning, note: Project may want to consider another North US 1 sign. There are a lot of tenants and uses. A sign advertising the center may be beneficial. Staff would consider the other signs (not fronting US Highway 1) internal to the site as directional signage established by the planned development	09/07/2025	11:12 am	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Planning - Note: Applicant is required to post the property for the neighborhood meeting.	09/09/2025	8:33 pm	#00 - Transmittal Letter.pdf	5
Cara Culliver	Please remove all buffer calculations as these are show on the individual lot plans	09/15/2025	1:32 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Cara Culliver	Total Acres = 1.99 Ac & not 2.52 Ac	09/15/2025	1:42 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Signage note should be updated to show 5-foot setback from the P/L and that separate permit will be needed	09/15/2025	5:52 pm	#01 - PDB Exhibit - 08-22-2025.pdf	1
Sarah.Motes	Modify pole height to be 20' from grade to peak of fixture or shorter.	09/15/2025	6:11 pm	#04 - Lighting Plan - 08-18-2025.pdf	1
Sarah.Motes	These three (3) interior informational signs would be identified as directional signage and shall be designed in accordance with Section 3-47(F). They require a max height of 7' and 32sf copy area. A uniform sign plan is required.	09/15/2025	6:20 pm	#11 - Project Description.pdf	2

Cara Culliver	All natural buffer shall be shown on the tree preservation plan, this area wasn't identified.	05/30/2025	2:00 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	4'-11 1/2"	05/30/2025	2:03 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Shade tree circle need to be shown at 20' circle diameter	05/30/2025	2:05 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	5'-1/4"	05/30/2025	2:06 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Not enough room for LL, place them along the side of the bldg.	05/30/2025	2:06 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Add ground cover in from of shrubs	05/30/2025	2:07 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Place hedge along property line	05/30/2025	2:11 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- Label all lawn areas with lawn type. - Provide height and spread for all plant materials. - PM spacing shall be 24" on center due to narrow habit.	05/30/2025	2:14 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Not Shown	05/30/2025	2:16 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Provide the location on chart	05/30/2025	2:16 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Provide sleeve & size	05/30/2025	2:17 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Provide sleeve & size	05/30/2025	2:18 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Irrigation needs to be on Lot 1, revise	05/30/2025	2:18 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	100% coverage & 50% overlap, revise (numerous places)	05/30/2025	2:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	Tree Barricade needs to be shown at the dripline (Typ.)	05/30/2025	3:22 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Noel Eaton	Note: The LDC allows for tenants spaces with 30 linear feet or less, 1 square foot of signage for every 1 linear foot. These units appear to be 26-28 LF which would allow 26-28 square feet of wall signage. Note: signs require separate permits	05/30/2025	5:17 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	2
Noel Eaton	Provide a list of building attributes along with paint color swatches. List the chosen architectural style for the buildings. LDC 3-69	05/30/2025	5:27 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	2

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal letter - 08-27-25.pdf
#01 - Site Plan Lot 1 - 05-08-2025.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Steven Spraker	Planning, note: Please comments in the PBD zoning project.	09/07/2025	5:11 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning, note: Project requires City Commission approval	09/07/2025	5:13 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Peter Youssef	The structure data shows 15" pipe while the plan shows 18" pipe. Please clarify and revise for consistency.	09/08/2025	7:22 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Please clarify the connecting pipe diameter is it 18" or 24"?	09/08/2025	7:36 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/08/2025	7:52 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/08/2025	7:56 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Most of the structure widths seem to be undersized. Please ensure that the structure wall width can accommodate the pipe diameter. Check the recommended FDOT minimum structure side size for a single pipe. (TYP)	09/08/2025	8:43 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5

Peter Youssef	Please ensure that the structure wall width can accommodate the 23? width pipe. Check the recommended FDOT minimum structure side size for a single pipe.	09/08/2025	9:02 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Show the concrete wash area location and provide detail	09/08/2025	9:08 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	Check proposed pipe invert to top of inlet structure (TC) for minimum clearances per FDOT Storm Drain Handbook. This is to ensure that the outside of the pipe (top) does not encroach into the inlet top of the slab concrete section. For example, storm structures 1-8 have clearance of 2.25 feet for 24? RCP from the invert to the inlet top. But on the FDOT minimum clearance table, the recommended distance is 4.7 feet for 24? RCP. Thus, the pipe will encroach into the inlet top of the slab concrete section and may affect structural integrity. Check all storm structures for clearances per the FDOT Storm Drain Handbook. Revise plans as needed.	09/08/2025	9:24 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Will there be a wetland impact for this project? Please discuss and provide the wetland impact exhibit and environmental report.	09/08/2025	9:34 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	2
Peter Youssef	For pond # A2 in project # SPRC-2025-000063, the Plans show the TOB elevation at 8.0□, which is lower than the 25Yrs/24 hrs and the 100 Yrs/24 hrs maximum stage of 8.16□ and 8.42□ respectively. Please revise plans to maintain 12? above the 100 -year/24-hour maximum stage elevation for all ponds.	09/09/2025	12:56 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots.	09/09/2025	1:33 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots (TYP).	09/09/2025	1:35 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	6
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	1:36 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	1:48 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025	2:12 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5
Cara Culliver	Only show trees to remain, please revise.	09/11/2025	6:25 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	The Infrastructure plans sheet 2A show the saved & removed trees; these trees are to remain per those plans, please remove the "X" marks.	09/11/2025	6:25 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	D Trees are missing on the legend, please correct	09/11/2025	6:27 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	3
Cara Culliver	The Greenbelt is 36' foot	09/11/2025	6:30 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	252'-0"	09/11/2025	6:31 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- The buffer length is 252' Subtract 36' buffer = 216' = 4 trees, 43 shrubs & 43 ground covers, please correct. - This buffer is showing zero trees & 4 are required. - The shrubs & ground cover is being met by the natural vegetation, please state this.	09/11/2025	6:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Reference the Infrastructure Plans Sheet 7 for parking lot plantings	09/11/2025	6:40 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	66, 834 SF	09/11/2025	6:59 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Landscape Area = 23,871/400 = 60 Required Trees (66,834 SF Total Lot 1 SF Subtract 33,134 SF Impervious & Subt. Bldg SF 9,829 SF = 23,871 Landscape Area); Show Math	09/11/2025	7:00 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7

Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/11/2025	7:04 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Total Lot 1 Impervious Parking lot = 31,552 SF (See Civil Cover Sheet)	09/11/2025	7:15 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	31,552 SF (x) 10% = 3,155 SF Required	09/11/2025	7:17 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	You would include these landscape islands as they are part of Lot 1; Show there SF's.	09/11/2025	7:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	- All trees need to be 10' height & 2.5" caliper, however multi-trunked trees Wax Myrtle need to be 6" combined caliper, please revise. - IV & RI height would be 18".	09/11/2025	7:28 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Remove the VS & use all SA	09/11/2025	7:31 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	5'-8"	09/11/2025	7:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Plant ground covers in front of the shrubs	09/11/2025	7:32 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/11/2025	7:34 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Use the 'Select' cultivar	09/11/2025	7:39 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Cara Culliver	Note, all irrigation parts to be Lavender	09/11/2025	7:41 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/11/2025	7:43 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Would have end strips along dumpster to irrigate hedge	09/11/2025	7:44 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:28 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	10
Cara Culliver	Shift trees due to light poles	09/12/2025	3:29 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:44 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:45 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1,2 - 05-08-2025.pdf	3
David	Civil-Based on this plan, it appears that Lot 2 will be constructed prior to the construction of Lot 1. Provide Phase plan for construction.	09/16/2025	3:19 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	7
David	Civil-It appears that Lot 2 will be constructed prior to lot 1, will the drive aisle within the rear parking area need to be constructed with Lot 2 to provide access to the exit drive? Will the Dumpster Enclosure be constructed with Lot 2 ?	09/16/2025	3:29 pm	#01 - Site Plan Lot 1 - 05-08-2025.pdf	5

Cara Culliver	6,184.06/200 = 31 Req Trees (Show calculation this way) - Need to enhance buffer to meet the (31) Required Trees - 75% of GB trees to be native	05/30/2025	2:28 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape Buffer Required; Show requirements & how it's being met	05/30/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape Buffer required	05/30/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	- See Lot 1 for the same irrigation comments.	05/30/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	9
Cara Culliver	- See Lot 1 for the same irrigation comments.	05/30/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	Silt fence needs to be placed at tree dripline, revise	05/30/2025	3:17 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Noel Eaton	Signage requies seperate permit	05/30/2025	6:33 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	2
Noel Eaton	Please list chosen architectural style of Section 3-69 and the contributing attributes	05/30/2025	6:33 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	2

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25.pdf
#01 - Site Plan Lot 2 - 05-07-2025.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Steven Spraker	Please see comment within the PBD project.	09/07/2025	5:27 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Peter Youssef	Will there be a wetland impact for this project? Please discuss and provide the wetland impact exhibit and environmental report.	09/09/2025	2:19 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	2
Peter Youssef	Will there be a change in grades for the area between the curb and the east property line of the property? If so, please provide more grading information.	09/09/2025	2:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	2:25 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025	2:27 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	3
Peter Youssef	Provide Road termination barricades	09/09/2025	2:29 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	what is that?	09/09/2025	2:32 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	Provide lighting plan showing all light pole locations for all lots (TYP)	09/09/2025	2:36 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	1
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/09/2025	2:40 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	For pond # A2 in project # SPRC-2025-000063, the Plans show the TOB elevation at 8.0□, which is lower than the 25Yrs/24 hrs and the 100 Yrs/24 hrs maximum stage of 8.16□ and 8.42□ respectively. Please revise plans to maintain 12? above the 100 -year/24-hour maximum stage elevation for all ponds.	09/09/2025	2:46 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025	2:48 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5

Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	2:49 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025	2:51 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	5
Peter Youssef	General comment: add road termination barricades to match the phasing plan for all lots (TYP).	09/09/2025	2:55 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	6
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025	2:56 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	1
Cara Culliver	50,713, see civil cover sheet	09/12/2025	2:02 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscape area = 17,708 = 44 Trees Req,	09/12/2025	2:03 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	2:03 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Total Lot 2 Impervious Parking lot = 19,465 SF (See Civil Cover Sheet)	09/12/2025	2:04 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	19,465 SF (x) 10% = 1,947 SF Required	09/12/2025	2:06 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	You would include these landscape islands as they are part of Lot 2; Show there SF's.	09/12/2025	2:09 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Use the 'Select' cultivar	09/12/2025	2:57 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Caliper & not DBH	09/12/2025	2:57 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	T - Trees Missing Legend	09/12/2025	2:58 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Plant ground covers in front of the shrubs	09/12/2025	3:11 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	3:11 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Extend landscaping for seating area	09/12/2025	3:13 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Screen all A/C units; 24" hgt. evergreen hedge	09/12/2025	3:14 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Tree conflict with light pole	09/12/2025	3:15 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	7
Cara Culliver	Note, all irrigation parts to be Lavender	09/12/2025	3:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/12/2025	3:20 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:21 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	3:22 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	9
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:48 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - Please add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	6:48 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 1, 2 - 05-08-2025.pdf	3
David	1	09/16/2025	3:37 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4
David	Civil-It appears that Lot 2 will be constructed prior to Lot 1, will the drive aisle for Lot 1 be constructed to allow access to the exit drive? Will the Dumpster enclosure be constucted with the initial phase? Show the turn exhibit for access to the loading zone both with and without pavement in Lot 1.	09/16/2025	3:37 pm	#01 - Site Plan Lot 2 - 05-07-2025.pdf	4

Cara Culliver	- If these parcels are stand alone they require landscape buffers on all sides of the property boundary. - Please review the new landscape code that was adopted on 02/04/25 & is available in municode.com. - Please provide a required tree chart showing the calculations in 2 ways, 1 tree per 1,500 SF & 1 tree per 400 SF of landscape area. - All parking island trees needs to be 3.5" caliper minimum. - 75% of the required trees shall be native shade trees. 50% of the required shrubs/ground covers shall be native. - Provide an existing tree legend. - Trees in landscape buffers are required every 50' lineal feet. - Bold the property line - SEE COMMENTS FROM LOT 1 & 2. - LL is Ligustrum japonicum & PM is macrophyllus (See comments on Overall Submittal). - Height & spread for all plant materials. - Shade trees to be shown with a 20' diameter circle.	05/30/2025	2:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	See cover for Impervious Area, Same comments as Lot 1 & 2	05/30/2025	2:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	All existing vegetation shall be clouded & SHOWN on the Tree Protection Plan - Small trees between 2"-5.99" inches will need to be surveyed for credit.	05/30/2025	2:44 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Provide Buffer Calculations	05/30/2025	2:48 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Dumpster Needs to be moved here, due to historic Live Oak	05/30/2025	2:54 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	9'-2"	05/30/2025	2:55 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	8'-8"	05/30/2025	2:55 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Landscape islands shall be 10' width, please reivse	05/30/2025	2:56 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	- See previous comments made for Lots 1 & 2.	05/30/2025	3:01 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- See previous comments made for Lots 1 & 2.	05/30/2025	3:02 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	- Show the location of the historic tree	05/30/2025	3:03 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Reference Tree Barricade on Sheet ??	05/30/2025	3:05 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Steven Spraker	OLD	08/27/2025	11:21 pm	#05 - Letter of Authorization.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#00 - Transmittal Letter.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#08 - Permit Summary.pdf	1
Steven Spraker	OLD	08/27/2025	11:22 pm	#07 - Quit Claim Deed.pdf	1

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25.pdf
#00 - Transmittal Letter.pdf
#01 - Site Plan Lot 3 - 05-06-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf
#03 - PDB Exhibit - 08-22-2025.pdf

#03 - Site Plan Review Application Lot 3.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#04 - Property Appraiser.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#05 - Letter of Authorization.pdf
#06 - Permit Summary List.pdf
#06 - Sunbiz Report.pdf
#07 - Quit Claim Deed.pdf
#08 - Permit Summary.pdf
Doc1.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Steven Spraker	OLD	08/27/2025 11:21 pm	#05 - Letter of Authorization.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#00 - Transmittal Letter.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#02 - Proposed Colored Building Elevations and Floor Plans Lots 3, 4 - 05-08-2025.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#08 - Permit Summary.pdf	1
Steven Spraker	OLD	08/27/2025 11:22 pm	#07 - Quit Claim Deed.pdf	1
Ken Gaines	NFPA-1, Chapter-13.3.2.26.5 Mini-Storage Building. An automatic sprinkler system shall be installed throughout all mini-storage buildings greater than 2500 ft2 (232 m2) and where any of the individual storage units are separated by less than a 1-hour fire-resistance–rated barrier.	08/29/2025 8:28 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Ken Gaines	If any of these building fall within the parameters of NFPA-1, Chapter-13 or any other code that is applicable to the occupant, the building will have to protected by a fire sprinkler system regardless the date after construction. I will accept your recommendation of extending a wet horizontal standpipe to the rear of building 3A & B until such time as other fire codes prevail. This standpipe will have to installed based on NFPA-14 standards for vertical standpipe systems.	08/29/2025 8:31 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Steven Spraker	Site plan requires approval of the PBD amendment.	09/07/2025 5:41 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Please see comment on the PBD zoning file.	09/07/2025 5:42 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning - This sheet is for buildings 1 and 2 and does not appear to be applicable to the Lot 3 building.	09/07/2025 5:56 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	1
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025 3:03 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	1
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025 3:08 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025 3:08 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Peter Youssef	Check the North Arrow Direction (TYP)	09/09/2025 3:10 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025 3:30 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	The structure label doesn't show the structure's diameter. Please show the diameter and ensure that the structure can accommodate the connecting pipes. Check the recommended FDOT minimum structure size. (TYP)	09/09/2025 3:31 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	Stormwater shop drawings to be provided for approval prior to the pre-construction meeting.	09/09/2025 3:42 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Peter Youssef	Provide secondary storm sewer calculations showing the 10-year/24-hour storm hydraulic grade line (HGL) to be at least 6 inches below the proposed inlet or gutter elevation (TC).	09/09/2025 3:42 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5

Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	3:48 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	The (2) 12" oak & D 11" are missing, see last submittal, these trees were here	09/12/2025	3:33 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Cara Culliver	Move silt fence at drip line of 19" Oak	09/12/2025	3:34 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
Cara Culliver	9'-2 1/2"	09/12/2025	3:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	8'-8"	09/12/2025	3:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	Per previous comments all landscape islands need to be 10' foot width	09/12/2025	3:37 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	5
Cara Culliver	452'-3/4"	09/12/2025	3:39 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	- Buffer not meeting tree requirement, note is not sufficient - Show on the chart how your meeting each requirement (show the provided information)	09/12/2025	3:41 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Please add back the 37" LO as and relocate the dumpster per previous comment on 05/30/25.	09/12/2025	3:43 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Dumpster needs to move due to 37" LO	09/12/2025	3:46 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Requirement may be deficient	09/12/2025	6:27 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	6:30 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Total Lot 3 Impervious Parking lot = 24,633 SF (See Civil Cover Sheet)	09/12/2025	6:32 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	24,633 SF (x) 10% = 2,463 SF Required (Show Math)	09/12/2025	6:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	2,532 SF	09/12/2025	6:38 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	6:45 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:46 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:47 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Adjust tree from sign	09/12/2025	6:49 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min.	09/12/2025	6:50 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Move hedge along bldg & add ground cover in the front	09/12/2025	6:50 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	229'-1/2"	09/12/2025	6:51 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Note is insufficient; show in chart for how your meeting this requirement, currently deficient	09/12/2025	6:52 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Per previous comment on 05/30/25, provide buffer calculations	09/12/2025	6:56 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	7
Cara Culliver	Landscape islands need more than 2 heads, please revise	09/12/2025	7:34 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	7:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	9
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	7:35 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	Check water source; 2" irrigation valve	09/12/2025	7:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10
Cara Culliver	Note, all irrigation parts to be Lavender	09/12/2025	7:36 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	10

Sarah.Motes	Planning - These drawings are for Blds 1 & 2 - Please upload correct elevation Add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	7:20 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	2
Sarah.Motes	Planning - These drawings are for Blds 1 & 2 - Please upload correct elevation Add a note on the drawings that all tenant signage will require separate permit and shall comply with City signage standards at time of permitting.	09/15/2025	7:22 pm	#02 - Architects Memo with Color Elevations.pdf	3
David	Civil-During construction will the traffic return through this exit? f so, provide a construction entrance to ensure the lack of tracking on the completed asphalt. Care should be taken in the area of the proposed dumpster enclosure and the 37" live oak.	09/18/2025	4:00 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	3
David	Civil- Is the loading zone location acceptable for all the the suites?	09/18/2025	4:05 pm	#01 - Site Plan Lot 3 - 05-06-2025.pdf	4

Cara Culliver	Tree Barricade & Silt Fence Needs to be at the Dripline	05/30/2025	3:34 pm	#01 - Site Plan Lot 4 - 05-06-2025.pdf	3

eReview Session for SPRC Review v.2

FILES: #00 - Transmittal Letter - 08-27-25 (1).pdf
#01 - Site Plan Lot 4 - 08-27-2025.pdf
#02 - Architects Memo with Color Elevations.pdf
#03 - PDB Exhibit - 08-22-2025.pdf
#04 - Auto Turn Analysis - 08-14-2025.pdf
#05 - Architectural Details for Proposed Wall Signs.pdf
#06 - Permit Summary List.pdf

REVIEWER	MARKUP	DATE/TIME		FILE NAME	PG #
Mike	Advisory : This fitting callout should likely be at the proposed hydrant	09/05/2025	2:51 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	6
Steven Spraker	Site plan requires approval of the PBD amendment.	09/07/2025	5:51 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Please see comment within PBD project file.	09/07/2025	5:51 pm	#03 - PDB Exhibit - 08-22-2025.pdf	1
Steven Spraker	Planning, note - This sheet appears to be for buildings 1 and 2 and would not be applicable to Lot 4.	09/07/2025	5:52 pm	#05 - Architectural Details for Proposed Wall Signs.pdf	1
Peter Youssef	Please consider the typical comments provided in Lot's 1 set of plans.	09/09/2025	3:55 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	1
Peter Youssef	Please add permanent road termination barricades	09/09/2025	3:57 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	4
Peter Youssef	Will this construction entrance be the only access point during construction? If so, please show on the plan the termination of other access points and check other lots according to your phasing plan.	09/09/2025	4:05 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Peter Youssef	Show the concrete wash area location and provide detail	09/09/2025	4:06 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Peter Youssef	Please provide sub-basin delineations (Exhibits) showing the area draining to each inlet and check that the sub-basin drainage areas will not exceed the capacity of the inlets. (TYP)	09/09/2025	4:13 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Peter Youssef	Per the pavement detail shown on sheet 12, the proposed base material is Limerock. Due to the existe`nce of silt and shell in all soil borings, which may cause poor percolation conditions, will the limerock be a good option to use? Please discuss and revise as needed.	09/09/2025	4:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Peter Youssef	Please ensure that the structure wall width can accommodate the 30? pipe and 18" as well. Check the recommended FDOT minimum structure side size for a single pipe. Also Check proposed pipe invert to top of inlet structure (TC) for minimum clearances per FDOT Storm Drain Handbook. (TYP)	09/09/2025	4:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	5
Cara Culliver	Previous comment made on 05/30/25, the silt needs to be at the drip line of the trees	09/12/2025	7:45 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3
Cara Culliver	Add slick trunks	09/12/2025	7:47 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Make readable and add 'Select' cultivar	09/12/2025	7:48 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	42,679 SF (x) 10% = 4,268 SF Required (Show Math)	09/12/2025	7:50 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	6' foot landscape buffer required per previous comment	09/12/2025	7:53 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Can't include landscape buffer is VUA calculations	09/12/2025	7:54 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Remove as total lot SF isn't applicable to VUA calculations	09/12/2025	7:54 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7

Cara Culliver	Please provide a landscape chart demonstrating how the tree requirement is being met, this note is not sufficient. TREE CREDITS AS FOLLOWS: EXISTING TREES TO REMAIN = ?? Trees TREES AT 2.5" CALIPER (1 TREE CREDIT) = ?? Tree (Tree No.) TREES AT 3.5" CALIPER (2 TREE CREDITS) = ?? Trees Palm No.) PROP. PALMS (3:1 RATIO) ??/3 = ?? Trees TOTAL TREES PROVIDED: ?? Trees	09/12/2025	7:57 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min. (All 4 areas)	09/12/2025	7:58 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Re-work walkway to provide 200 SF of landscape area; A 3.5" caliper tree is required as well as shrubs/ground covers	09/12/2025	7:59 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscaping adjacent to buildings need to be 5 foot min. (All 4 areas)	09/12/2025	8:00 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	8:01 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	A 5' foot landscape area is required between the building & sidewalk	09/12/2025	8:01 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	8'-8"	09/12/2025	8:02 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	All landscape islands need to be 200 SF min.	09/12/2025	8:02 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Show the entire parcel as per previous comment made on 05/30/25.	09/12/2025	8:07 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Note is insufficient, provide the req. buffer trees & ground covers	09/12/2025	8:08 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	7 Req. Trees & 68 shrubs & ground covers	09/12/2025	8:09 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	7
Cara Culliver	Landscape islands need more than 2 heads, please revise	09/12/2025	8:13 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	9
Cara Culliver	Irrigate island, see landscape comment	09/12/2025	8:14 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	9
Cara Culliver	The irrigation comments are the same for Lots 1-3	09/12/2025	8:15 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	10
Cara Culliver	- Aren't these lots stand alone and each one would have their own irrigation system.	09/12/2025	8:20 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	10
David	Civil-Will the construction traffic need to circle the project area? If so then provide a construction entrance to both areas. The	09/18/2025	4:39 pm	#01 - Site Plan Lot 4 - 08-27-2025.pdf	3

ATTACHMENT 2

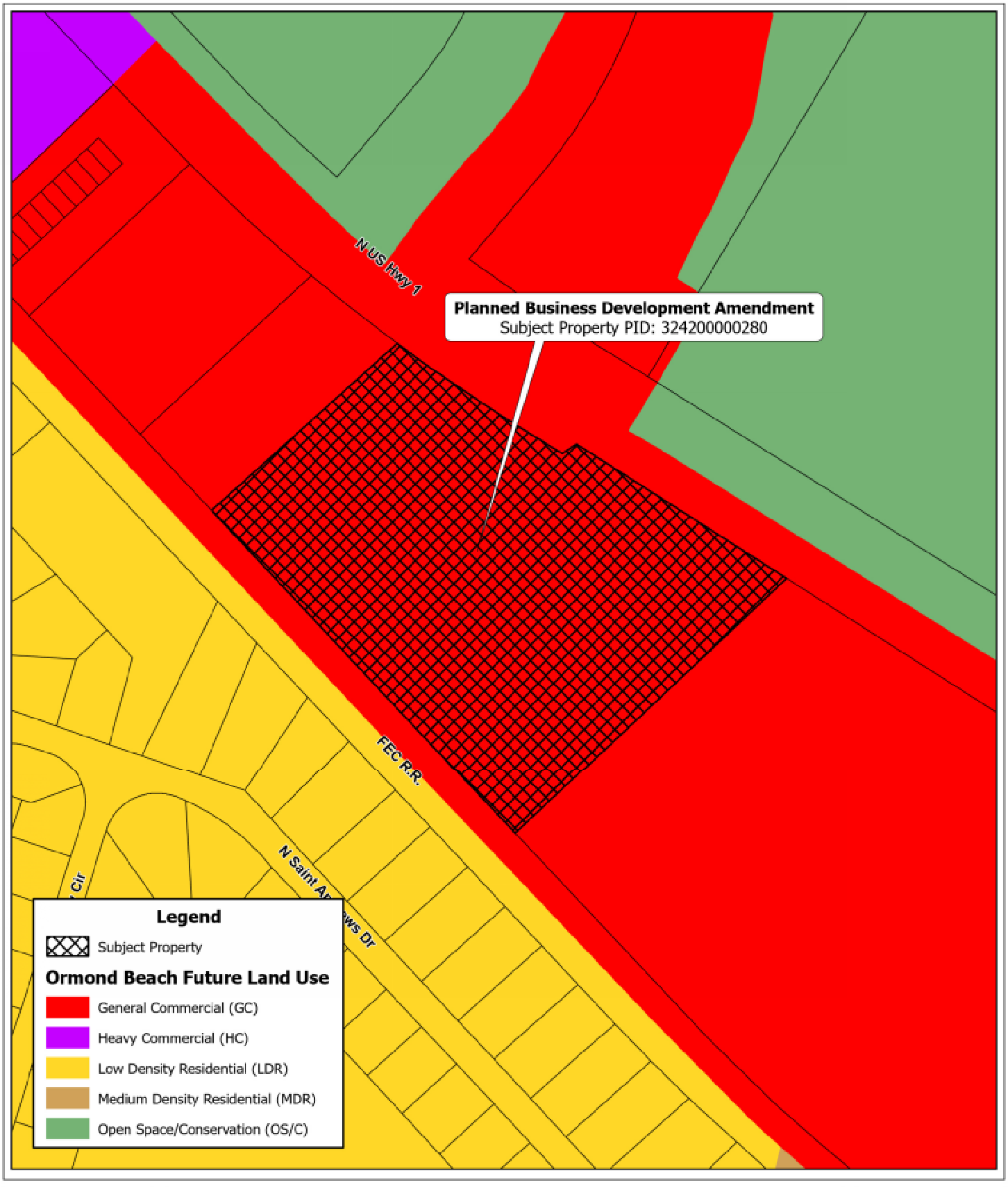
Project Maps



890 NORTH US HIGHWAY 1
AERIAL MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

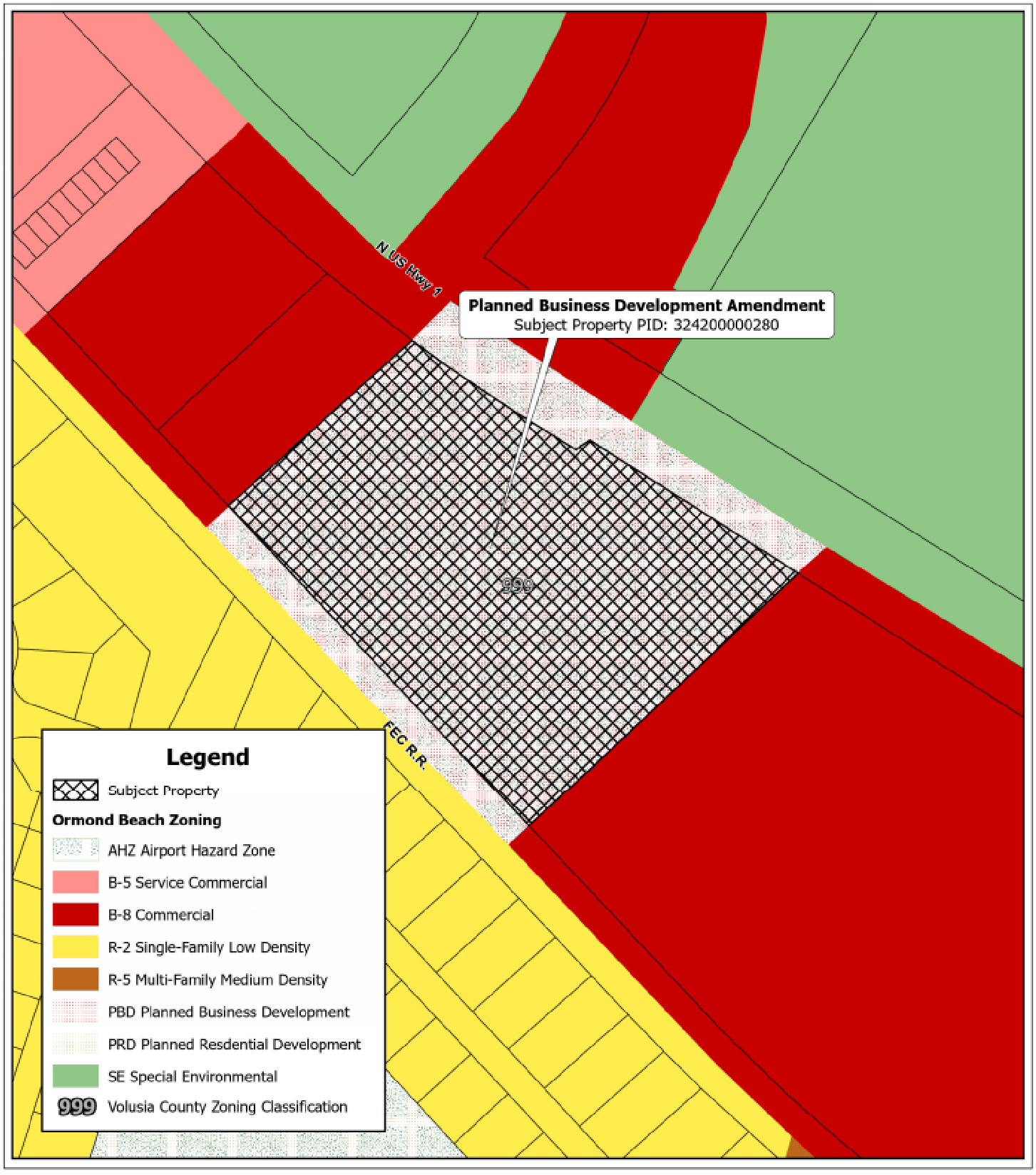
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890 NORTH US HIGHWAY 1
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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Planned Business Development Amendment

890 NORTH US HIGHWAY 1
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 14, 2025

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ATTACHMENT 3

Traffic Impact Analysis

Tomoka Commerce Park
Ormond Beach, Florida

Traffic Impact Analysis

Prepared for: Vanacore Construction, Inc.
By: LTG, Inc.
October 2025

LTG Engineering & Planning

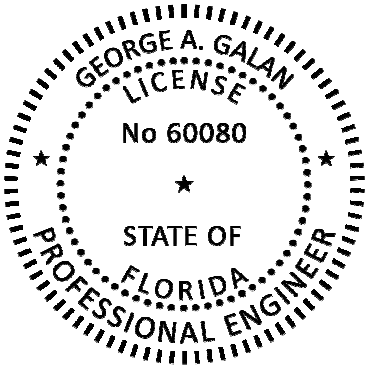
PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, F030424608005, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Tomoka Commerce Park – Traffic Impact Analysis
LOCATION: Ormond Beach, Florida
CLIENT: Vanacore Construction, Inc.
JOB #: 6207.03

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
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Ormond Beach, FL 32174
Vendor No. F030424608005
386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

George A Galan Date: 2025.10.29 15:31:13-04'00'

ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
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GEORGE A. GALAN, P.E. NO. 60080

TABLE OF CONTENTS

1 INTRODUCTION 1

1.1 Study Area 1

1.2 Planned Roadway Improvements 1

2 EXISTING ANALYSIS 3

2.1 Existing Traffic Determination 3

2.2 Intersection Analysis 3

2.3 Roadway Segment Analysis 3

3 2030 BACKGROUND ANALYSIS 6

3.1 Background Traffic Determination 6

3.2 Intersection Analysis 6

3.3 Intersection Improvements for Background Conditions 6

3.4 Roadway Segment Analysis 6

3.5 Roadway Segment Improvements for Background Conditions 6

4 2030 BUILD-OUT ANALYSIS 11

4.1 Build-Out Traffic Determination 11

4.2 Intersection Analysis 11

4.3 Roadway Segment Analysis 11

4.4 Queue Length & Turn Lane Analysis 12

4.5 Safety Analysis 18

4.6 Alternative Mode Analysis 18

4.7 Site Access Review 19

5 CONCLUSION 20

5.1 Recommended Improvements 20

5.2 Site Access 20

List of Tables

Table 2-1: Existing Intersection LOS 5
Table 2-2: Existing Roadway Segment LOS 5
Table 3-1: Background Intersection LOS 9
Table 3-2: Background Intersection LOS Improved 9
Table 3-3: Background Roadway Segment LOS 10
Table 3-4: Background Roadway Segment LOS Improved 10
Table 4-1: Gross Trip Generation 11
Table 4-2: Net Trip Generation 11
Table 4-3: Build-Out Intersection LOS 15
Table 4-4: Build-Out Roadway Segment LOS 16
Table 4-5: Queue Length & Turn Lane Analysis 17
Table 4-6: Suitability/Comfort Levels for Bicycle Users 18
Table 5-1: Recommended Roadway Segment Improvements 20
Table 5-2: Recommended Intersection Improvements 20

List of Figures

Figure 1-1: Location Map 2
Figure 2-1: Existing AM and PM Peak Hour Traffic Volumes 4
Figure 3-1: Background AM Peak Hour Traffic Volumes 7
Figure 3-2: Background PM Peak Hour Traffic Volumes 8
Figure 4-1: Build-Out AM Peak Hour Traffic Volumes 13
Figure 4-2: Build-Out PM Peak Hour Traffic Volumes 14

List of Appendices

Appendix A: Conceptual Plan
Appendix B: TIA Methodology Letter
Appendix C: Raw Turning Movement Counts & FDOT Peak Season Factor Category Report
Appendix D: Traffic Signal Timing Sheets
Appendix E: Synchro Summary Sheets – Existing Conditions
Appendix F: Background Traffic Determination
Appendix G: Synchro Summary Sheets – Background Conditions
Appendix H: Synchro Summary Sheets – Background Conditions Improved
Appendix I: Trip Distribution
Appendix J: Synchro Summary Sheets – Build-Out Conditions
Appendix K: Safety Analysis
Appendix L: Alternative Mode Analysis
Appendix M: NCHRP 6457 Turn Lane Warrants

1 INTRODUCTION

LTG, Inc. has been retained by Vanacore Construction, Inc. to prepare a Traffic Impact Analysis (TIA) for the proposed Tomoka Commerce Park Tomoka Commerce Park development located south of US1, north of the FEC Railroad, 0.75 miles east of Airport Road and 0.35 miles west of Nova Road in Ormond Beach, Florida. **Figure 1-1** shows the location of the development relative to the surrounding roadway network. The land use quantities and descriptions for the development are summarized below:

- 19,658 square-feet of Retail and
- 90,612 square-feet of Warehousing/Storage

The anticipated build-out year for the full development is 2030. Access to and from the development will be provided via one exit-only and one entrance-only driveway along US 1. A conceptual plan is provided as **Appendix A**.

1.1 Study Area

The study area consists of the following intersections and roadway segments as approved in the TIA methodology letter submitted to Ormond Beach (provided as **Appendix B**):

Intersections

- US 1 at Airport Road
- US 1 at Coquina Avenue
- US 1 at Tomoka Boat Club
- US 1 at SR 5A/Nova Road
- US 1 at Exit-Only Driveway
- US 1 at Entrance-Only Driveway

Roadway Segments

- US 1 from SR 5A/Nova Road to Airport Road (significant, provides access)
- SR 40/Granada Boulevard from I-95 to SR 5A/Nova Road (near critical)
- SR 40/Granada Boulevard from US 1 to Halifax Avenue (critical)
- Hand Avenue from Clyde Morris Boulevard to Shangri La Drive (near critical)

1.2 Planned Roadway Improvements

Information on the programmed or planned roadway improvements in the area was obtained from the Florida Department of Transportation (FDOT) Five-Year Work Program and the Volusia Flagler Transportation Planning Organization (VFTPO) Long Range Transportation Plan. At this time, there are no programmed or planned roadway improvements funded for construction in the next five years within the study area.



Tomoka Commerce Park	N / NTS	Location Map	LTG Engineering & Planning
		Project No.: 6207.03 — Figure 1-1	

2 EXISTING ANALYSIS

The study area intersections and roadway segments were analyzed under existing conditions to determine the most current operational status of the network.

2.1 Existing Traffic Determination

Turning movement counts were collected for the study area intersections on November 19th, 2024 and August 27th, 2025 during the AM and PM peak hours. The turning movement counts were adjusted by the FDOT Seasonal Factor specified for the week the data was collected (≥1). **Figure 2-1** shows the existing AM and PM peak hour traffic volumes at the study area intersections. The raw turning movement counts and the FDOT Peak Season Factor Category Report are provided as **Appendix C**.

Seasonally adjusted PM peak hour tube counts, as made available by the Volusia County Traffic Engineering Division, were used for the study area roadway segments.

2.2 Intersection Analysis

The operating conditions at the study area intersections were evaluated using *Synchro*. **Table 2-1** presents the existing AM and PM peak hour Level of Service (LOS) at the study area intersections. The traffic signal timing sheets for the signalized intersections are provided as **Appendix D** and the *Synchro* summary sheets are provided as **Appendix E**.

As indicated in the table, the intersection of US 1 and Airport Road is currently operating outside of the adopted LOS during the AM peak-hour. Additionally, the westbound approach of US 1 at Coquina Avenue is currently operating outside of the adopted LOS during the PM peak-hour.

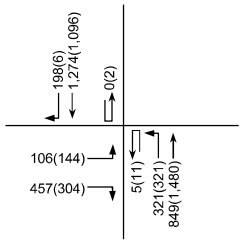
2.3 Roadway Segment Analysis

The existing PM peak hour two-way LOS for the study area roadway segments are presented in **Table 2-2**.

As indicated in the table, all roadway segments are currently operating within the peak hour capacity with the exception of SR 40/Granada Boulevard between US 1 and Halifax Avenue.

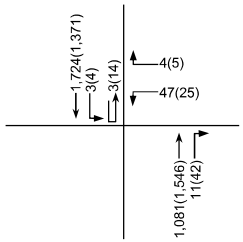
1 US 1 at Airport Road

0.9(0.95)



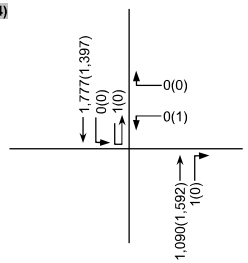
2 US 1 at Coquina Ave

0.89(0.91)



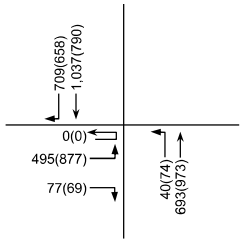
3 US 1 at Tomoka Boat Club

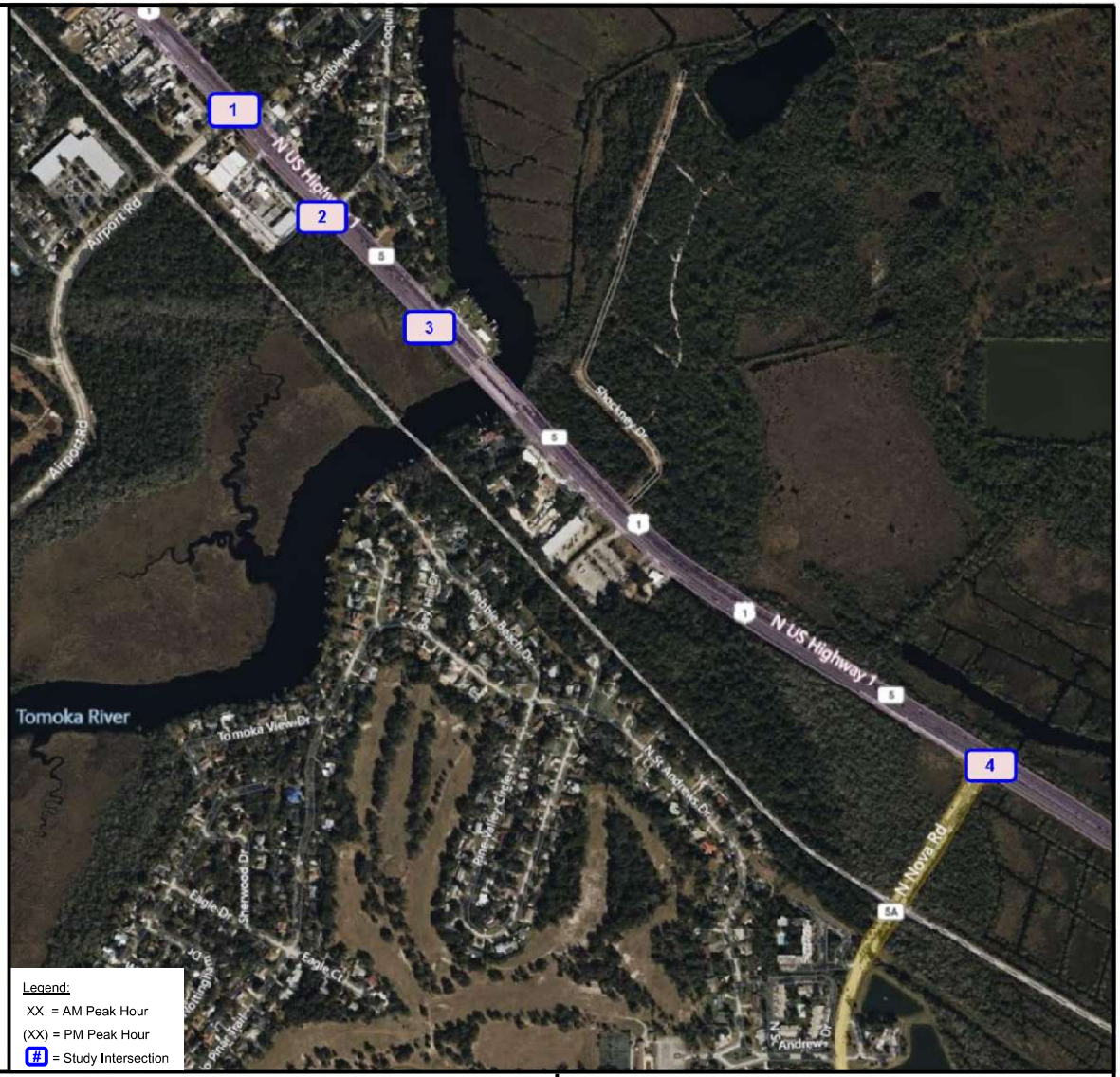
0.93(0.94)



4 US 1 at SR 5A/Nova Road

0.88(0.95)





Tomoka Commerce Park

N

NTS

Existing AM and PM Peak Hour Traffic Volumes

Project Number: 6207.03

Figure: 2-1

LTG Engineering & Planning

Table 2-1: Existing Intersection LOS

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. US 1 at Airport Road	D	Traffic Signal	AM	80.1	F	-	-	41.9	D	160.3	F	103.0	F	1.290
			PM	47.2	D	-	-	24.5	C	44.0	D	34.0	C	0.920
2. US 1 at Coquina Ave	D	TWSC	AM	-	-	31.47	D	0.00	NR*	0.06	NR*	0.60	NR*	0.298
			PM	-	-	47.52	E	0.00	NR*	0.47	NR*	0.70	NR*	0.282
3. US 1 at Tomoka Boat Club	D	TWSC	AM	-	-	0.00	NR*	0.00	NR*	0.01	NR*	0.00	NR*	0.004
			PM	-	-	34.80	D	0.00	NR*	0.00	NR*	0.00	NR*	0.009
4. US 1 at SR 5A/Nova Road	D	Traffic Signal	AM	37.0	D	-	-	10.9	B	21.3	C	21.9	C	0.780
			PM	50.8	D	-	-	17.7	B	23.5	C	30.6	C	0.940

**NR = No results were reported.*

Table 2-2: Existing Roadway Segment LOS

Roadway	Segment		No. of Lanes	Adopted LOS	AADT	Existing PM Peak Hour Two-Way Volume	Peak Hour Two-Way Capacity at Adopted LOS	Existing PM Volume Exceeds Peak Hour Capacity?
US 1	SR 5A/Nova Road	Airport Road	4	D	33,000	2,970	3,580	No
SR 40/Granada Boulevard	I-95	Williamson Boulevard	4	D	36,000	3,240	3,580	No
	Williamson Boulevard	Clyde Morris Boulevard	4	D	36,000	3,240	3,580	No
	Clyde Morris Boulevard	SR 5A/Nova Road	4	D	36,000	3,240	3,580	No
	US 1	Halifax Avenue	4	D	35,500	3,195	2,920	Yes
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	2	E	16,100	1,310	1,540	No

**No. of Lanes, Adopted LOS, AADT, Existing PM Peak Hour Volume, and Peak Hour Capacity obtained from the most recent Volusia County Traffic Count Spreadsheet.*

3 2030 BACKGROUND ANALYSIS

The study area intersections and roadway segments were analyzed to determine potential impacts of 2030 background traffic and to investigate any needed mitigation.

3.1 Background Traffic Determination

Growth rates were determined using 5 and 10 years of historical AADT, FDOT Traffic Trends software, and the methods outlined in Volusia County's Segment Growth Rates and Vested Trips Instructions Policy. Vested projects were used in the development of the growth applied to the applicable study area intersection approaches and roadway segments. The background traffic determination is provided as **Appendix F**.

Figure 1 and **Figure 3-2** show the background AM and PM peak hour traffic volumes, respectively, at the study area intersections.

3.2 Intersection Analysis

Table 3-1 presents the background AM and PM peak hour LOS at the study area intersections. The *Synchro* summary sheets are provided as **Appendix G**.

As indicated in the table, US 1 at Airport Road continues to operates outside of the adopted LOS during the AM peak-hour.

3.3 Intersection Improvements for Background Conditions

The deficient intersections was evaluated with the following improvements to resolve the existing and anticipated failures. The results are presented in **Table 3-2** and the *Synchro* summary sheets are provided as **Appendix H**.

US 1 at Airport Road

- Add northbound left-turn lane (dual lefts)
- Add eastbound right-turn overlap phase
- Restrict Northbound U-turns
- Optimize timings

3.4 Roadway Segment Analysis

The background PM peak hour two-way LOS for the study area roadway segments are presented in **Table 3-3**.

As indicated in the table, the study area roadway segments of US 1, SR 40/Granada Boulevard, and Hand Avenue are expected to continue to operate outside the adopted LOS.

3.5 Roadway Segment Improvements for Background Conditions

The deficient roadway segments were evaluated with the following improvements to resolve the existing and anticipated failures. The results are presented in **Table 3-4**.

US 1 from SR 5A/Nova Road to Airport Road

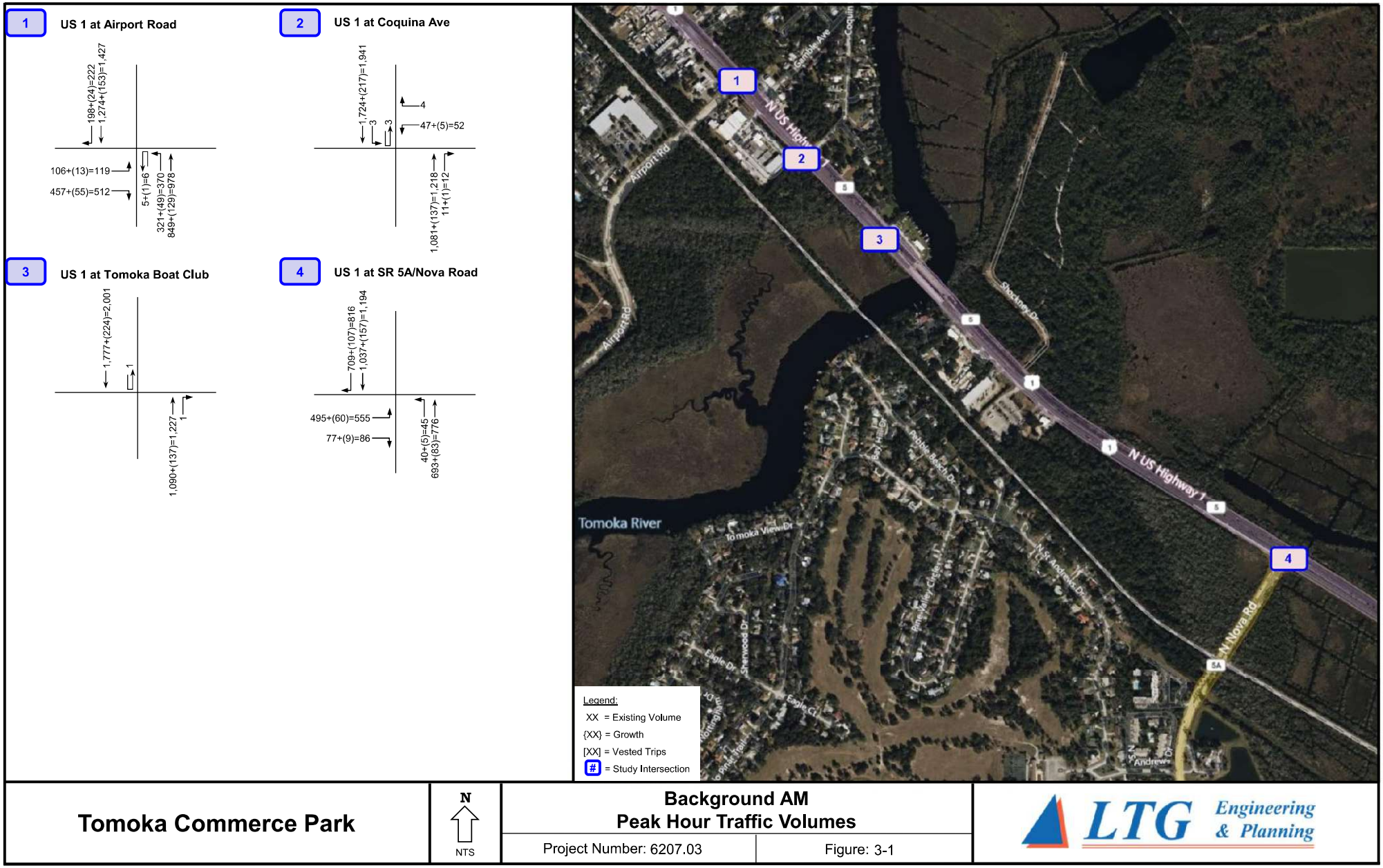
- Widen to 6-lanes

SR 40/Granada Boulevard from I-95 to Halifax Avenue:

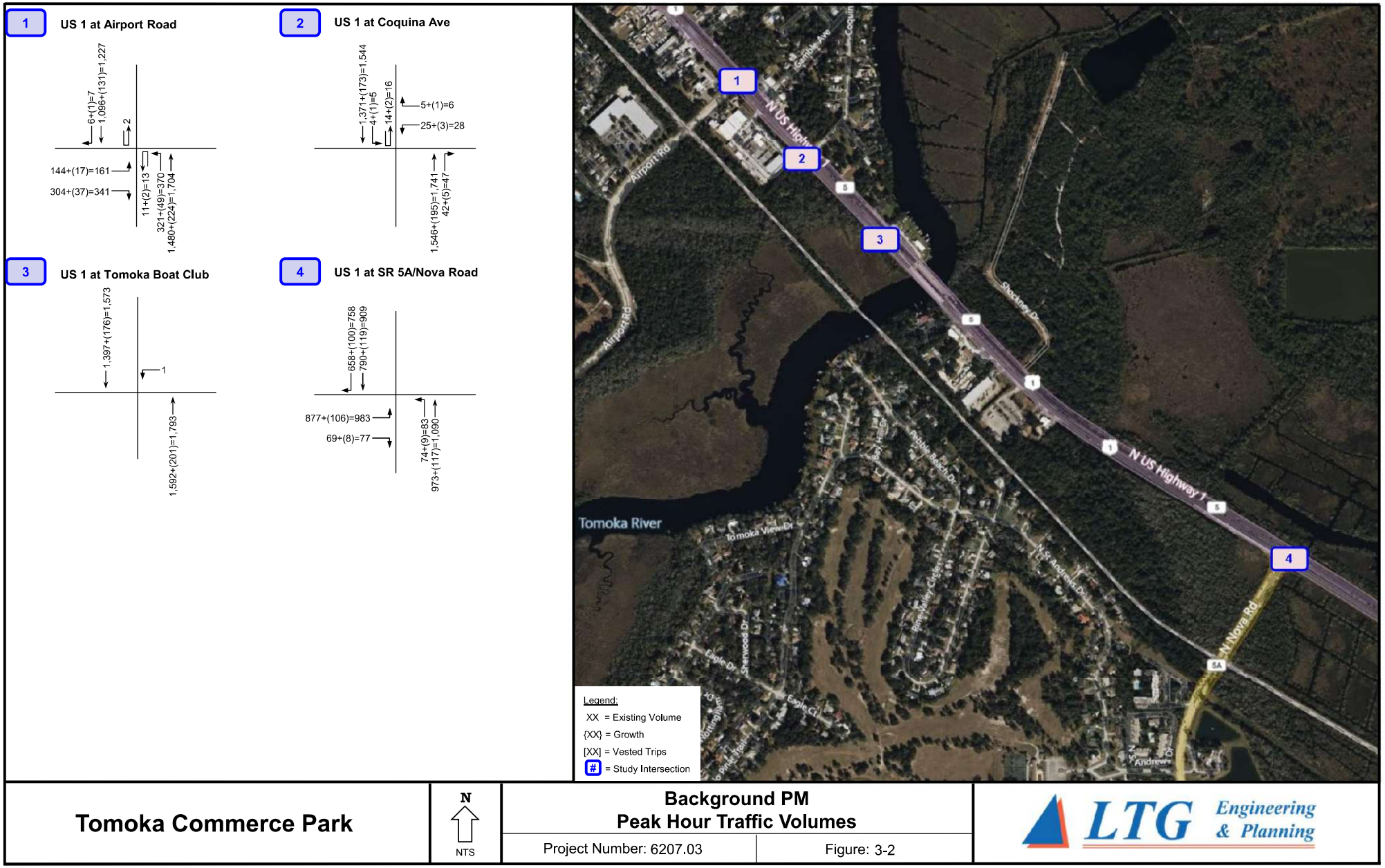
- Widen to 6-lanes

Hand Avenue from Clyde Morris Boulevard to Shangri La Drive

- Widen to 4-lanes



Tomoka Commerce Park	N ⇧ NTS	**Background AM Peak Hour Traffic Volumes**	LTG Engineering & Planning
		Project Number: 6207.03	Figure: 3-1



Tomoka Commerce Park

N

NTS

Background PM
Peak Hour Traffic Volumes

Project Number: 6207.03

Figure: 3-2

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Table 3-1: Background Intersection LOS

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. US 1 at Airport Road	D	Traffic Signal	AM	113.5	F	-	-	57.1	E	219.0	F	140.5	F	1.440
			PM	51.4	D	-	-	24.6	C	83.7	F	52.7	D	1.070
2. US 1 at Coquina Ave	D	TWSC	AM	-	-	41.97	E	0.00	NR*	0.06	NR*	0.80	NR*	0.397
			PM	-	-	80.48	F	0.00	NR*	0.70	NR*	1.10	NR*	0.452
3. US 1 at Tomoka Boat Club	D	TWSC	AM	-	-	0.00	A	0.00	NR*	0.01	NR*	0.00	NR*	0.005
			PM	-	-	43.91	E	0.00	NR*	0.00	NR*	0.00	NR*	0.011
4. US 1 at SR 5A/Nova Road	D	Traffic Signal	AM	37.9	D	-	-	12.4	B	26.6	C	24.9	C	0.820
			PM	77.0	E	-	-	18.7	B	25.7	C	40.4	D	1.050

**NR = No results were reported.*

Table 3-2: Background Intersection LOS Improved

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. US 1 at Airport Road	D	Traffic Signal	AM	66.8	E	-	-	22.8	C	54.6	D	44.9	D	1.020

Table 3-3: Background Roadway Segment LOS

Roadway	Segment		No. of Lanes	Adopted LOS	Existing PM Peak Hour Two-Way Volume	Applied Growth Rate	High Growth?	Growth Rate (# of Trips)	Vested Trips	Growth Method Applied	Total Growth Applied (# of Trips)	Estimated Total 2030 Background Volume	Vested % of Estimated Background Volume	Vested Trips after 30% Reduction (if applicable)	Total 2030 Background Volume	Peak Hour Two-Way Capacity at Adopted LOS	Background PM Volume Exceeds Peak Hour Capacity?
US 1	SR 5A/Nova Road	Airport Road	4	D	2,970	2.52%	N	599	339	Historical + Vested	938	3,908	8.67%	-	3,908	3,580	Yes
SR 40/Granada Boulevard	I-95	Williamson Boulevard	4	D	3,240	2.00%	N	518	62	Historical + Vested	580	3,820	1.62%	-	3,820	3,580	Yes
	Williamson Boulevard	Clyde Morris Boulevard	4	D	3,240	2.00%	N	518	62	Historical + Vested	580	3,820	1.62%	-	3,820	3,580	Yes
	Clyde Morris Boulevard	SR 5A/Nova Road	4	D	3,240	2.00%	N	518	89	Historical + Vested	607	3,847	2.31%	-	3,847	3,580	Yes
	US 1	Halifax Avenue	4	D	3,195	2.00%	N	511	435	Historical + Vested	946	4,141	10.50%	-	4,141	2,920	Yes
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	2	E	1,310	2.00%	N	210	105	Historical + Vested	315	1,625	6.46%	-	1,625	1,540	Yes

Table 3-4: Background Roadway Segment LOS Improved

Roadway	Segment		No. of Lanes	Adopted LOS	Existing PM Peak Hour Two-Way Volume	Applied Growth Rate	High Growth?	Growth Rate (# of Trips)	Vested Trips	Growth Method Applied	Total Growth Applied (# of Trips)	Estimated Total 2030 Background Volume	Vested % of Estimated Background Volume	Total 2030 Background Volume	Peak Hour Two-Way Capacity at Adopted LOS	Background PM Volume Exceeds Peak Hour Capacity?
US 1	SR 5A/Nova Road	Airport Road	6	D	2,970	2.52%	N	599	339	Historical + Vested	938	3,908	8.67%	3,908	5,390	No
SR 40/Granada Boulevard	I-95	Williamson Boulevard	6	D	3,240	2.00%	N	518	62	Historical + Vested	580	3,820	1.62%	3,820	5,390	No
	Williamson Boulevard	Clyde Morris Boulevard	6	D	3,240	2.00%	N	518	62	Historical + Vested	580	3,820	1.62%	3,820	5,390	No
	Clyde Morris Boulevard	SR 5A/Nova Road	6	D	3,240	2.00%	N	518	89	Historical + Vested	607	3,847	2.31%	3,847	5,390	No
	US 1	Halifax Avenue	6	D	3,195	2.00%	N	511	435	Historical + Vested	946	4,141	10.50%	4,141	5,390	No
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	4	E	1,310	2.00%	N	210	105	Historical + Vested	315	1,625	6.46%	1,625	3,410	No

4 2030 BUILD-OUT ANALYSIS

The study area intersections and roadway segments were analyzed to determine potential impacts of 2030 build-out traffic and to investigate any needed mitigation.

4.1 Build-Out Traffic Determination

Project-related traffic was applied using the information contained in this section. **Figure 4-1** and **Figure 4-2** show the build-out AM and PM peak hour traffic volumes, respectively, at the study area intersections.

4.1.1 Trip Generation

The trip generation, as approved in the TIA methodology letter, is presented in **Table 4-1** and **Table 4-2**.

Table 4-1: Gross Trip Generation

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Strip Retail Plaza (<40K)	822	T=42.2(X)+229.68	19.658	KSF	50%	50%	530	530	1,060
	Warehousing	150	T=1.58(X)+38.29	90.612	KSF	50%	50%	91	91	182
							Totals:	**621**	**621**	**1,242**
AM PH	Strip Retail Plaza (<40K)	822	T=2.36(X)	20	KSF	60%	40%	28	18	46
	Warehousing	150	T=0.17(X)	91	KSF	77%	23%	12	3	15
							Totals:	**40**	**21**	**61**
PM PH	Strip Retail Plaza (<40K)	822	T=6.59(X)	20	KSF	50%	50%	65	65	130
	Warehousing	150	T=0.18(X)	91	KSF	28%	72%	4	12	16
							Totals:	**69**	**77**	**146**

Table 4-2: Net Trip Generation

Time Period	Land Use Code	Total Trips			Internal Trips			Pass-By Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM PH	822	28	18	46	0	0	0	0	0	0	28	18	46
	150	12	3	15	0	0	0	0	0	0	12	3	15
Totals:		**40**	**21**	**61**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**21**	**61**
PM PH	822	65	65	130	0	0	0	26	26	52	39	39	78
	150	4	12	16	0	0	0	0	0	0	4	12	16
Totals:		**69**	**77**	**146**	**0**	**0**	**0**	**26**	**26**	**52**	**43**	**51**	**94**

**Due to similarities, the pass-by rate for LUC 821 was applied to LUC 822.*

4.1.2 Trip Distribution & Assignment

The trip distribution, as approved in the TIA methodology letter, is provided as **Appendix I**. The final step in the analysis was to assign the project-related traffic to the roadway network using the trip generation and distribution.

4.2 Intersection Analysis

Table 4-3 presents the build-out AM and PM peak hour LOS at the study area intersections. The *Synchro* summary sheets are provided as **Appendix J**.

As indicated in the table, all intersections are anticipated to operate within the adopted LOS.

4.3 Roadway Segment Analysis

The build-out PM peak hour two-way LOS for the study area roadway segments are presented in **Table 4-4.**

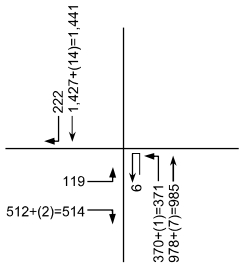
As indicated in the table, all roadway segments are anticipated to operate within the peak hour under build-out conditions.

4.4 Queue Length & Turn Lane Analysis

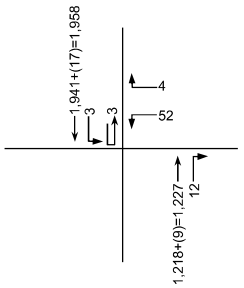
A queue length analysis was conducted to determine recommended turn lane lengths for existing turn lanes at the study area intersections. The Synchro results were used to obtain the 95th percentile queue lengths expected for each exclusive turn lane during the AM and PM peak hours. Turn lane requirements were evaluated using the Volusia County's Land Development Code Section 72-619 Table VI and FDOT Design Manual Exhibit 212-1. **Table 4-5** presents a summary of the maximum required turn lane lengths under existing, background, and build-out conditions.

As indicated in the table, there are no anticipated turn lane deficiencies due to the addition of project trips.

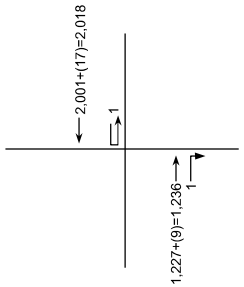
1 US 1 at Airport Road



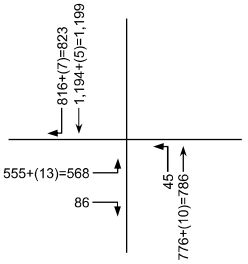
2 US 1 at Coquina Ave



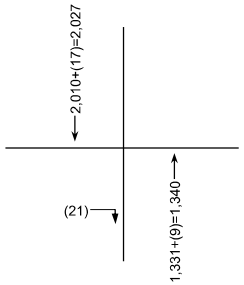
3 US 1 at Tomoka Boat Club



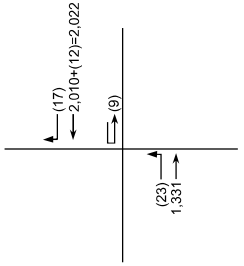
4 US 1 at SR 5A/Nova Road



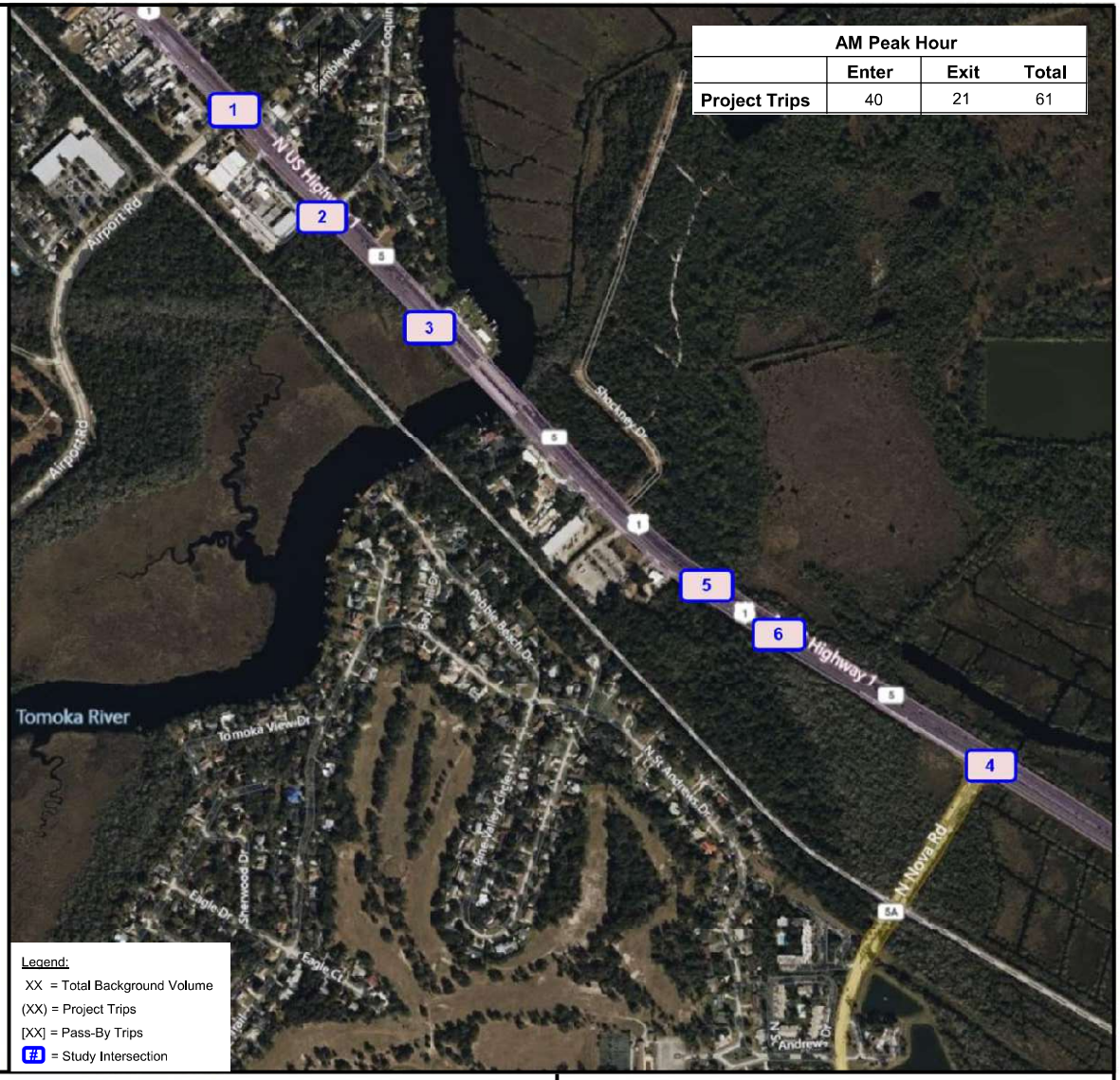
5 US 1 at Exit Only Project Driveway



6 US 1 at Entrance Only Project Driveway



AM Peak Hour			
	Enter	Exit	Total
Project Trips	40	21	61



Tomoka Commerce Park

N
NTS

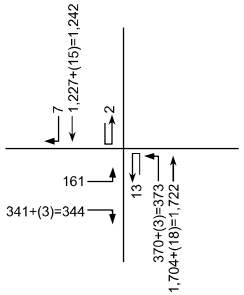
Build-Out AM Peak Hour Traffic Volumes

Project Number: 6207.03

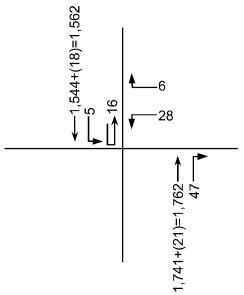
Figure: 4-1

LTG Engineering & Planning

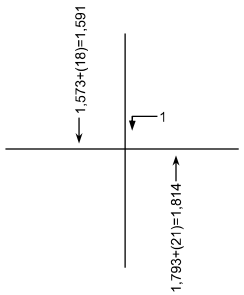
1 US 1 at Airport Road



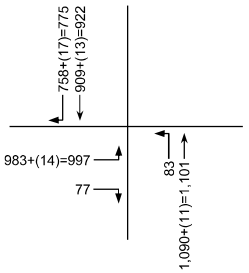
2 US 1 at Coquina Ave



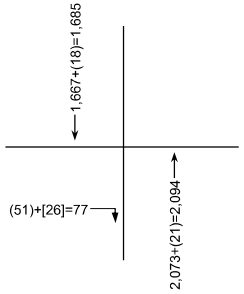
3 US 1 at Tomoka Boat Club



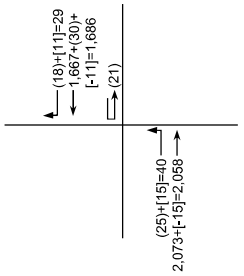
4 US 1 at SR 5A/Nova Road



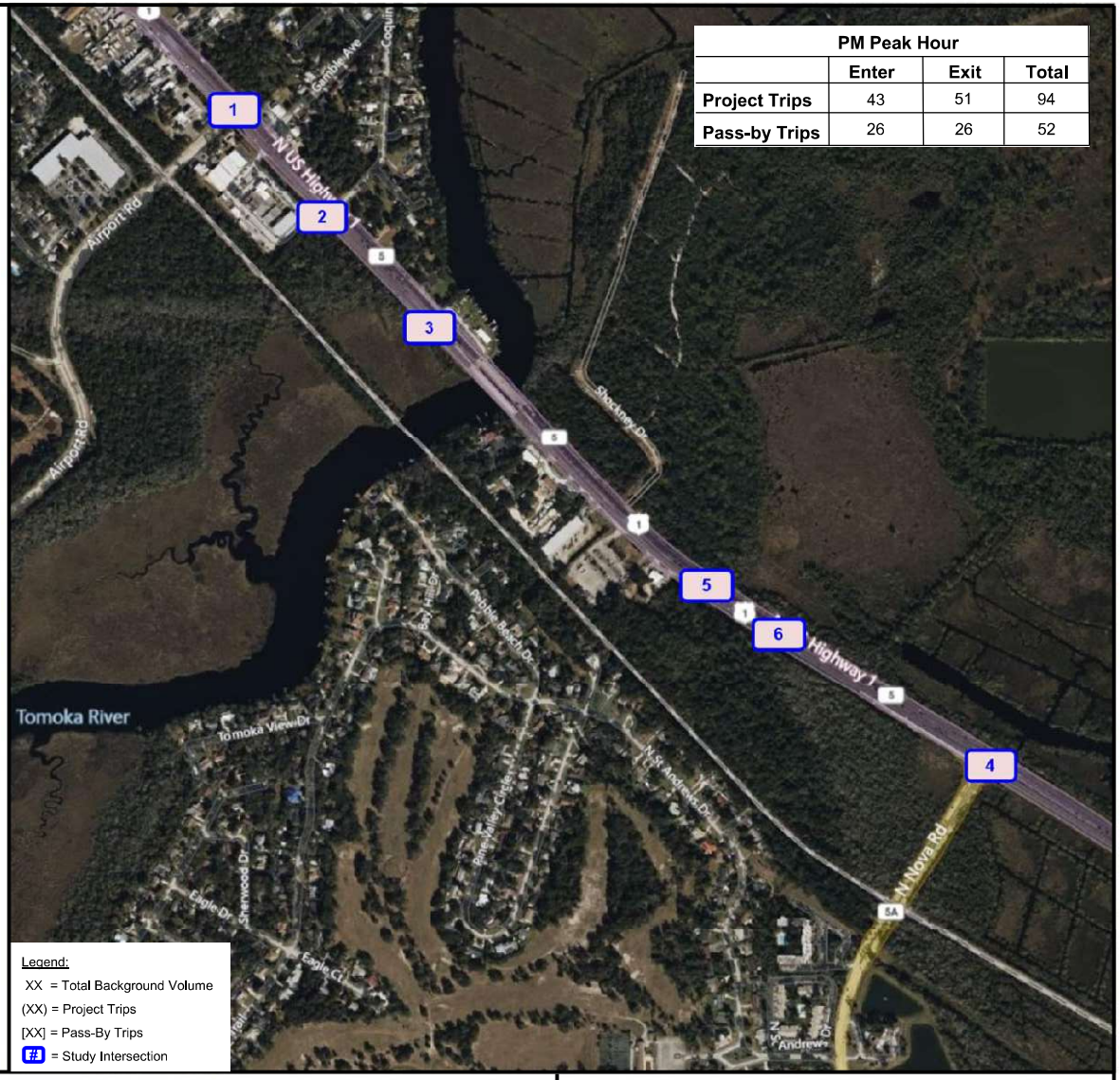
5 US 1 at Exit Only Project Driveway



6 US 1 at Entrance Only Project Driveway



PM Peak Hour			
	Enter	Exit	Total
Project Trips	43	51	94
Pass-by Trips	26	26	52



Tomoka Commerce Park

N
NTS

Build-Out PM Peak Hour Traffic Volumes

Project Number: 6207.03 | Figure: 4-2

LTG Engineering & Planning

Table 4-3: Build-Out Intersection LOS

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. US 1 at Airport Road	D	Traffic Signal	AM	67.5	E	-	-	22.8	C	57.1	E	46.2	D	1.030
			PM	45.3	D	-	-	21.6	C	26.5	C	26.3	C	0.850
2. US 1 at Coquina Ave	D	TWSC	AM	-	-	42.75	E	0.00	NR*	0.06	NR*	0.80	NR*	0.403
			PM	-	-	85.26	F	0.00	NR*	0.72	NR*	1.20	NR*	0.470
3. US 1 at Tomoka Boat Club	D	TWSC	AM	-	-	0.00	A	0.00	NR*	0.01	NR*	0.00	NR*	0.005
			PM	-	-	45.02	E	0.00	NR*	0.00	NR*	0.00	NR*	0.012
4. US 1 at SR 5A/Nova Road	D	Traffic Signal	AM	38.1	D	-	-	12.6	B	27.2	C	25.4	C	0.830
			PM	81.4	F	-	-	18.7	B	26.0	C	42.0	D	1.070
5. US 1 at Exit Only Project Driveway	D	TWSC	AM	23.4	C	-	-	0.0	NR*	0.0	NR*	0.1	NR*	0.101
			PM	22.39	C			0.00	NR*	0.00	NR*	0.40	NR*	0.282
6. US 1 at Entrance Only Project Driveway	D	TWSC	AM	-	-	-	-	-	-	-	-	0.0	NR*	0.000
			PM	-	-	-	-	-	-	-	-	0.0	NR*	0.000

**NR = No results reported.*

Table 4-4: Build-Out Roadway Segment LOS

Roadway	Segment		No. of Lanes	Adopted LOS	Existing PM Peak Hour Two-Way Volume	Total 2030 Background Volume	Project Distribution	Project Trips	Total 2030 Build-Out Volume	Peak Hour Two-Way Capacity at Adopted LOS	Build-Out PM Volume Exceeds Peak Hour Capacity?
US 1	SR 5A/Nova Road	Airport Road	6	D	2,970	3,908	100.0%	94	4,002	5,390	No
SR 40/Granada Boulevard	I-95	Williamson Boulevard	6	D	3,240	3,820	3.4%	3	3,823	5,390	No
	Williamson Boulevard	Clyde Morris Boulevard	6	D	3,240	3,820	10.4%	10	3,830	5,390	No
	Clyde Morris Boulevard	SR 5A/Nova Road	6	D	3,240	3,847	14.6%	14	3,861	5,390	No
	US 1	Halifax Avenue	6	D	3,195	4,141	13.1%	12	4,153	5,390	No
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	4	E	1,310	1,625	0.0%	0	1,625	3,410	No

Table 4-5: Queue Length & Turn Lane Analysis

Intersection	TurnLane	Posted Speed Limit(mph)	Existing Lane Length(ft)	Required Deceleration(ft)*	Existing				Background				Build-Out			
					# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)
AM																
US 1 at Airport Road	NBL	55	720	405	1	575	980	260	2	225	630	0	2	225	630	0
PM																
US 1 at Airport Road	NBL	55	720	405	1	450	855	135	2	225	630	0	2	225	630	0

**Based upon the latest FDOT Design Manual.*

4.5 Safety Analysis

At the request of Volusia County Traffic Operations staff, an analysis of the existing crash data was conducted using data provided from crash reports (2020-2024) for the development access points and all intersections where build-out improvements are proposed. Because there are no intersections with proposed build-out improvements, only the project driveways were analyzed. The crash summary report for the area surrounding the project driveways are provided as **Appendix K**. There were a total of 3 crashes reported between 2020-2024. Information on potential countermeasures and the associated Crash Modification Factors, as obtained from the Crash Modification Factors Clearinghouse, are provided for intersections where the average number of crashes per year is five or more. As indicated by the crash data, fewer than five crashes per year were reported at the project driveways. Therefore, due to the low crash rate, no countermeasures are recommended.

4.6 Alternative Mode Analysis

An alternative mode analysis has been conducted to determine existing and proposed alternate modes of transportation within the immediate study area.

4.6.1 School Proximity

It is noted that the proposed development is located within approximately two miles of Ormond Beach Middle School.

4.6.2 Votran

Votran, Volusia County's public transportation system, provides transportation alternatives to all urban areas of the county via fixed-route buses and paratransit vehicles. The frequency of most routes is one hour, with a few operating on the half-hour. Standard daily service is provided from 6 AM to 7 PM, Monday through Saturday, with a limited fixed-route service at night and on Sunday. At this time, Votran Routes 3A and 3C provides service adjacent to the proposed development.

4.6.3 Sidewalk Connectivity

There is no existing sidewalk adjacent to the development. Per Volusia County's Land Development Code, the development will be required to provide sidewalk connectivity to the development. As future developments apply for concurrency, the sidewalk connectivity along the adjacent roadways will increase and improve.

4.6.4 Bicycle Suitability & Trails

The current Suitability/Comfort Levels for bicycle users are presented in **Table 4-6**. A bicycle suitability map and trail map are provided as **Appendix L**. The SR 40/Granada Boulevard Multiuse Trail is within a 3-mile radius of the development.

Table 4-6: Suitability/Comfort Levels for Bicycle Users

Roadway	Segment		Suitability/Comfort Level
US 1	I-95	Airport Rd	Low
	Airport Rd	SR 5A/Nova Rd	Extremely Low
	SR 5A/Nova Rd	SR 40/Granada Blvd	Low
Airport Rd	US 1	Sunshine Blvd	Medium
	Sunshine Blvd	Creek Forest Ln	Low
	Creek Forest Ln	I-95	Medium
SR 5A/Nova Rd	US 1	Wilmette Ave	Low
	Wilmette Ave	SR 40/Granada Blvd	Extremely Low
	SR 40/Granada Blvd	Hand Ave	Low

As indicated in the table, the area mainly consists of Low and Extremely Low comfort levels for bicycle users.

4.7 Site Access Review

Access to and from the development will be provided via one exit-only and one entrance-only driveway along US 1. The requirements for turn lanes were evaluated using the FDOT Design Manual Exhibit 212-1, National Cooperative Highway Research Program (NCHRP) 457 reports, and a posted speed of 55 miles per hour along US 1. The NCHRP reports are located in **Appendix M**. The results are presented below:

US 1 at Entrance-Only Project Driveway:

- A 455-ft (includes 50-ft taper and queue storage for 2 vehicles) northbound left turn lane is warranted.
- A 405-ft (includes 50-ft taper) southbound right turn lane is warranted. However, the southbound right-turn lane is geometrically constrained by the existing driveway for Window World located immediately north of the proposed developments northern Exit-Only project driveway. Therefore, a 200-ft southbound right-turn lane will be provided as shown on the site plan on **Appendix A**.
- Additionally, based on discussions with FDOT staff a 350-ft (includes 50-ft taper) southbound U-turn lane will be provided for project trips exiting the northern driveway.

5 CONCLUSION

This study was conducted to evaluate the impact of the proposed Tomoka Commerce Park development on the surrounding roadway network in Ormond Beach, Florida.

5.1 Recommended Improvements

Table 5-1 presents the recommended roadway segment improvements and **Table 5-2** presents the recommended intersection improvements.

Table 5-1: Recommended Roadway Segment Improvements

Background Conditions (Not Project Related)			
Roadway	Segment		Improvement
	From	To	
US 1	SR 5A/Nova Rd	Airport Rd	Widen to 6-lanes
SR 40/Granada Blvd	I-95	Williamson Boulevard	Widen to 6-lanes
	Williamson Boulevard	Clyde Morris Boulevard	Widen to 6-lanes
	Clyde Morris Boulevard	SR 5A/Nova Road	Widen to 6-lanes
	US 1	Halifax Avenue	Widen to 6-lanes
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	Widen to 4-lanes

Table 5-2: Recommended Intersection Improvements

Background Conditions (Not Project Related)	
Intersection	Improvement
US 1 at Airport Rd	• Add northbound left-turn lane (dual lefts) • Add eastbound right turn overlap phase • Restrict Northbound U-turns • Optimize signal timings

The recommended improvements eligible for proportionate share, the estimated improvement cost, and proportionate share calculations are to be negotiated once the TIA results are accepted.

5.2 Site Access

Access to and from the development will be provided via one exit-only and one entrance-only driveway along US 1. The requirements for turn lanes were evaluated using the FDOT Design Manual Exhibit 212-1, National Cooperative Highway Research Program (NCHRP) 457 reports, and a posted speed of 55 miles per hour along US 1. The results are presented below:

US 1 at Entrance-Only Project Driveway:

- A 455-ft (includes 50-ft taper and queue storage for 2 vehicles) northbound left turn lane is warranted.
- A 405-ft (includes 50-ft taper) southbound right turn lane is warranted. However, the southbound right-turn lane is geometrically constrained by the existing driveway for Window World located immediately north of the proposed developments northern Exit-Only project driveway. Therefore, a 200-ft southbound right-turn lane will be provided as shown on the site plan on **Appendix A**.
  Additionally, based on discussions with FDOT staff a 350-ft (includes 50-ft taper) southbound U-turn lane will be provided for project trips exiting the northern driveway.

Based on the results of this analysis and the recommendations provided above, the Tomoka Commerce Park development is recommended for approval.

APPENDIX A

Conceptual Site Plan

Table 1
Gross Trip Generation
Tomoka Commerce Park

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Strip Retail Plaza (<40K)	822	T=42.20(X)+229.38	19.658	KSF	50%	50%	530	530	1,959
	Warehousing	150	T=1.58(X)+38.29	90.612	KSF	50%	50%	91	91	182
							Totals:	621	621	1,242
AM PH	Strip Retail Plaza (<40K)	822	T=2.36(X)	19.658	KSF	60%	40%	28	18	46
	Warehousing	150	T=0.17(X)	90.612	KSF	77%	23%	12	3	15
							Totals:	40	21	61
PM PH	Strip Retail Plaza (<40K)	822	T=6.59(X)	19.658	KSF	50%	50%	65	65	130
	Warehousing	150	T=0.18(X)	90.612	KSF	28%	72%	4	12	16
							Totals:	69	77	146

GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

SITE DATA

TAX PARCEL NUMBER: 3242-00-00-0280
SITE AREA = 543,776 S.F. = 12.483 ACRES
LOT 1 = 1.534 ACRES
LOT 2 = 1.164 ACRES
LOT 3 = 2.455 ACRES
LOT 4 = 3.614 ACRES
COMMON AREA TRACT "A" ACCESS, MAINTENANCE, UTILITY, AND TREE PRESERVATION = 3.459 ACRES
PARCEL "A" LIFT STATION DEDICATED TO THE CITY ORMOND BEACH = 0.057 ACRES

BUILDING COVERAGE

LOT 1	9,829
LOT 2	9,829
LOT 3	8,626
	8,626
	8,626
	8,626
LOT 4	8,626
	8,626
	4,308
	17,274
	17,274
TOTAL	110,270 S.F. = 20.28% BUILDING COVERAGE

F.A.R. = 0.2028

IMPERVIOUS AREA

IMPERVIOUS AREA:		
TRACT A IMPERVIOUS =	45,599 S.F.	= 28.61%
LOT 1 IMPERVIOUS =	33,134 S.F.	= 49.58%
LOT 2 IMPERVIOUS =	23,576 S.F.	= 46.49%
LOT 3 IMPERVIOUS =	69,468 S.F.	= 64.96%
LOT 4 IMPERVIOUS =	110,019 S.F.	= 69.80%
TOTAL IMPERVIOUS =	281,796 S.F.	= 51.82%
TOTAL LANDSCAPE AREA =	261,981 S.F.	= 48.18%

FLORIDA EAST COAST RAILWAY

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. FLORIDA REG. #47033
STEVE BRIDGEFORTH, P.E. FLORIDA REG. #66701
CERTIFICATE OF AUTHORIZATION FOR FIRM NUMBER 00003910

TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA

OVERALL SITE PLAN

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 50'

SEAL

APPENDIX B

TIA Methodology Letter

LTG Engineering & Planning

Via Email: steven.spraker@ormondbeach.org

Ref: 6207.02

August 27, 2025

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Tomoka Commerce Park – Traffic Impact Analysis (TIA) – Methodology Letter
Ormond Beach, Florida

Dear Mr. Spraker:

LTG, Inc. (LTG) has been retained by Vanacore Construction, Inc. to prepare a Traffic Impact Analysis (TIA) for the proposed development known as Tomoka Commerce Park. The development is located south of US 1, north of the FEC Railroad, 0.75 miles east of Airport Road and 0.35 miles west of Nova Road in the City of Ormond Beach, Florida. Access is proposed via one entrance-only driveway and one exit-only driveway along US 1. Build-out of the proposed development is anticipated by 2030. **Figure 1** shows the location of the project relative to the surrounding road network. A layout of the proposed site is attached as **Exhibit A**. The development will consist of the following land uses:

- Retail = 19,658 square-feet
- Warehousing/Storage = 90,612 square-feet

The City has adopted the Volusia Flagler Transportation Planning Organization (VFTPO) TIA guidelines. In accordance with these guidelines, this letter outlines the proposed methodology by which the analysis will be conducted. The analysis will be based on the latest concurrency information obtained from the Volusia County Traffic Engineering Department, the CITY Public Works and/or Development Services Departments, and the Florida Department of Transportation (FDOT).

Analysis Period

Roadway segments will be analyzed based on PM peak-hour two-way traffic and the intersections will be analyzed for AM and PM peak-hours. The analysis will be conducted under 2025 existing conditions, 2030 background conditions, and 2030 build-out conditions. The AM and PM peak-hour turning movement counts will be collected on a typical weekday (Tuesday, Wednesday, or Thursday) between the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. The traffic counts will be adjusted by the FDOT Seasonal Factor (SF) specified for the week the data is collected. SF values less than 1.0 will not be applied.



Tomoka Commerce Park	N / NTS	Location Map	LTG Engineering & Planning
		Project No.: 6207.02 — Figure 1	

Project Trip Generation

The daily, AM peak-hour, and PM peak-hour trip generation for the project was determined using the Institute of Transportation Engineers (ITE), Trip Generation Manual, *11th Edition*. The resulting daily, AM, and PM project trip generation is summarized in **Table 1**.

Table 1
Gross Trip Generation
Tomoka Commerce Park

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Strip Retail Plaza (<40K)	822	T=42.2(X)+229.68	19.658	KSF	50%	50%	530	530	1,060
	Warehousing	150	T=1.58(X)+38.29	90.612	KSF	50%	50%	91	91	182
							Totals:	**621**	**621**	**1,242**
AM PH	Strip Retail Plaza (<40K)	822	T=2.36(X)	19.658	KSF	60%	40%	28	18	46
	Warehousing	150	T=0.17(X)	90.612	KSF	77%	23%	12	3	15
							Totals:	**40**	**21**	**61**
PM PH	Strip Retail Plaza (<40K)	822	T=6.59(X)	19.658	KSF	50%	50%	65	65	130
	Warehousing	150	T=0.18(X)	90.612	KSF	28%	72%	4	12	16
							Totals:	**69**	**77**	**146**

The pass-by trips were calculated using procedures outlined in the ITE Trip Generation Handbook, 3rd Edition and reviewed to ensure that they did not exceed the established threshold of 10% of the adjacent roadway traffic volume for State facilities. Pass-by trips were deducted from the gross trip generation and the resulting net new external AM and PM peak-hour trips are provided in **Table 2**.

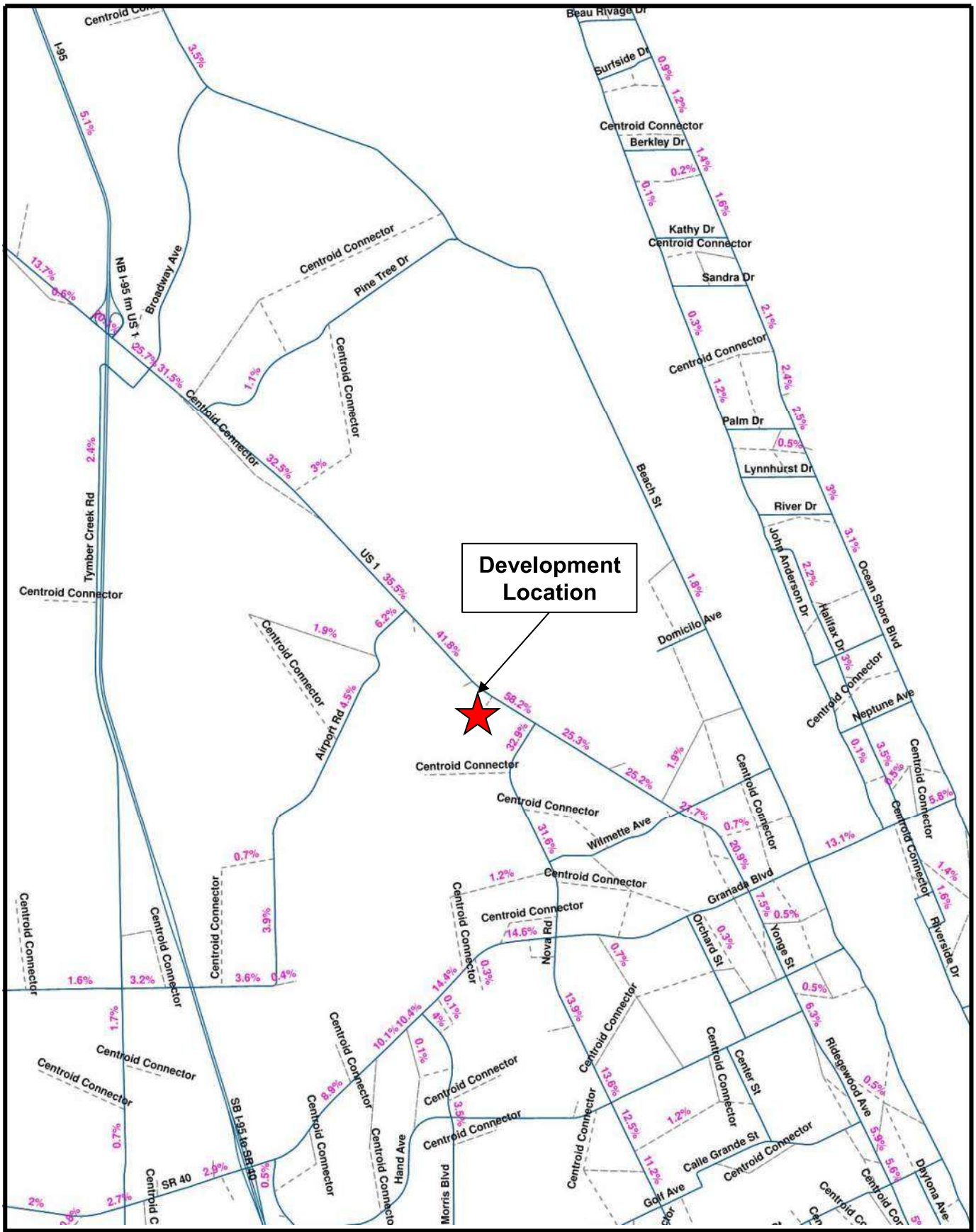
Table 2
Net External Trip Generation
Tomoka Commerce Park

Time Period	LUC	Total Trips			Internal Trips			Pass-By Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM PH	822	28	18	46	0	0	0	0	0	0	28	18	46
	150	12	3	15	0	0	0	0	0	0	12	3	15
Totals:		**40**	**21**	**61**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**23**	**63**
PM PH	822	65	65	130	0	0	0	26	26	52	39	39	78
	150	4	12	16	0	0	0	0	0	0	4	12	16
Totals:		**69**	**77**	**146**	**0**	**0**	**0**	**26**	**26**	**52**	**44**	**51**	**95**

**Due to similarities, the pass-by rate for LUC 821 was applied to LUC 822.*

Project Trip Distribution

The Central Florida Regional Planning Model, version 7 (CFRPM) was used to obtain the project trip distribution for the proposed development. A select zone analysis was completed for model base year 2030 and resulted in the project trip distribution shown in **Figure 2**. This project trip distribution will be used in evaluating roadway segment significance and will be used to distribute project traffic at external intersections.



Tomoka Commerce Park	N NTS	**Project Trip Distribution**	Project No.: 6207.02	Figure 2

LTG Engineering & Planning

Study Area

Per the VFTPO guidelines, projects must include all roadway segments to which the site has direct connections, that are impacted by the proposed project to within three percent or greater of the peak hour two-way adopted level of service (LOS) capacity, major intersections along the significant segments, and roadway segments that have been designated as "critical" or "near critical" within the site traffic influenced segments.

Critical and near critical roadways are defined by Volusia County as roadways with a volume to capacity (v/c) ratio that is equal to or greater than 1.0 and 0.90, respectively. **Figure 3** depicts the critical and near critical roadway segments within the area.

Using the project trip distribution, p.m. peak-hour project trips were assigned to the roadway network to determine the roadway segments that are impacted by the proposed project to within three percent or greater of the p.m. peak-hour two-way adopted level of service (LOS) capacity. **Table 3** presents the significance test on area roadways for the proposed development.

Based on the results of the significance test and the critical/near critical roadway segments in the area, the following intersections and roadway segments will be included in the study:

Roadway Segments:

- US 1 from SR 5A/Nova Road to Airport Road (significant, provides access)
- SR 40/Granada Boulevard from I-95 to SR 5A/Nova Road (near critical)
- SR 40/Granada Boulevard from US 1 to Halifax Avenue (critical)
- Hand Avenue from Clyde Morris Boulevard to Shangri La Drive (near critical)

Intersections:

- US 1 at SR 5A/Nova Road
- US 1 at Tomoka Boat Club Marina Bait Shop and Tiki Bar
- US 1 at Coquina Avenue
- US 1 at Airport Road
- US 1 at Northern Exit-Only Driveway (future conditions)
- US 1 at Southern Entrance-Only Driveway (future conditions)

Figure 4 shows the location of the study area intersections and project driveways.

Table 3
Significance Test
Tomoka Commerce Park

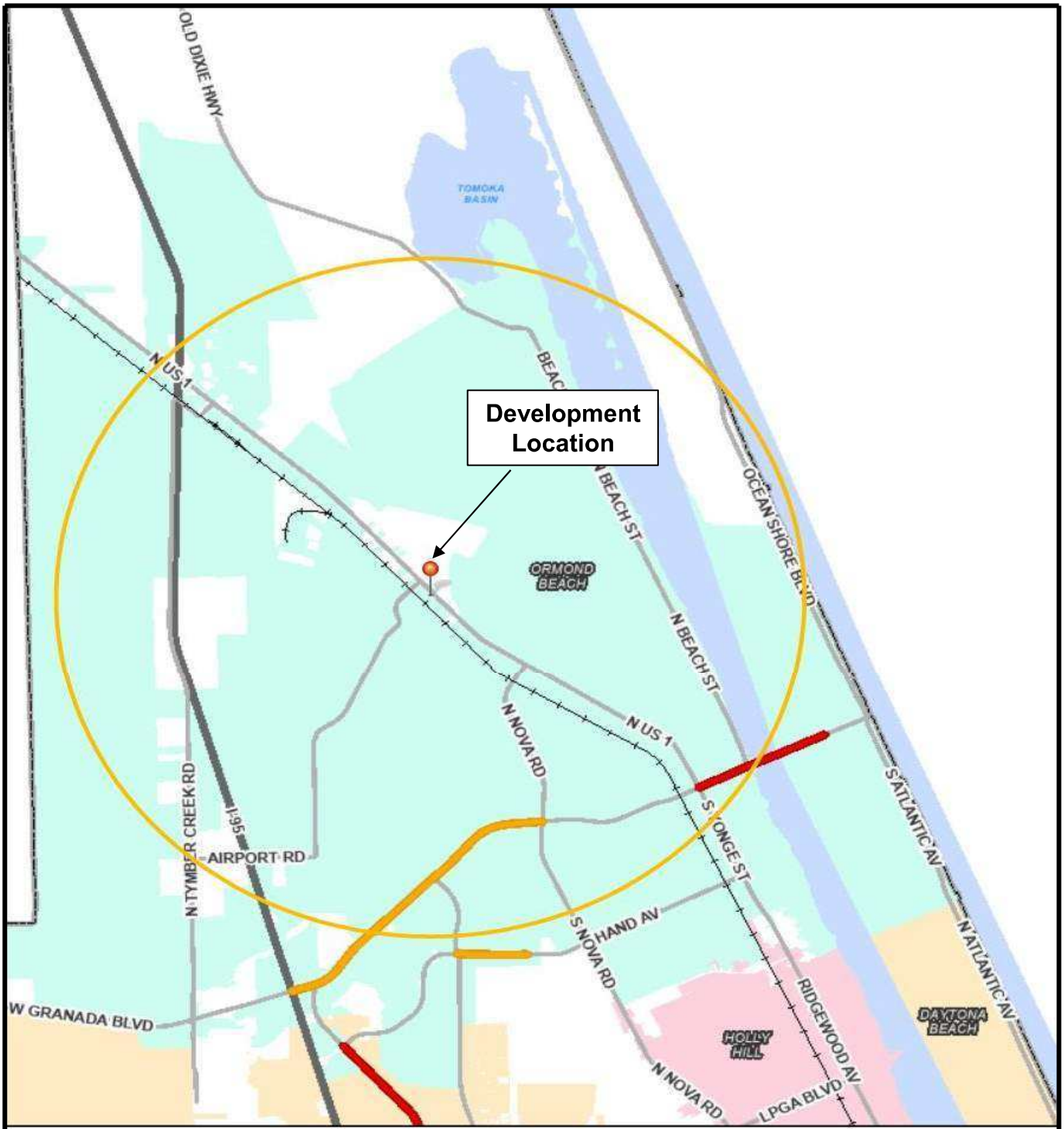
Roadway	Segment		No. of Lanes	Adopted LOS[1]	Peak Hour Two-Way Capacity at Adopted LOS[2]	Project Distribution	PM Peak Hour Two-Way		
							Project Trips	Impact of LOS	3% Significant?
US 1	Hand Ave	SR 40/Granada Blvd	4	D	3,580	7.5%	7	0.20%	No
	SR 40/Granada Blvd	SR 5A/Nova Rd	4	D	3,580	25.3%	24	0.67%	No
	SR 5A/Nova Rd	Airport Rd	4	D	3,580	100.0%	95	2.65%	No
	Airport Rd	I-95	4	D	3,580	35.5%	34	0.94%	No
Airport Rd	Tymber Creek Rd	Pineland Tr	2	E	2,200	3.2%	3	0.14%	No
	Pineland Tr	Sunshine Blvd	2	E	2,200	3.9%	4	0.17%	No
	Sunshine Blvd	US 1	2	E	2,200	6.2%	6	0.27%	No
SR 40/ Granada Blvd	I-95	Williamson Blvd	4	D	3,580	3.4%	3	0.09%	No
	Williamson Blvd	Clyde Morris Blvd	4	D	3,580	10.4%	10	0.28%	No
	Clyde Morris Blvd	SR 5A/Nova Rd	4	D	3,580	14.6%	14	0.39%	No
	SR 5A/Nova Rd	US 1	4	D	3,580	0.0%	0	0.00%	No
	US 1	Halifax Ave	4	D	2,920	13.1%	12	0.43%	No
	Halifax Ave	SR A1A	4	D	2,920	5.8%	6	0.19%	No
SR 5A/ Nova Rd	Hand Ave	SR 40/Granada Blvd	6	D	5,390	13.9%	13	0.24%	No
	SR 40/Granada Blvd	Wilmette Ave	6	D	5,390	30.4%	29	0.54%	No
	Wilmette Ave	US 1	4	D	3,580	32.9%	31	0.87%	No
Hand Ave	Clyde Morris Blvd	Shangri La Dr	2	E	1,540	0.0%	0	0.00%	No
	Shangri La Dr	SR 5A/Nova Rd	4	E	3,410	0.0%	0	0.00%	No
Beach St	SR 40/Granada Blvd	Wilmette Ave	2	E	1,440	1.8%	2	0.12%	No
	Wilmette Ave	Iglesia Ave	2	E	1,440	1.8%	2	0.12%	No
	Iglesia Ave	Pine Tree Dr	2	E	1,440	1.8%	2	0.12%	No

[1]Per Comprehensive Plan of Jurisdiction.
[2]Obtained from the most recent Volusia County Traffic Count Spreadsheet.
Critical
Near Critical
Direct Access

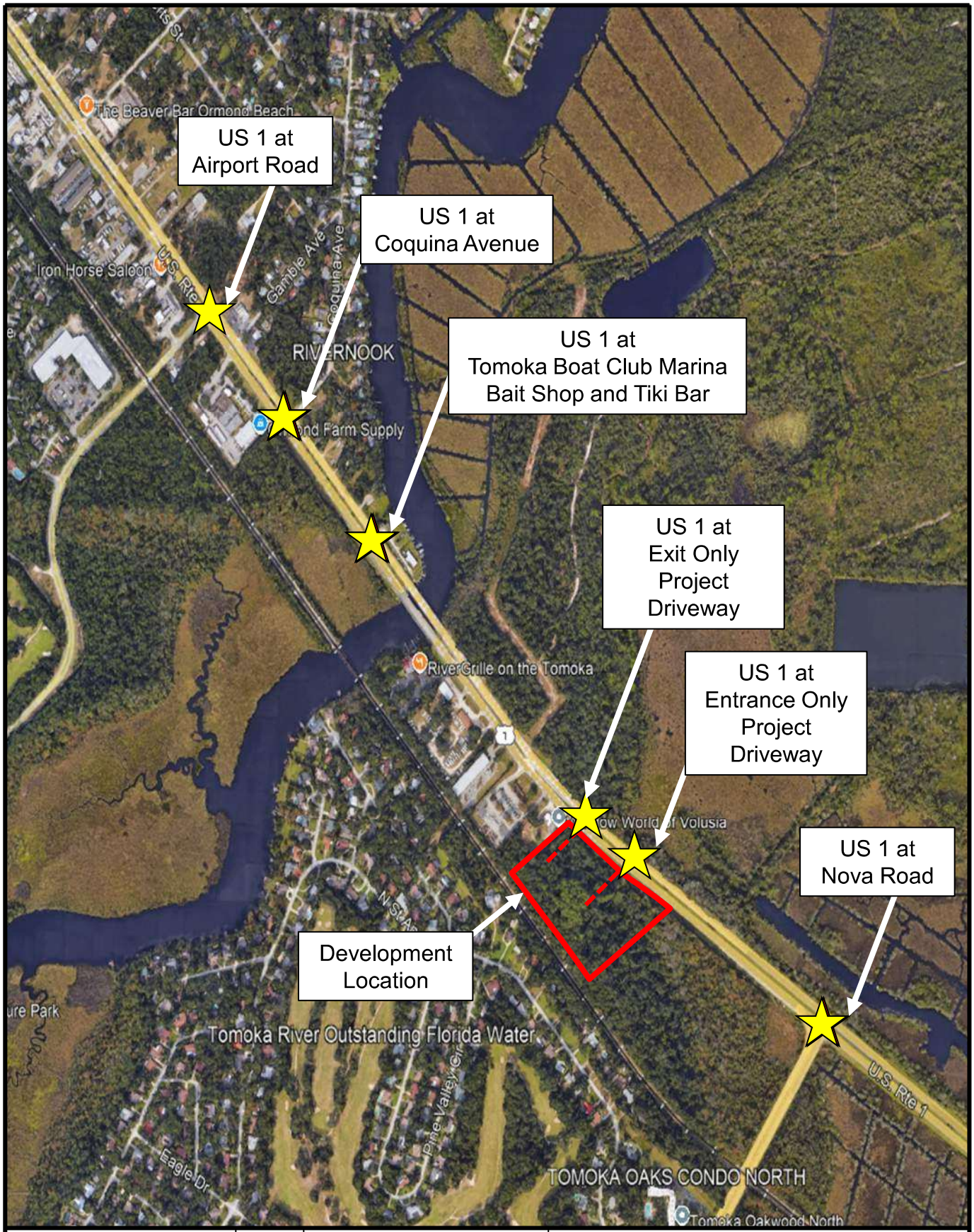
2030 Build-Out Volumes

The build-out traffic will be developed by the sum of the background traffic (derived from historical growth rates and/or vested trips as identified by Volusia County and the City of Daytona Beach) and the estimated project traffic. Growth rates for each study area roadway segment will be determined based on Volusia County's Segment Growth Rates and Vested Trips Instructions Policy flow chart (attached as **Exhibit B**). Per Volusia County directive, exponential regression will not be used to determine growth and 2020 AADTs will not be used.

Any vested trips that are required to be included in the background assessment on the study area roadway segments or at the intersections will need to be provided by the city or county for use in the analysis. All improvements funded for construction within the first three years of the five-year work program will be considered in the future analysis.



Tomoka Commerce Park	N NTS	**Critcal/Near-Critical Segment Map**	LTG Engineering & Planning
		Project No.: 6207.02 | Figure 3	



Tomoka Commerce Park	N / NTS	Study Area Intersections and Project Driveways	LTG Engineering & Planning
		Project No.: 6207.02 — Figure 4	

Segment Analysis – Existing, Background, and Build-Out Conditions

Segment analyses will be conducted under PM peak hour two-way conditions. If the future projected volume is expected to exceed the maximum service volume of a roadway segment, a transportation analysis may be conducted to determine service volume specific to that segment. The procedures documented in the latest version of the FDOT Quality/Level of Service Handbook will be used to determine specific capacity, if necessary.

Intersection Analysis – AM and PM Peak-Hours (Existing, Background, and Build-Out Conditions)

Intersections will be analyzed under both AM and PM peak hour conditions. The operating conditions for both the existing and future conditions at the signalized and unsignalized intersections will be analyzed using the latest version of Highway *Capacity Software 7* (HCS) or *Synchro 12*. These software utilizes the procedures outlined in Chapters 19 and 20 of the HCM 7th Edition *Highway Capacity Manual*, titled "Two-Way Stop Control Intersections" and "Signalized Intersections," respectively.

Alternative Mode Analysis

An alternate mode analysis will be conducted which will evaluate present and programmed bike, pedestrian, and transit mobility options. Planned bicycle and pedestrian connections within the development will be identified. Votran shall be notified of the proposed project (land use and intensity), and comments shall be requested for potential future routes.

Site Access Analysis

A site access analysis based on the proposed preliminary plan and driveway geometry will be included in the analysis. The current driveway spacing and turn lane criteria adopted by the maintaining agency will be used to evaluate any necessary access improvements or recommendations.

Additionally, a safety analysis will be conducted at the proposed project driveways. The safety analysis, currently required by Volusia County, will be conducted by reviewing the most recent available five (5) years of crash data. A crash summary will be provided for each intersection with build-out improvements. Applicable crash countermeasures or Crash Modification Factors (CMF) from the CMF Clearinghouse will be provided to mitigate identified crashes and/or safety issues due to the recommendation(s) made under build-out conditions. Crash data will be obtained from the Volusia County Traffic Engineering Division.

Mitigation Recommendations

Per the Volusia County Traffic Engineering Division, mitigation recommendations will be provided for all study area intersections and roadway segments that are currently operating or projected to operate outside the adopted LOS. Improvements to address volume to capacity (v/c) ratios greater than 1.0 will only be addressed if needed to achieve the adopted LOS.

All proposed mitigation improvements will be consistent with the appropriate City and County Comprehensive Plan Transportation Element. If roadway widening is proposed on a county facility beyond that which is indicated on the County's adopted Future Number of Lanes Map (or allowed by the County Traffic Engineer if such an amendment is pending), an alternative mitigation improvement project will be proposed. Recommendations to intersections and roadway segments within the study area will be provided, as applicable, in accordance with the roadway jurisdiction level-of-service standards. Mitigation recommendations may also include site access related improvements, mobility enhancement for alternative modes of travel, and for improved operational safety.

It is understood that this methodology will remain valid for a period of six (6) months from the date of approval.

Please review and advise if you agree with the proposed methodology or provide comments relating to preferred revisions. If you have any questions, please contact me at 386-257-2571.

Sincerely,
LTG, Inc.

George A. Galan, PE
Director of Traffic Operations

Attachments:

Exhibit A: Conceptual Site Plan

Exhibit B: Volusia County Background Growth Policy

CC:

Kirsten Fawcett, LTG, Inc. (kfawcett@ltg-inc.us)
William White, Volusia County (wdwhite@volusia.org)
Omar Atallah, Volusia County (oattallah@volusia.org)
Volusia TIA Review, Volusia County (VolusiaTIAReview@volusia.org)

EXHIBIT A

Conceptual Site Plan

Table 1
Gross Trip Generation
Tomoka Commerce Park

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Strip Retail Plaza (<40K)	822	T=42.20(X)+229.38	19.658	KSF	50%	50%	530	530	1,959
	Warehousing	150	T=1.58(X)+38.29	80.612	KSF	50%	50%	91	91	182
							Totals:	621	621	1,242
AM PH	Strip Retail Plaza (<40K)	822	T=2.36(X)	19.658	KSF	60%	40%	28	18	46
	Warehousing	150	T=0.17(X)	80.612	KSF	77%	23%	12	3	15
							Totals:	40	21	61
PM PH	Strip Retail Plaza (<40K)	822	T=6.59(X)	19.658	KSF	50%	50%	65	65	130
	Warehousing	150	T=0.18(X)	80.612	KSF	28%	72%	4	12	16
							Totals:	69	77	146

GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'

SITE DATA

TAX PARCEL NUMBER: 3242-00-00-0280
SITE AREA = 543,776 S.F. = 12.483 ACRES
LOT 1 = 1.534 ACRES
LOT 2 = 1.164 ACRES
LOT 3 = 2.455 ACRES
LOT 4 = 3.614 ACRES
COMMON AREA TRACT "A" ACCESS, MAINTENANCE, UTILITY, AND TREE PRESERVATION = 3.459 ACRES
PARCEL "A" LIFT STATION DEDICATED TO THE CITY ORMOND BEACH = 0.057 ACRES

BUILDING COVERAGE

LOT 1	9,829
LOT 2	9,829
LOT 3	8,626
	8,626
	8,626
	8,626
LOT 4	8,626
	8,626
	4,308
	17,274
	17,274
TOTAL	110,270 S.F. = 20.28% BUILDING COVERAGE

F.A.R. = 0.2028

IMPERVIOUS AREA

IMPERVIOUS AREA:	
TRACT A IMPERVIOUS =	45,599 S.F. = 28.61%
LOT 1 IMPERVIOUS =	33,134 S.F. = 49.58%
LOT 2 IMPERVIOUS =	23,576 S.F. = 46.49%
LOT 3 IMPERVIOUS =	69,468 S.F. = 64.96%
LOT 4 IMPERVIOUS =	110,019 S.F. = 69.80%
TOTAL IMPERVIOUS =	281,796 S.F. = 51.82%
TOTAL LANDSCAPE AREA =	261,981 S.F. = 48.18%

FLORIDA EAST COAST RAILWAY

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
17729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. FLORIDA REG. #42670
STEVE BRENEMAN, P.E. FLORIDA REG. #48070153
CERTIFICATE OF AUTHORIZATION FOR FIRM NUMBER 00003910

TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA

OVERALL SITE PLAN

1
SHEET NO.

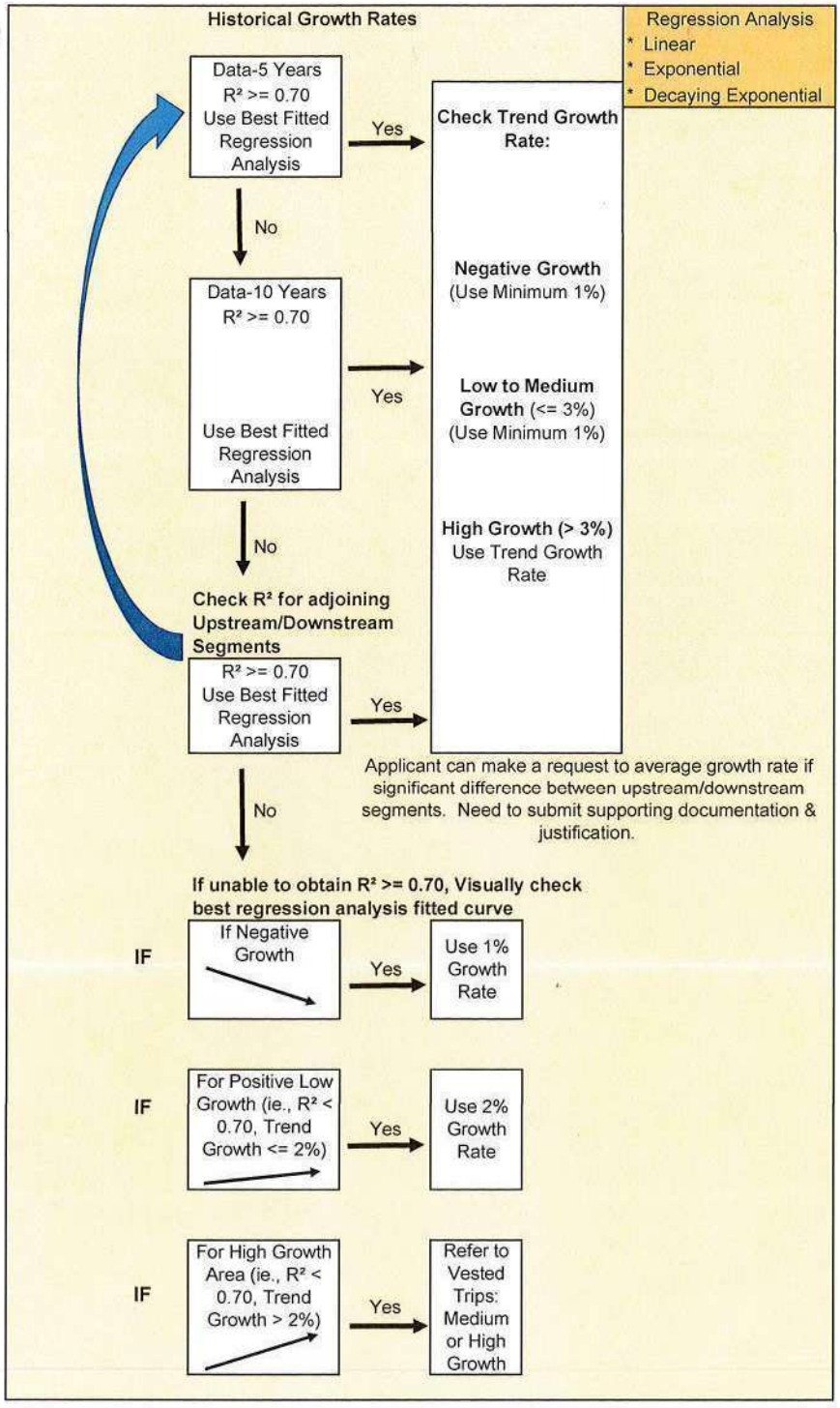
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Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 50'

SEAL

EXHIBIT B

Volusia County Background Growth Policy

Volusia County's Segment Growth Rates and Vested Trips Instructions Policy



AND

IF there are - Vested Trips

Negative Growth (Use Minimum 1%):

\+ Vested Trips

Low to Medium Growth (<= 3%)(Use Minimum 1%):

\+ Vested Trips

High Growth (> 3%):

Use the Highest # of the two (growth rate or vested trips). Need to submit supporting documentation & justification

HIGH GROWTH & HIGH VESTED TRIPS

If there are Vested Trips from multiple approved projects on segment.
And, Vested Trips comprise of multiple uses that would normally have significant interaction (residential, retail, office, restaurant, etc...).

And, Vested Trips make up more than 30% of the total future background traffic.

Then, Vested Trips can be reduced by 30% upon request by the Applicant

Signed: Jon Cheney
Jon E. Cheney, P.E.

Date: 8/27/2020

Volusia County
Traffic Engineering

The following proposed development project has an *APPROVED TIA METHODOLOGY:*

Project:	**Tomoka Commerce Park**
Pacel Number(s)/Short PID:	**324200000280**
Date on Methodology/RTC Revision:	**August 27, 2025**
Date of Approval:	**September 2, 2025**
Date of Expiration:	**March 2, 2026**
Volusia County Reference Number:	**2025-TRAF-035**

Conditions:

The respective TIA can now be accepted for review by the county. TIAs must be completed per the Volusia-Flagler TPO TIA Guidelines, which can be found on the R2CTPO.org website.

Approval Signature: _____

TIA SUBMISSION TO COUNTY:

1) Submit the following items through email to VolusiaTiaReview@volusia.org
- *PDF copy of the complete TIA (TIA needs to include completed TIA checklist)*
- *Response to Comments (if resubmitted)*

2) Due size limitations and computer input file incompatibility issues, send the following directly to VCTE by Mail or Delivery:
- *CD or USB drive containing all computer input files*

***REMINDERS:**

- TIA approval needs to be obtained within a year of the approved methodology based on the interpretation of the TPO TIA Guidelines, which state that an approved methodology is valid for up to 6 months and a TIA is valid for up to a year..
- The TIA submitted to support a development plan or use permit cannot be older than one year.
- Advisory: If the applicant waits to submit the TIA or TIA revisions, requested updates to vested trip data, growth rates, traffic count data, etc. are likely to occur. (Example: Applicant submits TIA, receives comments, but doesn't update the TIA and respond to comments until 10 months later.)
- Copy VolusiaTiaReview@volusia.org on all email correspondence.
- Questions about TIAs and Methodologies should be addressed to wdwhite@volusia.org

Kirsten Fawcett

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Wednesday, August 20, 2025 12:44 PM
To: Kirsten Fawcett
Subject: RE: Tomoka Commerce Park - CTIA Methodology Letter

Good afternoon,

City staff have no comments. Thank you

Steven

Steven Spraker, AICP
Planning Director

Planning Department
22 South Beach Street, Room 103
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Kirsten Fawcett <Kfawcett@ltg-inc.us>
Sent: Tuesday, August 19, 2025 6:09 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: FW: Tomoka Commerce Park - CTIA Methodology Letter

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good evening Steven!

The County has issued the following comments for the Tomoka Commerce Park CTIA methodology, and they have issued approval of the Rezoning TIA we provided as well. We wanted to follow up with you to see if you had comments regarding either document. Please let me know if you have any questions.

Thank you!

Kirsten A. Fawcett

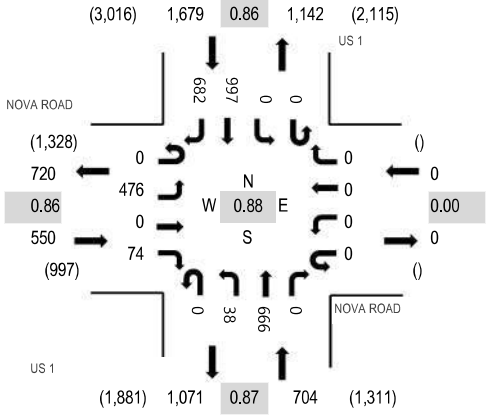
APPENDIX C

Raw Turning Movement Counts and FDOT Peak Season Factor Category Report

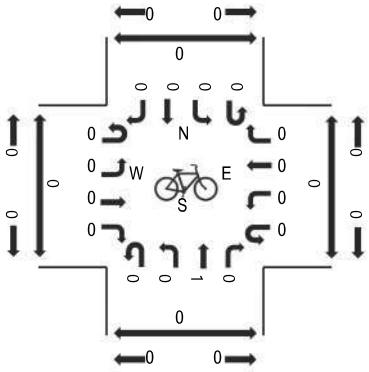
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 US 1 & NOVA ROAD AM
Date: Tuesday, November 19, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

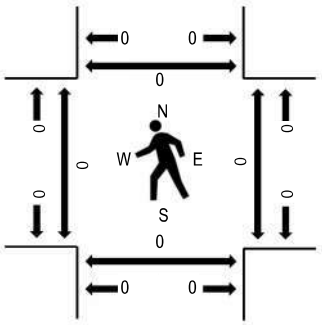
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	NOVA ROAD Eastbound				NOVA ROAD Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	91	0	8	0	0	0	0	0	1	116	0	0	0	165	95	476	2,738	0	0	0	0
7:15 AM	0	140	0	19	0	0	0	0	0	3	159	0	0	0	201	139	661	2,933	0	0	0	0
7:30 AM	0	117	0	5	0	0	0	0	0	4	202	0	0	0	260	178	766	2,919	0	0	0	0
7:45 AM	0	120	0	30	0	0	0	0	0	21	164	0	0	0	287	213	835	2,743	0	0	0	0
8:00 AM	0	99	0	20	0	0	0	0	0	10	141	0	0	0	249	152	671	2,586	0	0	0	0
8:15 AM	0	88	0	11	0	0	0	0	0	8	168	0	0	0	193	179	647		0	0	0	0
8:30 AM	0	102	0	13	0	0	0	0	0	3	145	0	0	0	194	133	590		0	0	0	0
8:45 AM	0	109	0	25	0	0	0	0	0	12	154	0	0	0	201	177	678		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	4	0	0	0	0	0	0	0	1	14	0	0	0	11	1	31
Lights	0	463	0	72	0	0	0	0	0	37	631	0	0	0	967	669	2,839
Mediums	0	9	0	2	0	0	0	0	0	0	21	0	0	0	19	12	63
Total	0	476	0	74	0	0	0	0	0	38	666	0	0	0	997	682	2,933

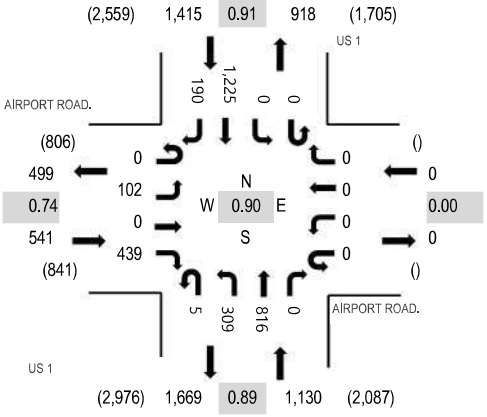
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.7%				0.0%				5.1%				2.6%			3.2%
Heavy Vehicle %	0.0%	2.7%	0.0%	2.7%	0.0%	0.0%	0.0%	0.0%	0.0%	2.6%	5.3%	0.0%	0.0%	0.0%	3.0%	1.9%	3.2%
Peak Hour Factor		0.86				0.00				0.87				0.86			0.88
Peak Hour Factor	0.00	0.85	0.00	0.62	0.00	0.00	0.00	0.00	0.00	0.51	0.84	0.00	0.00	0.00	0.87	0.85	0.88

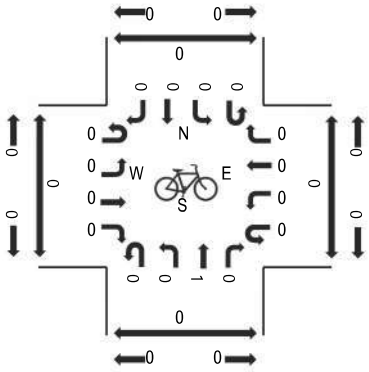
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US 1 & AIRPORT ROAD. AM
Date: Tuesday, November 19, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

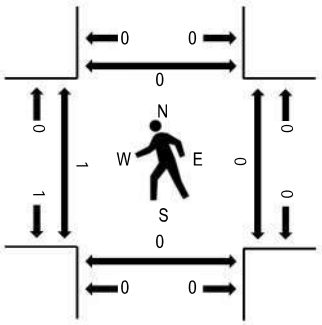
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	AIRPORT ROAD. Eastbound				AIRPORT ROAD. Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	8	0	50	0	0	0	0	3	74	134	0	0	0	211	43	523	2,934	0	0	0	0
7:15 AM	0	25	0	81	0	0	0	0	1	85	184	0	0	0	259	67	702	3,086	1	0	0	0
7:30 AM	0	22	0	129	0	0	0	0	0	100	216	0	0	0	340	49	856	2,993	0	0	0	0
7:45 AM	0	37	0	146	0	0	0	0	1	78	215	0	0	0	334	42	853	2,727	0	0	0	0
8:00 AM	0	18	0	83	0	0	0	0	3	46	201	0	0	0	292	32	675	2,553	0	0	0	0
8:15 AM	0	9	0	54	0	0	0	0	2	46	210	0	0	0	271	17	609		0	0	0	0
8:30 AM	0	21	0	57	0	0	0	0	2	43	177	0	0	0	270	20	590		2	0	0	0
8:45 AM	0	15	0	86	0	0	0	0	3	50	213	0	0	0	298	14	679		1	0	2	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	1	17	0	0	0	11	0	29
Lights	0	101	0	432	0	0	0	0	5	302	777	0	0	0	1,192	189	2,998
Mediums	0	1	0	7	0	0	0	0	0	6	22	0	0	0	22	1	59
Total	0	102	0	439	0	0	0	0	5	309	816	0	0	0	1,225	190	3,086

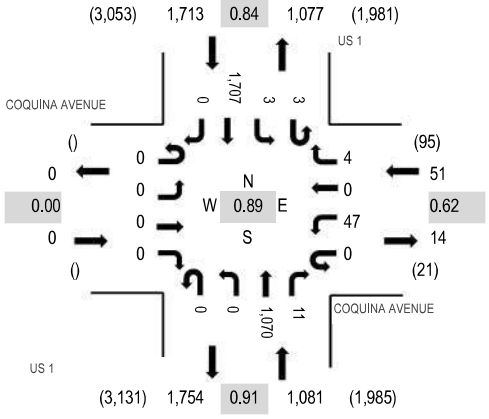
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.5%				0.0%				4.1%				2.4%			2.9%
Heavy Vehicle %	0.0%	1.0%	0.0%	1.6%	0.0%	0.0%	0.0%	0.0%	0.0%	2.3%	4.8%	0.0%	0.0%	0.0%	2.7%	0.5%	2.9%
Peak Hour Factor		0.74				0.00				0.89				0.91			0.90
Peak Hour Factor	0.00	0.69	0.00	0.75	0.00	0.00	0.00	0.00	0.83	0.84	0.97	0.00	0.00	0.00	0.91	0.75	0.90

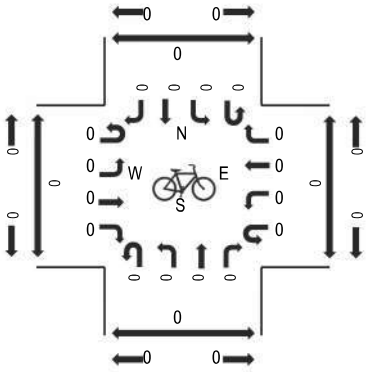
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 US 1 & COQUINA AVENUE AM
Date: Wednesday, August 27, 2025
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Peak 15-Minutes: 07:45 AM - 08:00 AM

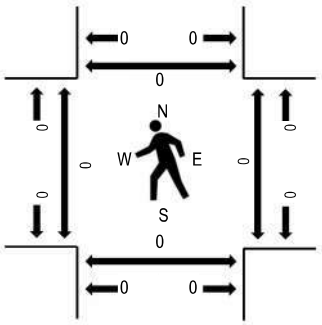
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	COQUINA AVENUE Eastbound				COQUINA AVENUE Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	6	0	2	0	0	191	2	0	0	272	0	473	2,620	0	0	0	0
7:15 AM	0	0	0	0	0	15	0	2	0	0	249	2	0	1	315	0	584	2,843	0	0	0	0
7:30 AM	0	0	0	0	0	24	0	2	0	0	302	1	0	1	436	0	766	2,845	0	0	0	0
7:45 AM	0	0	0	0	0	11	0	2	0	0	273	3	0	0	508	0	797	2,666	0	0	0	0
8:00 AM	0	0	0	0	0	5	0	0	0	0	269	5	3	1	413	0	696	2,513	0	0	0	0
8:15 AM	0	0	0	0	0	7	0	0	0	0	226	2	0	1	350	0	586		0	0	0	0
8:30 AM	0	0	0	0	0	9	0	0	0	0	220	0	0	0	358	0	587		0	0	0	0
8:45 AM	0	0	0	0	0	10	0	0	0	0	238	2	2	0	392	0	644		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	8	0	0	0	9	0	17
Lights	0	0	0	0	0	47	0	4	0	0	1,035	11	3	3	1,675	0	2,778
Mediums	0	0	0	0	0	0	0	0	0	0	27	0	0	0	23	0	50
Total	0	0	0	0	0	47	0	4	0	0	1,070	11	3	3	1,707	0	2,845

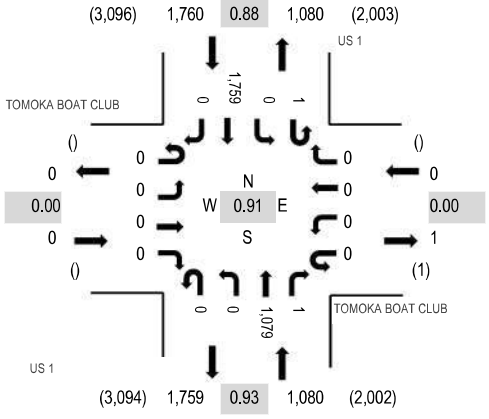
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				3.2%				1.9%			2.4%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.3%	0.0%	0.0%	0.0%	1.9%	0.0%	2.4%
Peak Hour Factor		0.00				0.62				0.91				0.84			0.89
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.58	0.00	1.00	0.00	0.00	0.90	0.55	0.42	0.75	0.84	0.00	0.89

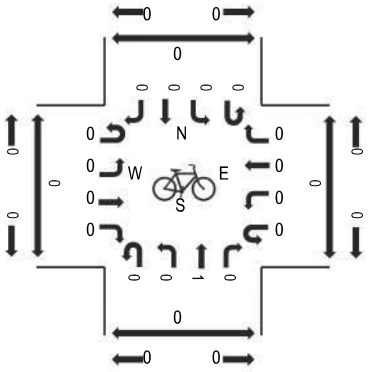
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US 1 & TOMOKA BOAT CLUB AM
Date: Wednesday, August 27, 2025
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

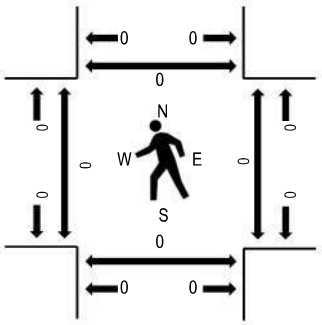
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	TOMOKA BOAT CLUB Eastbound				TOMOKA BOAT CLUB Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	0	0	0	0	0	195	0	0	0	282	0	477	2,596	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	255	0	1	0	320	0	576	2,813	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	296	0	1	0	464	0	761	2,840	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	281	0	0	0	501	0	782	2,640	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	272	1	0	0	421	0	694	2,502	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	230	0	0	0	373	0	603		0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	223	0	0	0	338	0	561		0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	249	0	0	0	395	0	644		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	8	0	0	0	9	0	17
Lights	0	0	0	0	0	0	0	0	0	0	1,044	1	1	0	1,727	0	2,773
Mediums	0	0	0	0	0	0	0	0	0	0	27	0	0	0	23	0	50
Total	0	0	0	0	0	0	0	0	0	0	1,079	1	1	0	1,759	0	2,840

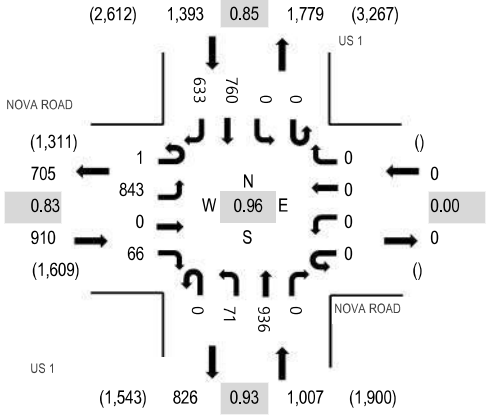
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				3.2%				1.8%			2.4%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.2%	0.0%	0.0%	0.0%	1.8%	0.0%	2.4%
Peak Hour Factor		0.00				0.00				0.93				0.88			0.91
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.93	0.25	0.50	0.00	0.88	0.00	0.91

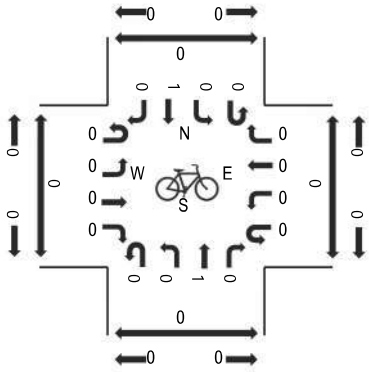
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 US 1 & NOVA ROAD PM
Date: Tuesday, November 19, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

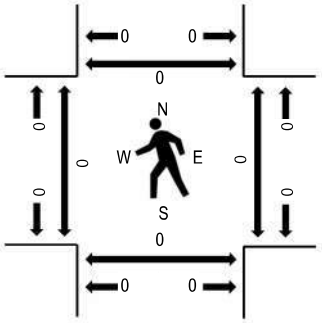
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	NOVA ROAD Eastbound				NOVA ROAD Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	157	0	10	0	0	0	0	1	20	190	0	0	0	182	150	710	3,047	0	0	0	0
4:15 PM	0	167	0	6	0	0	0	0	0	20	227	0	0	0	164	144	728	3,179	0	0	0	0
4:30 PM	1	157	0	21	0	0	0	0	0	23	235	0	0	0	231	177	845	3,310	0	0	0	0
4:45 PM	0	215	0	15	0	0	0	0	0	17	202	0	0	0	172	143	764	3,215	0	0	0	0
5:00 PM	0	210	0	17	0	0	0	0	0	17	242	0	0	0	193	163	842	3,074	0	0	0	0
5:15 PM	0	261	0	13	0	0	0	0	0	14	257	0	0	0	164	150	859		0	0	0	0
5:30 PM	1	169	0	13	0	0	0	0	0	9	222	0	0	0	190	146	750		0	0	0	0
5:45 PM	0	164	0	12	0	0	0	0	0	12	192	0	0	0	139	104	623		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	2	0	0	0	0	0	0	0	0	2	0	0	0	4	1	9
Lights	1	835	0	66	0	0	0	0	0	71	922	0	0	0	741	628	3,264
Mediums	0	6	0	0	0	0	0	0	0	0	12	0	0	0	15	4	37
Total	1	843	0	66	0	0	0	0	0	71	936	0	0	0	760	633	3,310

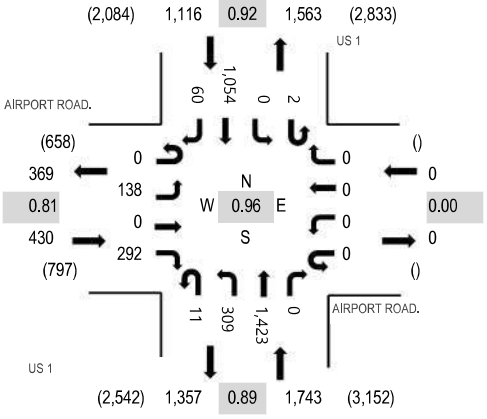
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.9%				0.0%				1.4%				1.7%			1.4%
Heavy Vehicle %	0.0%	0.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.5%	0.0%	0.0%	0.0%	2.5%	0.8%	1.4%
Peak Hour Factor		0.83				0.00				0.93				0.85			0.96
Peak Hour Factor	0.25	0.82	0.00	0.79	0.00	0.00	0.00	0.00	0.25	0.87	0.91	0.00	0.00	0.00	0.82	0.89	0.96

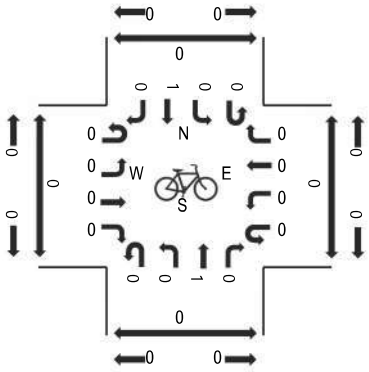
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US 1 & AIRPORT ROAD. PM
Date: Tuesday, November 19, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

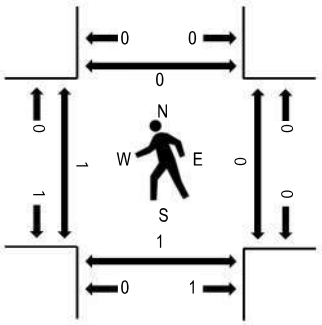
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	AIRPORT ROAD. Eastbound				AIRPORT ROAD. Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	33	0	82	0	0	0	0	2	62	264	0	0	0	245	11	699	3,008	0	0	0	0
4:15 PM	0	42	0	62	0	0	0	0	4	69	279	0	0	0	250	19	725	3,168	0	0	0	0
4:30 PM	0	43	0	100	0	0	0	0	1	101	297	0	0	0	268	17	827	3,289	0	0	0	0
4:45 PM	0	32	0	68	0	0	0	0	4	73	318	0	2	0	247	13	757	3,220	0	0	0	0
5:00 PM	0	30	0	64	0	0	0	0	5	78	376	0	0	0	288	18	859	3,025	0	0	0	0
5:15 PM	0	33	0	60	0	0	0	0	1	57	432	0	0	0	251	12	846		1	0	1	0
5:30 PM	0	27	0	65	0	0	0	0	3	62	338	0	1	0	253	9	758		0	0	0	0
5:45 PM	0	17	0	39	0	0	0	0	4	53	269	0	0	0	176	4	562		0	1	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	0	1	0	0	0	0	0	0	4	0	0	0	4	0	10
Lights	0	134	0	288	0	0	0	0	11	305	1,406	0	2	0	1,036	60	3,242
Mediums	0	3	0	3	0	0	0	0	0	4	13	0	0	0	14	0	37
Total	0	138	0	292	0	0	0	0	11	309	1,423	0	2	0	1,054	60	3,289

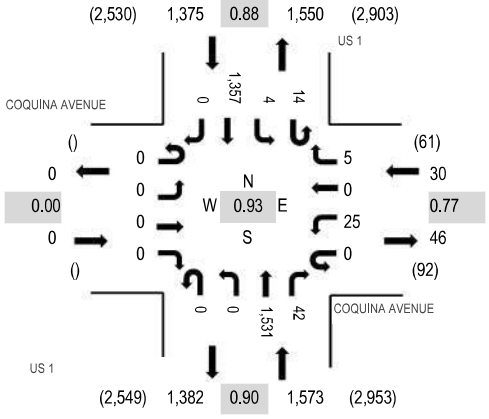
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.9%				0.0%				1.2%				1.6%			1.4%
Heavy Vehicle %	0.0%	2.9%	0.0%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	1.3%	1.2%	0.0%	0.0%	0.0%	1.7%	0.0%	1.4%
Peak Hour Factor		0.81				0.00				0.89				0.92			0.96
Peak Hour Factor	0.00	0.87	0.00	0.78	0.00	0.00	0.00	0.00	0.70	0.79	0.85	0.00	0.38	0.00	0.91	0.88	0.96

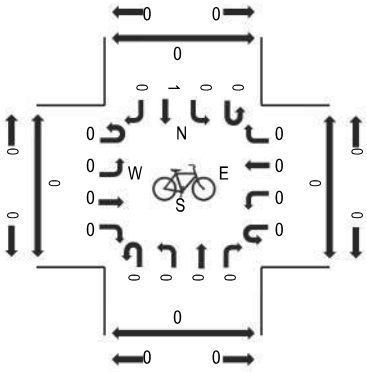
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 US 1 & COQUINA AVENUE PM
Date: Wednesday, August 27, 2025
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

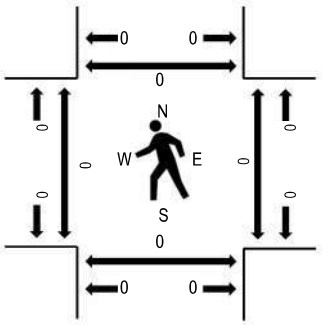
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	COQUINA AVENUE Eastbound				COQUINA AVENUE Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	7	0	1	0	0	317	11	5	1	285	0	627	2,692	0	0	0	0
4:15 PM	0	0	0	0	0	5	0	1	0	0	329	9	2	1	297	0	644	2,869	0	0	0	0
4:30 PM	0	0	0	0	0	4	0	2	0	0	362	10	1	1	350	0	730	2,978	0	0	0	0
4:45 PM	0	0	0	0	0	7	0	0	0	0	340	15	5	0	324	0	691	2,916	0	0	0	0
5:00 PM	0	0	0	0	0	5	0	2	0	0	398	9	6	1	383	0	804	2,852	0	0	0	0
5:15 PM	0	0	0	0	0	9	0	1	0	0	431	8	2	2	300	0	753		0	0	0	0
5:30 PM	0	0	0	0	0	5	0	1	0	0	358	9	2	2	291	0	668		0	0	0	0
5:45 PM	0	0	0	0	0	9	0	2	0	0	334	13	1	0	268	0	627		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	8
Lights	0	0	0	0	0	25	0	5	0	0	1,518	42	14	4	1,339	0	2,947
Mediums	0	0	0	0	0	0	0	0	0	0	9	0	0	0	14	0	23
Total	0	0	0	0	0	25	0	5	0	0	1,531	42	14	4	1,357	0	2,978

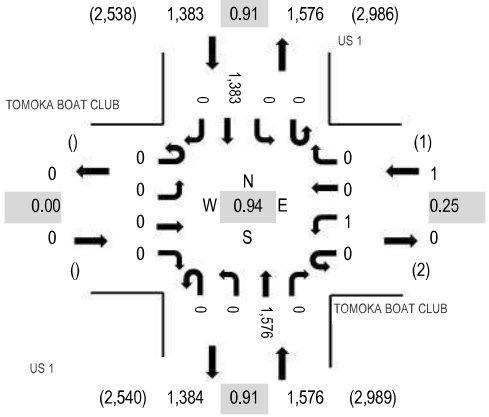
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				0.8%				1.3%			1.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	1.3%	0.0%	1.0%
Peak Hour Factor		0.00				0.77				0.90				0.88			0.93
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.78	0.00	0.75	0.00	0.00	0.89	0.75	0.63	0.63	0.89	0.00	0.93

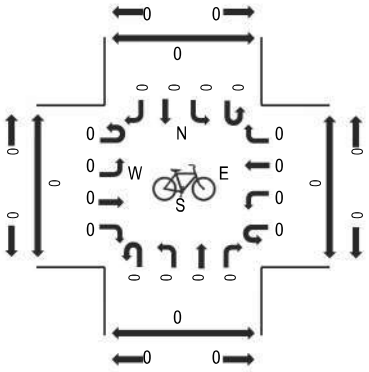
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US 1 & TOMOKA BOAT CLUB PM
Date: Wednesday, August 27, 2025
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

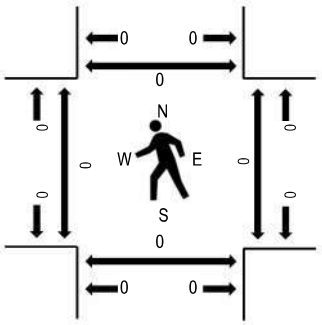
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	TOMOKA BOAT CLUB Eastbound				TOMOKA BOAT CLUB Westbound				US 1 Northbound				US 1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	0	0	0	0	0	325	0	0	1	277	0	603	2,666	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	1	0	343	1	0	0	303	0	648	2,849	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	367	0	0	0	353	0	720	2,960	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	367	0	0	0	328	0	695	2,931	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	404	0	0	0	382	0	786	2,862	0	0	0	0
5:15 PM	0	0	0	0	0	1	0	0	0	0	438	0	0	0	320	0	759		0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	1	0	393	0	0	0	297	0	691		0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	349	0	0	0	277	0	626		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	8
Lights	0	0	0	0	0	1	0	0	0	0	1,563	0	0	0	1,365	0	2,929
Mediums	0	0	0	0	0	0	0	0	0	0	9	0	0	0	14	0	23
Total	0	0	0	0	0	1	0	0	0	0	1,576	0	0	0	1,383	0	2,960

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				0.8%				1.3%			1.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	1.3%	0.0%	1.0%
Peak Hour Factor		0.00				0.25				0.91				0.91			0.94
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.91	0.25	0.00	0.25	0.91	0.00	0.94

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7900 VOLUSIA COUNTYWIDE

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.00	1.03
2	01/07/2024 - 01/13/2024	1.02	1.05
3	01/14/2024 - 01/20/2024	1.04	1.07
4	01/21/2024 - 01/27/2024	1.03	1.06
5	01/28/2024 - 02/03/2024	1.01	1.04
6	02/04/2024 - 02/10/2024	0.99	1.02
* 7	02/11/2024 - 02/17/2024	0.97	1.00
* 8	02/18/2024 - 02/24/2024	0.97	1.00
* 9	02/25/2024 - 03/02/2024	0.97	1.00
*10	03/03/2024 - 03/09/2024	0.96	0.99
*11	03/10/2024 - 03/16/2024	0.96	0.99
*12	03/17/2024 - 03/23/2024	0.96	0.99
*13	03/24/2024 - 03/30/2024	0.96	0.99
*14	03/31/2024 - 04/06/2024	0.96	0.99
*15	04/07/2024 - 04/13/2024	0.97	1.00
*16	04/14/2024 - 04/20/2024	0.97	1.00
*17	04/21/2024 - 04/27/2024	0.97	1.00
*18	04/28/2024 - 05/04/2024	0.98	1.01
*19	05/05/2024 - 05/11/2024	0.98	1.01
20	05/12/2024 - 05/18/2024	0.99	1.02
21	05/19/2024 - 05/25/2024	0.99	1.02
22	05/26/2024 - 06/01/2024	1.00	1.03
23	06/02/2024 - 06/08/2024	1.01	1.04
24	06/09/2024 - 06/15/2024	1.01	1.04
25	06/16/2024 - 06/22/2024	1.02	1.05
26	06/23/2024 - 06/29/2024	1.02	1.05
27	06/30/2024 - 07/06/2024	1.03	1.06
28	07/07/2024 - 07/13/2024	1.03	1.06
29	07/14/2024 - 07/20/2024	1.04	1.07
30	07/21/2024 - 07/27/2024	1.03	1.06
31	07/28/2024 - 08/03/2024	1.02	1.05
32	08/04/2024 - 08/10/2024	1.01	1.04
33	08/11/2024 - 08/17/2024	1.00	1.03
34	08/18/2024 - 08/24/2024	1.01	1.04
35	08/25/2024 - 08/31/2024	1.01	1.04
36	09/01/2024 - 09/07/2024	1.02	1.05
37	09/08/2024 - 09/14/2024	1.02	1.05
38	09/15/2024 - 09/21/2024	1.02	1.05
39	09/22/2024 - 09/28/2024	1.02	1.05
40	09/29/2024 - 10/05/2024	1.01	1.04
41	10/06/2024 - 10/12/2024	1.00	1.03
42	10/13/2024 - 10/19/2024	1.00	1.03
43	10/20/2024 - 10/26/2024	1.01	1.04
44	10/27/2024 - 11/02/2024	1.03	1.06
45	11/03/2024 - 11/09/2024	1.04	1.07
46	11/10/2024 - 11/16/2024	1.05	1.08
47	11/17/2024 - 11/23/2024	1.04	1.07
48	11/24/2024 - 11/30/2024	1.03	1.06
49	12/01/2024 - 12/07/2024	1.02	1.05
50	12/08/2024 - 12/14/2024	1.01	1.04
51	12/15/2024 - 12/21/2024	1.00	1.03
52	12/22/2024 - 12/28/2024	1.02	1.05
53	12/29/2024 - 12/31/2024	1.04	1.07

* PEAK SEASON

APPENDIX D

Traffic Signal Timing Sheets

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

314 - US-1 @ Airport - Cobalt [redacted] Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	S-L	N-T	N	E-T	N-L	S-T	N	N	N	N	N	N	N	N	N	N
Min Green	5	16	0	7	5	16	0	0	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	0	0	7	0	7	0	0	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	0	0	30	0	21	0	0	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	3.0	4.0	0.0	3.0	3.0	4.0	0.0	0.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	25	40	0	40	25	40	0	0	35	35	35	35	35	35	35	35
Max2	0	0	0	0	0	0	0	0	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	5.5	5.5	0.0	5.0	5.5	5.5	0.0	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	2.0	2.0	0.0	3.0	2.0	2.0	0.0	0.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

314 - US-1 @ Airport - Cobalt [redacted] - Econolite Type - Cobalt

Time Base Day Plan/Schedule
Day Plan (MM) 5-3

Day Plan #1 - "1"

Event	Action Plan	Start Time
1	11	00:00

Schedule (MM) 5-4

Schedule Number - 1

Day Plan No.: 1

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	X	X	X	X	X	X	X	X	X	X	X	X

Day (DOW)	SUN	MON	TUE	WED	THU	FRI	SAT
	X	X	X	X	X	X	X

Day (DOM)	1	2	3	4	5	6	7	8	9	10	11
	X	X	X	X	X	X	X	X	X	X	X
	12	13	14	15	16	17	18	19	20	21	22
	X	X	X	X	X	X	X	X	X	X	X
	23	24	25	26	27	28	29	30	31		
	X	X	X	X	X	X	X	X	X		

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

227 - US-1 @ Nova Rd North - Cobalt [redacted] - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N	N-T	N	E-T	N-L	S-T	E-L	N	N	N	N	N	N	N	N	N
Min Green	0	16	0	11	6	16	11	0	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	0	0	0	0	0	0	0	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	0	0	0	0	0	0	0	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	0.0	4.0	0.0	4.0	4.0	4.0	4.0	0.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	0	45	0	30	25	45	30	0	35	35	35	35	35	35	35	35
Max2	0	0	0	0	0	0	0	0	40	40	40	40	40	40	40	40
Max3	0	0	0	60	0	0	60	0	0	0	0	0	0	0	0	0
DYM Max	0	90	0	60	35	90	60	0	0	0	0	0	0	0	0	0
Dym Step	0.0	10.0	0.0	10.0	10.0	10.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	0.0	5.5	0.0	4.8	5.5	5.5	4.8	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	0.0	2.0	0.0	3.2	2.0	2.0	3.2	0.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	0.0	2.0	0.0	2.0	2.0	2.0	2.0	0.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Volusia County, FL

ECONOLITE

MOVING TRAFFIC FORWARD

227 - US-1 @ Nova Rd North - Cobalt [redacted] - Econolite Type - Cobalt

Time Base Day Plan/Schedule
Day Plan (MM) 5-3

Day Plan #1 - "1"

Event	Action Plan	Start Time
1	11	07:00
2	12	21:00

Schedule (MM) 5-4

Schedule Number - 1

Day Plan No.: 1

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	X	X	X	X	X	X	X	X	X	X	X	X

Day (DOW)	SUN	MON	TUE	WED	THU	FRI	SAT
	X	X	X	X	X	X	X

Day (DOM)	1	2	3	4	5	6	7	8	9	10	11
	X	X	X	X	X	X	X	X	X	X	X
	12	13	14	15	16	17	18	19	20	21	22
	X	X	X	X	X	X	X	X	X	X	X
	23	24	25	26	27	28	29	30	31		
	X	X	X	X	X	X	X	X	X		

APPENDIX E

Synchro Summary Sheets – Existing Conditions



Movement	SEU	SET	SER	NWU	NWL	NWT	NEL	NER
Lane Configurations								
Traffic Volume (veh/h)	0	1274	198	5	321	849	106	457
Future Volume (veh/h)	0	1274	198	5	321	849	106	457
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1856	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		1416	220		357	943	118	508
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		3	2		2	5	2	2
Cap, veh/h		1102	495		348	1965	557	495
Arrive On Green		0.31	0.31		0.20	0.57	0.31	0.31
Sat Flow, veh/h		3618	1585		1781	3561	1781	1585
Grp Volume(v), veh/h		1416	220		357	943	118	508
Grp Sat Flow(s),veh/h/ln		1763	1585		1781	1735	1781	1585
Q Serve(g_s), s		40.0	14.2		25.0	20.7	6.2	40.0
Cycle Q Clear(g_c), s		40.0	14.2		25.0	20.7	6.2	40.0
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1102	495		348	1965	557	495
V/C Ratio(X)		1.29	0.44		1.03	0.48	0.21	1.03
Avail Cap(c_a), veh/h		1102	495		348	1965	557	495
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		44.0	35.1		51.5	16.5	32.4	44.0
Incr Delay (d2), s/veh		135.3	2.9		55.1	0.8	0.2	47.1
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		54.5	9.5		22.8	12.1	5.0	46.9
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		179.3	38.0		106.6	17.4	32.6	91.1
LnGrp LOS		F	D		F	B	C	F
Approach Vol, veh/h		1636				1300	626	
Approach Delay, s/veh		160.3				41.9	80.1	
Approach LOS		F				D	F	

Timer - Assigned Phs	2		4	5	6			
Phs Duration (G+Y+Rc), s	80.0		48.0	32.5	47.5			
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5			
Max Green Setting (Gmax), s	40.0		40.0	25.0	40.0			
Max Q Clear Time (g_c+I1), s	22.7		42.0	27.0	42.0			
Green Ext Time (p_c), s	7.3		0.0	0.0	0.0			

Intersection Summary								
HCM 7th Control Delay, s/veh		103.0						
HCM 7th LOS		F						

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.6

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	3	3	1724	1081	11	47	4
Future Vol, veh/h	3	3	1724	1081	11	47	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	3	3	1937	1215	12	53	4

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1215	1227	0	-	0	2197	607
Stage 1	-	-	-	-	-	1215	-
Stage 2	-	-	-	-	-	982	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	241	564	-	-	-	~ 38	439
Stage 1	-	-	-	-	-	244	-
Stage 2	-	-	-	-	-	323	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	336	336	-	-	-	~ 38	439
Mov Cap-2 Maneuver	-	-	-	-	-	184	-
Stage 1	-	-	-	-	-	239	-
Stage 2	-	-	-	-	-	323	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.06	0	31.47
HCM LOS			D

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	336	-	192
HCM Lane V/C Ratio	-	-	0.02	-	0.298
HCM Ctrl Dly (s/v)	-	-	15.9	-	31.5
HCM Lane LOS	-	-	C	-	D
HCM 95th %tile Q(veh)	-	-	0.1	-	1.2

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	1	0	1777	1090	1	0	0
Future Vol, veh/h	1	0	1777	1090	1	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	245	-	-	-	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	92	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	1	0	1911	1172	1	0	0

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1173	1173	0	-	0	2130	587
Stage 1	-	-	-	-	-	1173	-
Stage 2	-	-	-	-	-	958	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	257	591	-	-	-	43	453
Stage 1	-	-	-	-	-	256	-
Stage 2	-	-	-	-	-	333	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	257	257	-	-	-	42	453
Mov Cap-2 Maneuver	-	-	-	-	-	195	-
Stage 1	-	-	-	-	-	255	-
Stage 2	-	-	-	-	-	333	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.01	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	257	-	-
HCM Lane V/C Ratio	-	-	0.004	-	-
HCM Ctrl Dly (s/v)	-	-	19.1	-	0
HCM Lane LOS	-	-	C	-	A
HCM 95th %tile Q(veh)	-	-	0	-	-

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1037	709	40	693	495	77
Future Volume (veh/h)	1037	709	40	693	495	77
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1856	1826	1856	1856
Adj Flow Rate, veh/h	1178	0	45	788	562	88
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	3	2	3	5	3	3
Cap, veh/h	1696		113	2169	717	329
Arrive On Green	0.48	0.00	0.06	0.63	0.21	0.21
Sat Flow, veh/h	3618	1585	1767	3561	3428	1572
Grp Volume(v), veh/h	1178	0	45	788	562	88
Grp Sat Flow(s),veh/h/ln	1763	1585	1767	1735	1714	1572
Q Serve(g_s), s	24.4	0.0	2.3	10.3	14.5	4.4
Cycle Q Clear(g_c), s	24.4	0.0	2.3	10.3	14.5	4.4
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1696		113	2169	717	329
V/C Ratio(X)	0.69		0.40	0.36	0.78	0.27
Avail Cap(c_a), veh/h	1696		472	2169	1099	504
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.9	0.0	42.0	8.5	35.0	31.0
Incr Delay (d2), s/veh	2.4	0.0	3.2	0.5	2.9	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	13.8	0.0	1.9	5.5	10.0	7.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	21.3	0.0	45.2	9.0	37.9	31.6
LnGrp LOS	C		D	A	D	C
Approach Vol, veh/h	1178			833	650	
Approach Delay, s/veh	21.3			10.9	37.0	
Approach LOS	C			B	D	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		66.0		27.6	13.5	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		12.3		16.5	4.3	26.4
Green Ext Time (p_c), s		7.7		3.0	0.1	9.7

Intersection Summary	
HCM 7th Control Delay, s/veh	21.9
HCM 7th LOS	C

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.



Movement	SEU	SET	SER	NWU	NWL	NWT	NEL	NER
Lane Configurations								
Traffic Volume (veh/h)	2	1096	6	11	321	1480	144	304
Future Volume (veh/h)	2	1096	6	11	321	1480	144	304
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1870	1870		1870	1870	1856	1870
Adj Flow Rate, veh/h		1154	6		338	1558	152	320
Peak Hour Factor		0.95	0.95		0.95	0.95	0.95	0.95
Percent Heavy Veh, %		2	2		2	2	3	2
Cap, veh/h		1280	571		367	2252	401	359
Arrive On Green		0.36	0.36		0.21	0.63	0.23	0.23
Sat Flow, veh/h		3647	1585		1781	3647	1767	1585
Grp Volume(v), veh/h		1154	6		338	1558	152	320
Grp Sat Flow(s),veh/h/ln		1777	1585		1781	1777	1767	1585
Q Serve(g_s), s		34.2	0.3		20.6	31.8	8.1	21.7
Cycle Q Clear(g_c), s		34.2	0.3		20.6	31.8	8.1	21.7
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1280	571		367	2252	401	359
V/C Ratio(X)		0.90	0.01		0.92	0.69	0.38	0.89
Avail Cap(c_a), veh/h		1280	571		401	2252	636	571
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		33.7	22.8		43.2	13.3	36.3	41.6
Incr Delay (d2), s/veh		10.4	0.0		25.1	1.8	0.6	10.5
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		21.7	0.2		16.6	16.0	6.4	25.6
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		44.1	22.9		68.3	15.0	36.9	52.1
LnGrp LOS		D	C		E	B	D	D
Approach Vol, veh/h		1160				1896	472	
Approach Delay, s/veh		44.0				24.5	47.2	
Approach LOS		D				C	D	

Timer - Assigned Phs	2		4	5	6			
Phs Duration (G+Y+Rc), s	77.9		33.2	30.4	47.5			
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5			
Max Green Setting (Gmax), s	40.0		40.0	25.0	40.0			
Max Q Clear Time (g_c+I1), s	33.8		23.7	22.6	36.2			
Green Ext Time (p_c), s	5.1		1.4	0.2	2.7			

Intersection Summary								
HCM 7th Control Delay, s/veh		34.0						
HCM 7th LOS		C						

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.7

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	14	4	1371	1546	42	25	5
Future Vol, veh/h	14	4	1371	1546	42	25	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	15	4	1507	1699	46	27	5

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1699	1745	0	-	0	2492	849
Stage 1	-	-	-	-	-	1699	-
Stage 2	-	-	-	-	-	793	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	117	356	-	-	-	~ 24	304
Stage 1	-	-	-	-	-	133	-
Stage 2	-	-	-	-	-	406	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	135	135	-	-	-	~ 20	304
Mov Cap-2 Maneuver	-	-	-	-	-	104	-
Stage 1	-	-	-	-	-	114	-
Stage 2	-	-	-	-	-	406	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.47	0	47.52
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	135	-	117
HCM Lane V/C Ratio	-	-	0.146	-	0.282
HCM Ctrl Dly (s/v)	-	-	36.1	-	47.5
HCM Lane LOS	-	-	E	-	E
HCM 95th %tile Q(veh)	-	-	0.5	-	1.1

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0

Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	0	1397	1592	0	1	0
Future Vol, veh/h	0	1397	1592	0	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	245	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1486	1694	0	1	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1694	0	-	0	2437	847
Stage 1	-	-	-	-	1694	-
Stage 2	-	-	-	-	743	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	373	-	-	-	26	305
Stage 1	-	-	-	-	134	-
Stage 2	-	-	-	-	431	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	373	-	-	-	26	305
Mov Cap-2 Maneuver	-	-	-	-	122	-
Stage 1	-	-	-	-	134	-
Stage 2	-	-	-	-	431	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0	0	34.8
HCM LOS			D

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	373	-	122
HCM Lane V/C Ratio	-	-	-	-	0.009
HCM Ctrl Dly (s/v)	-	-	0	-	34.8
HCM Lane LOS	-	-	A	-	D
HCM 95th %tile Q(veh)	-	-	0	-	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	790	658	74	973	877	69
Future Volume (veh/h)	790	658	74	973	877	69
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	832	0	78	1024	923	73
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	2	2	2	2	2
Cap, veh/h	1520		114	2015	983	451
Arrive On Green	0.43	0.00	0.06	0.57	0.28	0.28
Sat Flow, veh/h	3618	1585	1781	3647	3456	1585
Grp Volume(v), veh/h	832	0	78	1024	923	73
Grp Sat Flow(s),veh/h/ln	1763	1585	1781	1777	1728	1585
Q Serve(g_s), s	18.3	0.0	4.5	18.3	27.2	3.6
Cycle Q Clear(g_c), s	18.3	0.0	4.5	18.3	27.2	3.6
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1520		114	2015	983	451
V/C Ratio(X)	0.55		0.68	0.51	0.94	0.16
Avail Cap(c_a), veh/h	1520		427	2015	993	456
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.1	0.0	47.8	13.7	36.5	28.0
Incr Delay (d2), s/veh	1.4	0.0	9.7	0.9	16.1	0.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	11.5	0.0	4.0	10.5	18.9	6.6
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	23.5	0.0	57.5	14.7	52.5	28.3
LnGrp LOS	C		E	B	D	C
Approach Vol, veh/h	832			1102	996	
Approach Delay, s/veh	23.5			17.7	50.8	
Approach LOS	C			B	D	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		66.7		37.7	14.2	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		20.3		29.2	6.5	20.3
Green Ext Time (p_c), s		9.6		0.5	0.2	7.5

Intersection Summary	
HCM 7th Control Delay, s/veh	30.6
HCM 7th LOS	C

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

APPENDIX F

Background Traffic Determination

LTG Engineering & Planning

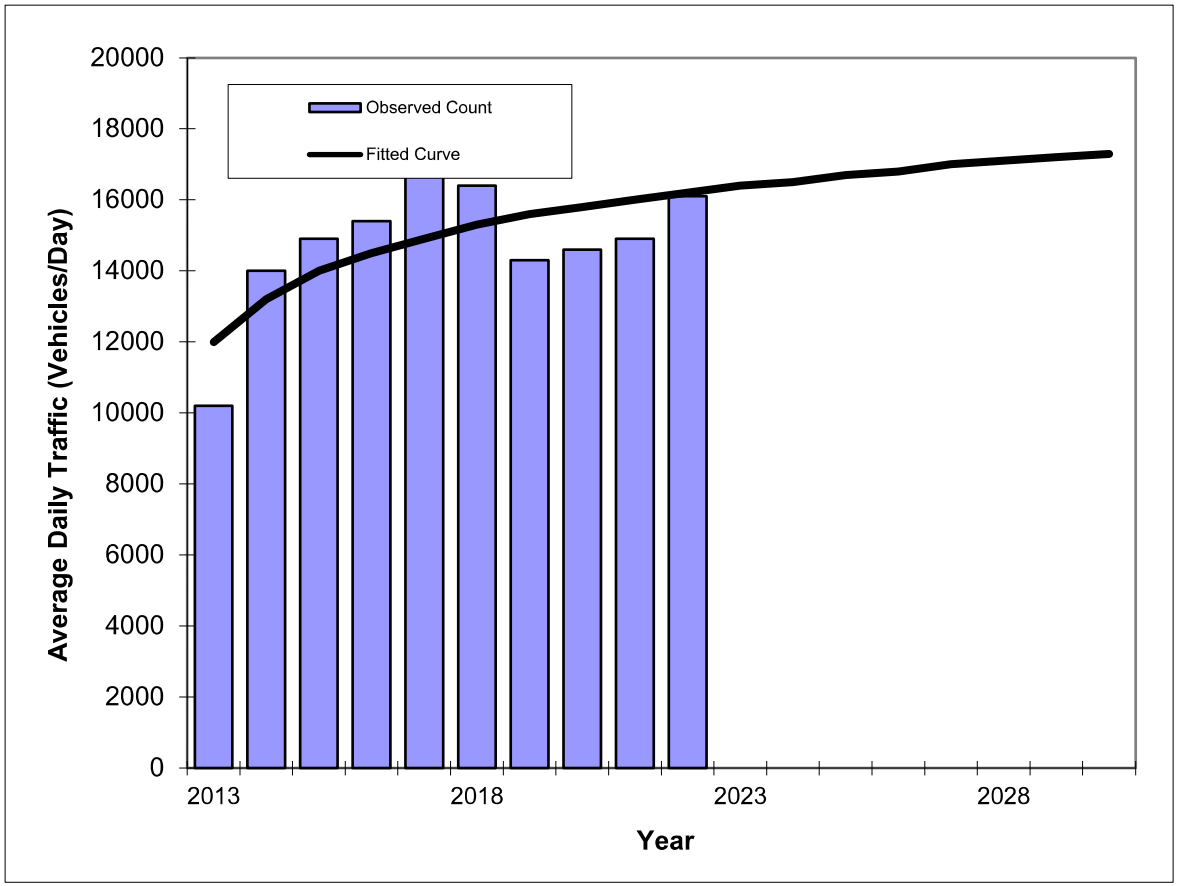
Segment Vested

PM Peak Hour																
Roadway	Segment		Bayberry Ph IA & IB only child (25%)	ad 2021 (10% removed of 548 PM Pk Trips)	Williamson Crossings 2019 (Removed 40%)	Crossings 2010 Vested (REMOVED 1%)	Granada Pointe REMOVED 20%	Pineland PRD REMOVED 50%	Ormond Central	LPGA Multifamily Emerson 2019	Edison Apartments 2019	Tomoka Village Apartments 2021	Cloar 2025	Reserve at Strickland 2024	Veterans Administration Bldg 2023	Watermark 2024
US 1	SR 5A/Nova Road	Airport Road														
SR 40/Granada Boulevard	I-95	Williamson Boulevard				46					3	13				
0	Williamson Boulevard	Clyde Morris Boulevard				46					3	13				
0	Clyde Morris Boulevard	SR 5A/Nova Road				46									24	19
0	US 1	Halifax Avenue		27		216	108	7	77							
Hand Ave	Clyde Morris Boulevard	Shangri La Drive	2	29	4		3		2	1	3	8	2	12	12	9

TRAFFIC TRENDS

Hand Avenue -- Clyde Morris to Shangri La

County:	Volusia
Station #:	832
Highway:	Hand Avenue



Year	Traffic (ADT/AADT) Count*	Trend**
2013	10200	12000
2014	14000	13200
2015	14900	14000
2016	15400	14500
2017	16700	14900
2018	16400	15300
2019	14300	15600
2020	14600	15800
2021	14900	16000
2022	16100	16200
2025 Opening Year Trend		
2025	N/A	16700
2027 Mid-Year Trend		
2027	N/A	17000
2030 Design Year Trend		
2030	N/A	17300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

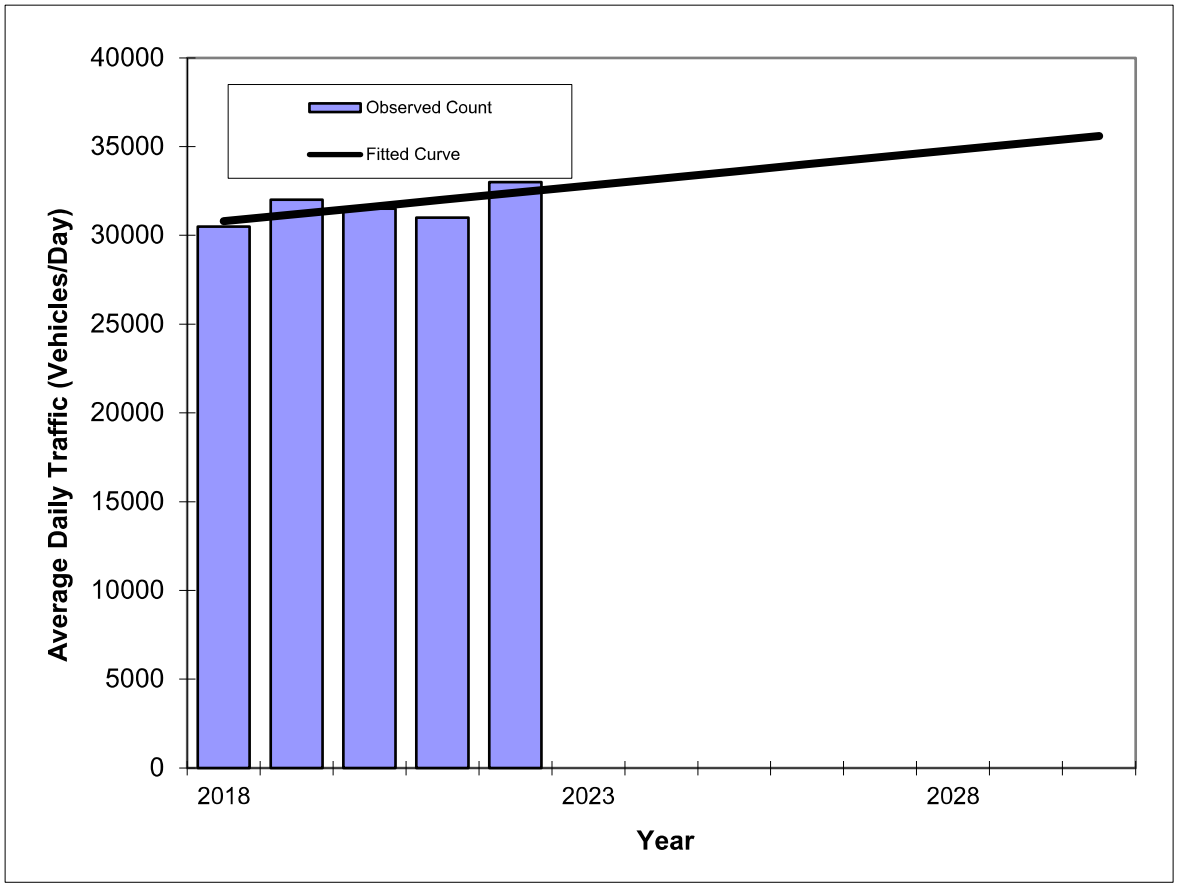
Trend R-squared:	53.9%
Compounded Annual Historic Growth Rate:	2.22%
Compounded Growth Rate (2022 to Design Year):	0.85%
Printed:	15-Aug-25

Decaying Exponential Growth Option

TRAFFIC TRENDS

US 1 -- Nova to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2018	30500	30800
2019	32000	31200
2020	31500	31600
2021	31000	32000
2022	33000	32400
2025 Opening Year Trend		
2025	N/A	33600
2027 Mid-Year Trend		
2027	N/A	34400
2030 Design Year Trend		
2030	N/A	35600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

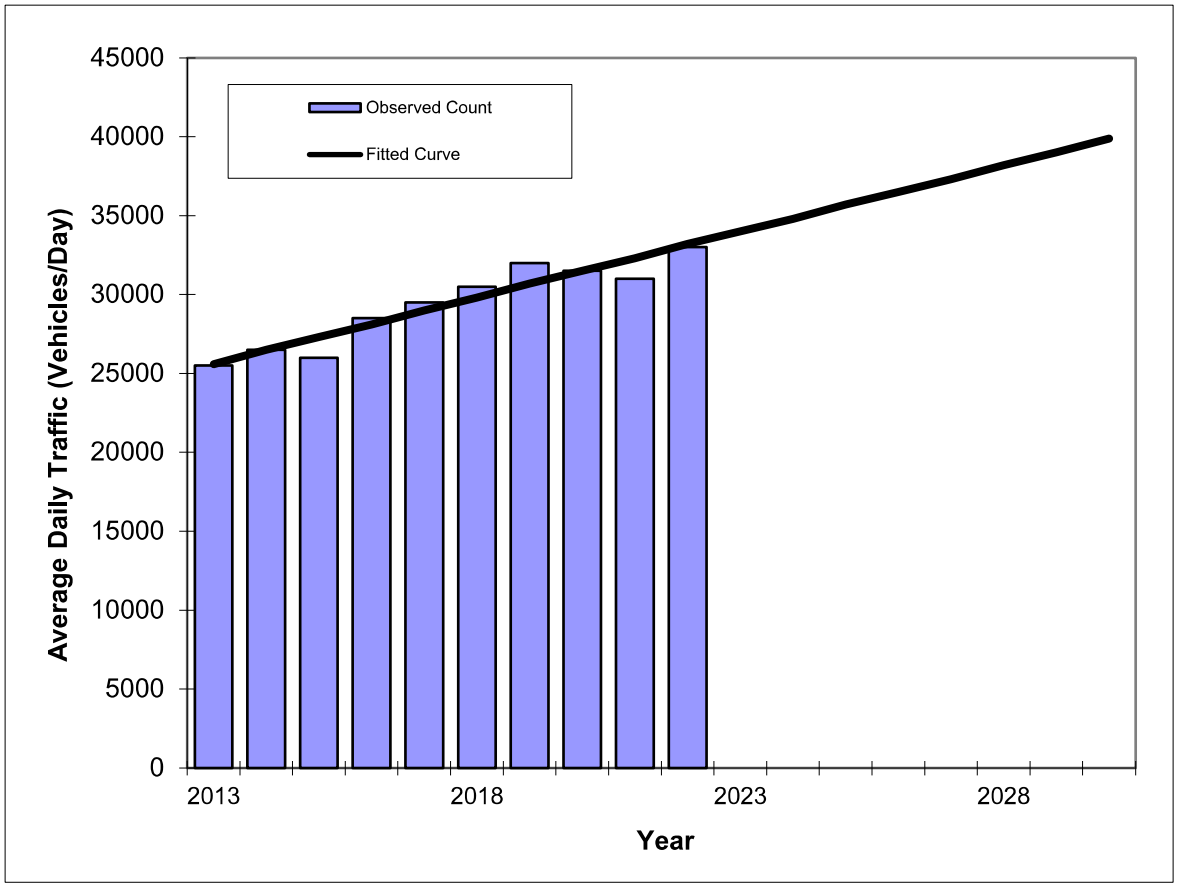
** Annual Trend Increase:	400
Trend R-squared:	43.2%
Trend Annual Historic Growth Rate:	1.30%
Trend Growth Rate (2022 to Design Year):	1.23%
Printed:	17-Aug-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Nova to Airport Rd

County:	Volusia
Station #:	100
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2013	25500	25600
2014	26500	26500
2015	26000	27300
2016	28500	28100
2017	29500	29000
2018	30500	29800
2019	32000	30700
2020	31500	31500
2021	31000	32300
2022	33000	33200
2025 Opening Year Trend		
2025	N/A	35700
2027 Mid-Year Trend		
2027	N/A	37300
2030 Design Year Trend		
2030	N/A	39900
TRANPLAN Forecasts/Trends		

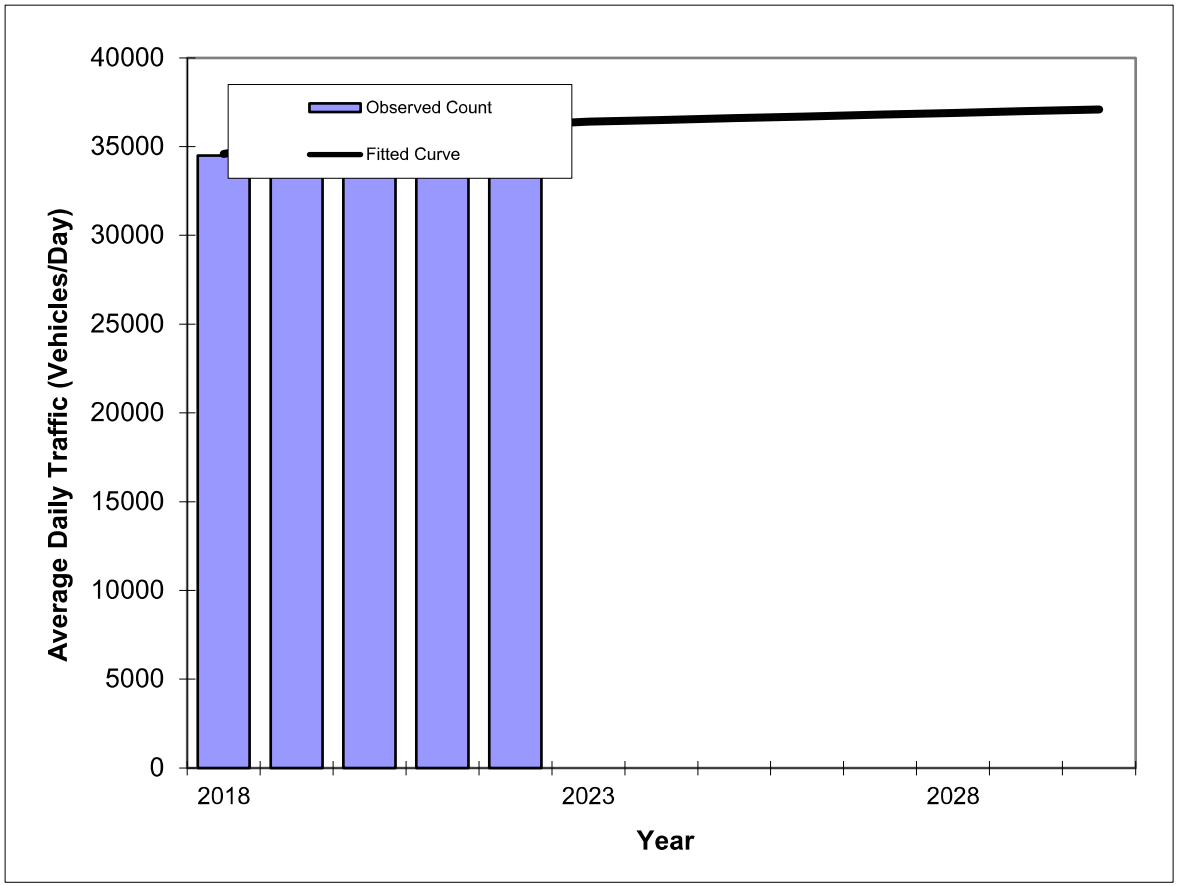
*Axle-Adjusted

** Annual Trend Increase:	836
Trend R-squared:	90.3%
Trend Annual Historic Growth Rate:	3.30%
Trend Growth Rate (2022 to Design Year):	2.52%
Printed:	17-Aug-25
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40/Granada Blvd -- I-95 to Clyde Morris

County:	Volusia
Station #:	790522
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2018	34500	34600
2019	35500	35300
2020	35800	35700
2021	36000	36000
2022	36000	36200
2025 Opening Year Trend		
2025	N/A	36600
2027 Mid-Year Trend		
2027	N/A	36800
2030 Design Year Trend		
2030	N/A	37100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

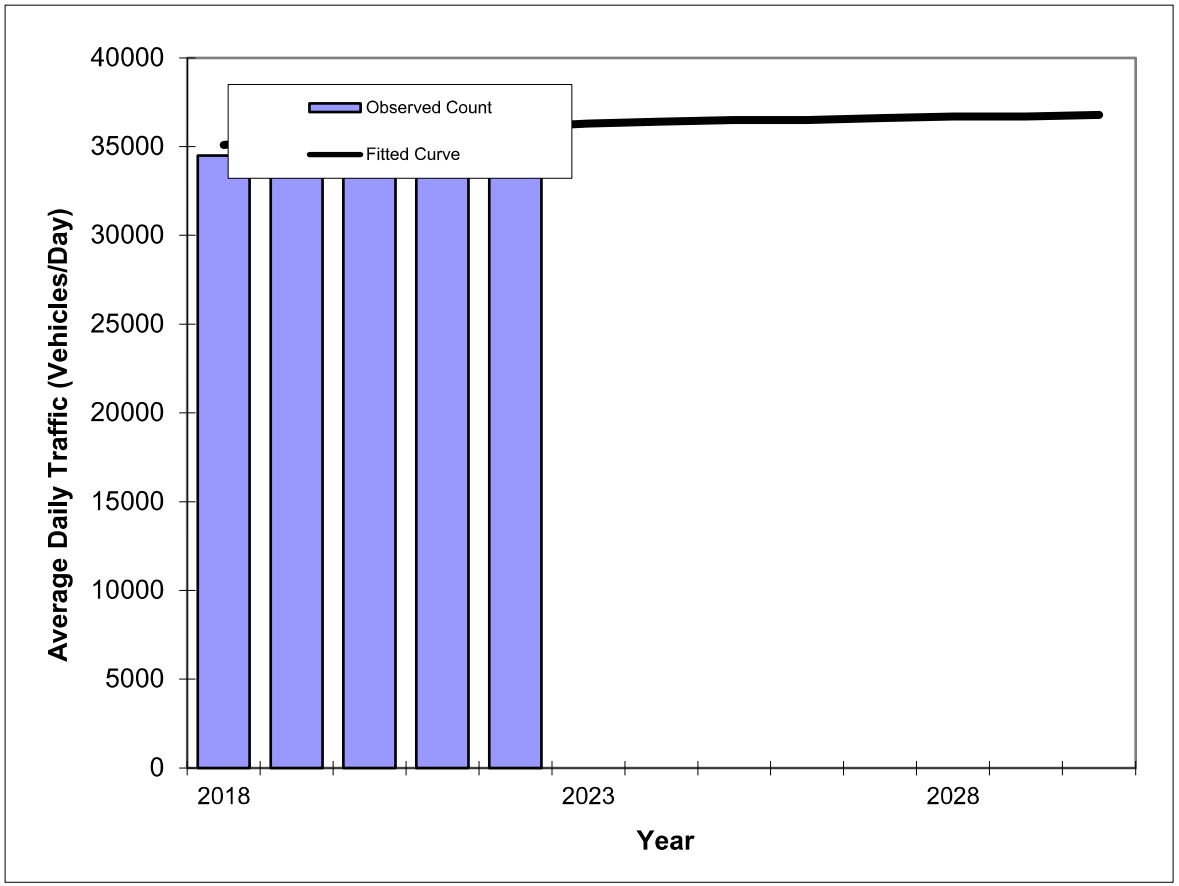
Trend R-squared:	93.4%
Compounded Annual Historic Growth Rate:	0.99%
Compounded Growth Rate (2022 to Design Year):	0.28%
Printed:	17-Aug-25

Decaying Exponential Growth Option

TRAFFIC TRENDS

SR 40/Granada Blvd -- Clyde Morris Blvd to Nova Rd

County:	Volusia
Station #:	790489
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2018	34500	35100
2019	36500	35500
2020	36000	35800
2021	35500	36000
2022	36000	36100
2025 Opening Year Trend		
2025	N/A	36500
2027 Mid-Year Trend		
2027	N/A	36600
2030 Design Year Trend		
2030	N/A	36800
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

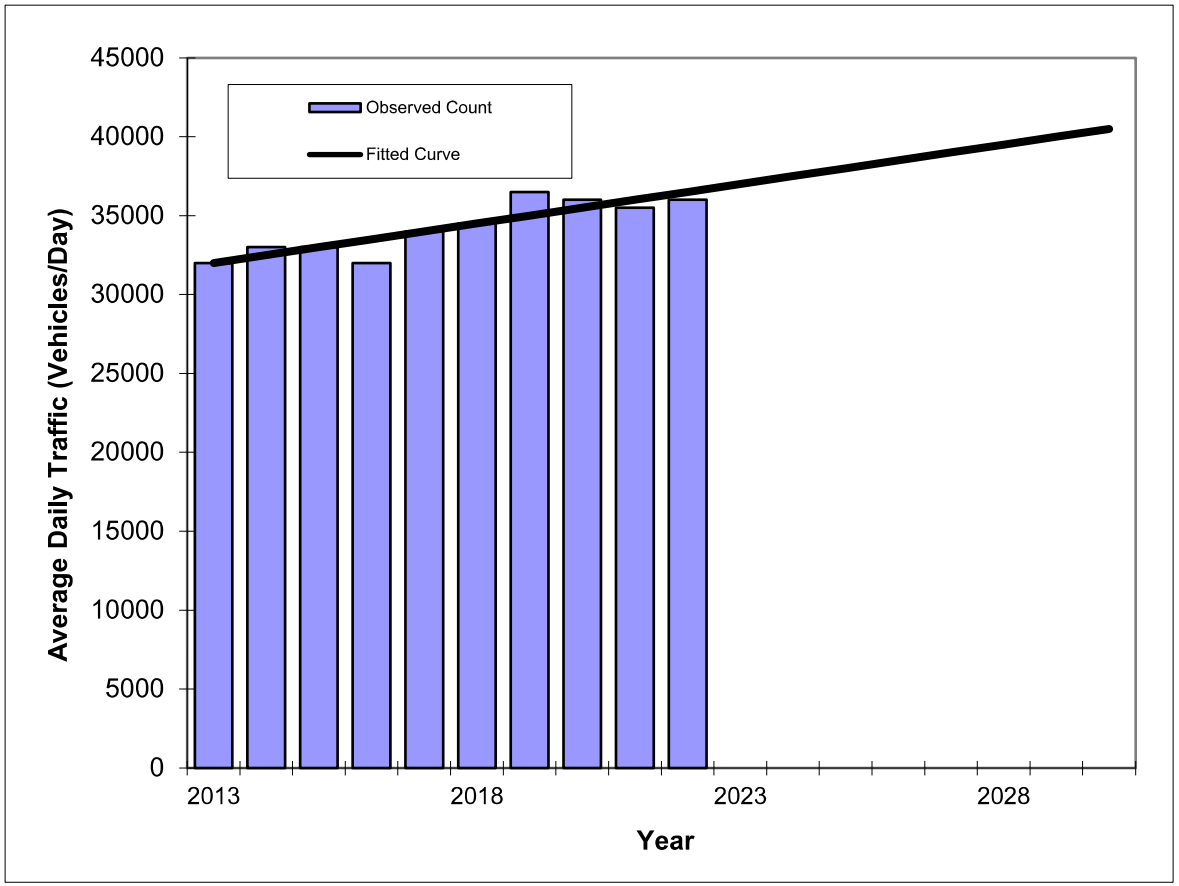
Trend R-squared:	32.0%
Compounded Annual Historic Growth Rate:	0.56%
Compounded Growth Rate (2022 to Design Year):	0.24%
Printed:	17-Aug-25

Decaying Exponential Growth Option

TRAFFIC TRENDS

SR 40/Granada Blvd -- Clyde Morris Blvd to Nova Rd

County:	Volusia
Station #:	790489
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2013	32000	32000
2014	33000	32500
2015	33000	33000
2016	32000	33500
2017	34000	34000
2018	34500	34500
2019	36500	35000
2020	36000	35500
2021	35500	36000
2022	36000	36500
2025 Opening Year Trend		
2025	N/A	38000
2027 Mid-Year Trend		
2027	N/A	39000
2030 Design Year Trend		
2030	N/A	40500
TRANPLAN Forecasts/Trends		

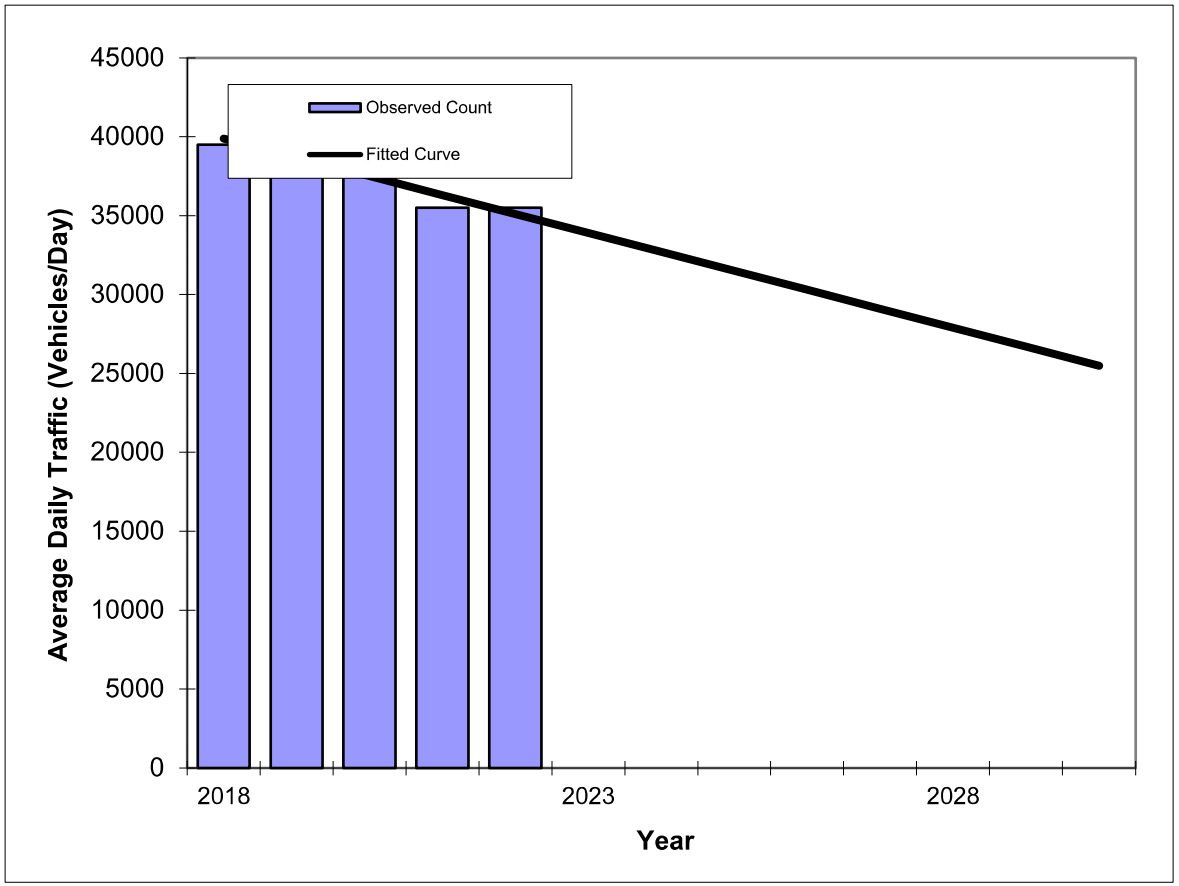
*Axle-Adjusted

** Annual Trend Increase:	500
Trend R-squared:	78.9%
Trend Annual Historic Growth Rate:	1.56%
Trend Growth Rate (2022 to Design Year):	1.37%
Printed:	17-Aug-25
Straight Line Growth Option	

TRAFFIC TRENDS

SR 40/Granada Blvd -- US 1 to Halifax Ave

County:	Volusia
Station #:	790171
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2018	39500	39900
2019	39500	38700
2020	37500	37500
2021	35500	36300
2022	35500	35100
2025 Opening Year Trend		
2025	N/A	31500
2027 Mid-Year Trend		
2027	N/A	29100
2030 Design Year Trend		
2030	N/A	25500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

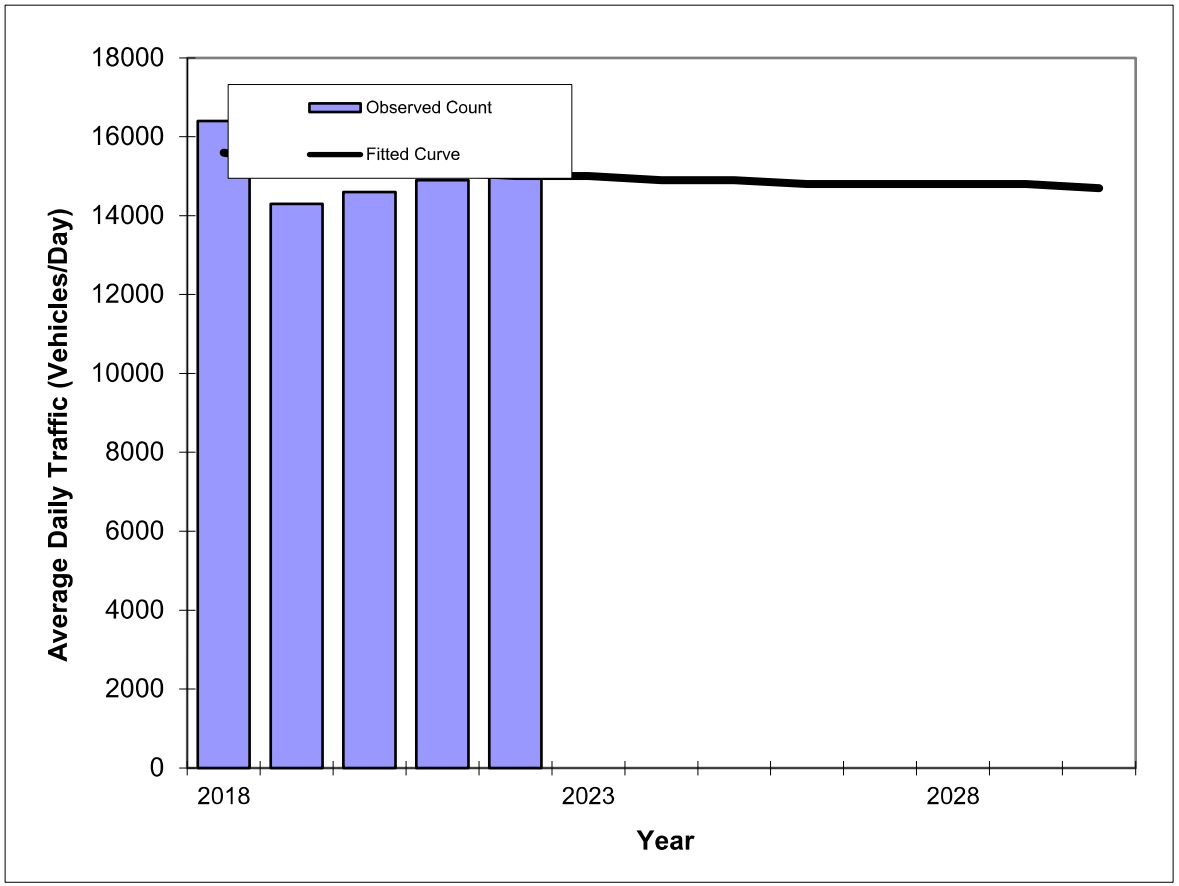
** Annual Trend Increase:	-1,200
Trend R-squared:	90.0%
Trend Annual Historic Growth Rate:	-3.01%
Trend Growth Rate (2022 to Design Year):	-3.42%
Printed:	17-Aug-25

Straight Line Growth Option

TRAFFIC TRENDS

Hand Avenue -- Clyde Morris to Shangri La

County:	Volusia
Station #:	832
Highway:	Hand Avenue



Year	Traffic (ADT/AADT) Count*	Trend**
2018	16400	15600
2019	14300	15300
2020	14600	15200
2021	14900	15100
2022	16100	15000
2025 Opening Year Trend		
2025	N/A	14900
2027 Mid-Year Trend		
2027	N/A	14800
2030 Design Year Trend		
2030	N/A	14700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	5.1%
Compounded Annual Historic Growth Rate:	0.00%
Compounded Growth Rate (2022 to Design Year):	-0.49%
Printed:	15-Aug-25

Decaying Exponential Growth Option

APPENDIX G

Synchro Summary Sheets – Background Conditions Improved



Movement	SEU	SET	SER	NWU	NWL	NWT	NEL	NER
Lane Configurations								
Traffic Volume (veh/h)	0	1427	222	6	370	978	119	512
Future Volume (veh/h)	0	1427	222	6	370	978	119	512
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1856	1870		1870	1826	1870	1870
Adj Flow Rate, veh/h		1586	247		411	1087	132	569
Peak Hour Factor		0.90	0.90		0.90	0.90	0.90	0.90
Percent Heavy Veh, %		3	2		2	5	2	2
Cap, veh/h		1102	495		348	1965	557	495
Arrive On Green		0.31	0.31		0.20	0.57	0.31	0.31
Sat Flow, veh/h		3618	1585		1781	3561	1781	1585
Grp Volume(v), veh/h		1586	247		411	1087	132	569
Grp Sat Flow(s),veh/h/ln		1763	1585		1781	1735	1781	1585
Q Serve(g_s), s		40.0	16.2		25.0	25.3	7.0	40.0
Cycle Q Clear(g_c), s		40.0	16.2		25.0	25.3	7.0	40.0
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1102	495		348	1965	557	495
V/C Ratio(X)		1.44	0.50		1.18	0.55	0.24	1.15
Avail Cap(c_a), veh/h		1102	495		348	1965	557	495
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		44.0	35.8		51.5	17.5	32.7	44.0
Incr Delay (d2), s/veh		203.0	3.6		107.2	1.1	0.2	88.2
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		71.5	10.6		31.0	14.3	5.6	57.4
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		247.0	39.4		158.7	18.7	32.9	132.2
LnGrp LOS		F	D		F	B	C	F
Approach Vol, veh/h		1833				1498	701	
Approach Delay, s/veh		219.0				57.1	113.5	
Approach LOS		F				E	F	

Timer - Assigned Phs	2		4	5	6			
Phs Duration (G+Y+Rc), s	80.0		48.0	32.5	47.5			
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5			
Max Green Setting (Gmax), s	40.0		40.0	25.0	40.0			
Max Q Clear Time (g_c+I1), s	27.3		42.0	27.0	42.0			
Green Ext Time (p_c), s	7.0		0.0	0.0	0.0			

Intersection Summary								
HCM 7th Control Delay, s/veh		140.5						
HCM 7th LOS		F						

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.8

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	3	3	1941	1218	12	52	4
Future Vol, veh/h	3	3	1941	1218	12	52	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	3	3	2181	1369	13	58	4

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1369	1382	0	-	0	2472	684
Stage 1	-	-	-	-	-	1369	-
Stage 2	-	-	-	-	-	1104	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	192	492	-	-	-	~ 25	391
Stage 1	-	-	-	-	-	201	-
Stage 2	-	-	-	-	-	279	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	274	274	-	-	-	~ 24	391
Mov Cap-2 Maneuver	-	-	-	-	-	151	-
Stage 1	-	-	-	-	-	197	-
Stage 2	-	-	-	-	-	279	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.06	0	41.97
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	274	-	158
HCM Lane V/C Ratio	-	-	0.025	-	0.397
HCM Ctrl Dly (s/v)	-	-	18.5	-	42
HCM Lane LOS	-	-	C	-	E
HCM 95th %tile Q(veh)	-	-	0.1	-	1.7

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	1	0	2001	1227	1	0	0
Future Vol, veh/h	1	0	2001	1227	1	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	245	-	-	-	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	1	0	2152	1319	1	0	0

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1320	1320	0	-	0	2398	660
Stage 1	-	-	-	-	-	1320	-
Stage 2	-	-	-	-	-	1078	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	206	519	-	-	-	28	405
Stage 1	-	-	-	-	-	214	-
Stage 2	-	-	-	-	-	288	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	206	206	-	-	-	28	405
Mov Cap-2 Maneuver	-	-	-	-	-	162	-
Stage 1	-	-	-	-	-	213	-
Stage 2	-	-	-	-	-	288	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.01	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	206	-	-
HCM Lane V/C Ratio	-	-	0.005	-	-
HCM Ctrl Dly (s/v)	-	-	22.5	-	0
HCM Lane LOS	-	-	C	-	A
HCM 95th %tile Q(veh)	-	-	0	-	-

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1194	816	45	776	555	86
Future Volume (veh/h)	1194	816	45	776	555	86
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1856	1826	1856	1856
Adj Flow Rate, veh/h	1357	0	51	882	631	98
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	3	2	3	5	3	3
Cap, veh/h	1655		111	2117	782	359
Arrive On Green	0.47	0.00	0.06	0.61	0.23	0.23
Sat Flow, veh/h	3618	1585	1767	3561	3428	1572
Grp Volume(v), veh/h	1357	0	51	882	631	98
Grp Sat Flow(s),veh/h/ln	1763	1585	1767	1735	1714	1572
Q Serve(g_s), s	31.8	0.0	2.7	12.7	16.7	4.9
Cycle Q Clear(g_c), s	31.8	0.0	2.7	12.7	16.7	4.9
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1655		111	2117	782	359
V/C Ratio(X)	0.82		0.46	0.42	0.81	0.27
Avail Cap(c_a), veh/h	1655		461	2117	1073	492
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.9	0.0	43.4	9.8	35.0	30.5
Incr Delay (d2), s/veh	4.7	0.0	4.2	0.6	4.0	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	18.0	0.0	2.2	7.1	11.3	8.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	26.6	0.0	47.6	10.4	39.0	31.0
LnGrp LOS	C		D	B	D	C
Approach Vol, veh/h	1357			933	729	
Approach Delay, s/veh	26.6			12.4	37.9	
Approach LOS	C			B	D	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		66.0		29.9	13.5	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		14.7		18.7	4.7	33.8
Green Ext Time (p_c), s		8.6		3.2	0.1	7.7

Intersection Summary	
HCM 7th Control Delay, s/veh	24.9
HCM 7th LOS	C

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.



Movement	SEU	SET	SER	NWU	NWL	NWT	NEL	NER
Lane Configurations								
Traffic Volume (veh/h)	2	1227	7	13	370	1704	161	341
Future Volume (veh/h)	2	1227	7	13	370	1704	161	341
Initial Q (Qb), veh		0	0		0	0	0	0
Lane Width Adj.		1.00	1.00		1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00		1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00		1.00	1.00	1.00	1.00
Work Zone On Approach		No				No	No	
Adj Sat Flow, veh/h/ln		1870	1870		1870	1870	1856	1870
Adj Flow Rate, veh/h		1292	7		389	1794	169	359
Peak Hour Factor		0.95	0.95		0.95	0.95	0.95	0.95
Percent Heavy Veh, %		2	2		2	2	3	2
Cap, veh/h		1212	541		380	2197	441	396
Arrive On Green		0.34	0.34		0.21	0.62	0.25	0.25
Sat Flow, veh/h		3647	1585		1781	3647	1767	1585
Grp Volume(v), veh/h		1292	7		389	1794	169	359
Grp Sat Flow(s),veh/h/ln		1777	1585		1781	1777	1767	1585
Q Serve(g_s), s		40.0	0.3		25.0	45.6	9.3	25.8
Cycle Q Clear(g_c), s		40.0	0.3		25.0	45.6	9.3	25.8
Prop In Lane			1.00		1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1212	541		380	2197	441	396
V/C Ratio(X)		1.07	0.01		1.02	0.82	0.38	0.91
Avail Cap(c_a), veh/h		1212	541		380	2197	603	541
HCM Platoon Ratio		1.00	1.00		1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00		1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		38.6	25.6		46.1	17.3	36.5	42.7
Incr Delay (d2), s/veh		45.3	0.0		52.5	3.5	0.5	15.4
Initial Q Delay(d3), s/veh		0.0	0.0		0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		33.0	0.2		22.8	22.9	7.4	29.9
Unsig. Movement Delay, s/veh								
LnGrp Delay(d), s/veh		84.0	25.6		98.7	20.8	37.1	58.1
LnGrp LOS		F	C		F	C	D	E
Approach Vol, veh/h		1299				2183	528	
Approach Delay, s/veh		83.7				34.6	51.4	
Approach LOS		F				C	D	

Timer - Assigned Phs	2		4	5	6			
Phs Duration (G+Y+Rc), s	80.0		37.3	32.5	47.5			
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5			
Max Green Setting (Gmax), s	40.0		40.0	25.0	40.0			
Max Q Clear Time (g_c+I1), s	47.6		27.8	27.0	42.0			
Green Ext Time (p_c), s	0.0		1.5	0.0	0.0			

Intersection Summary								
HCM 7th Control Delay, s/veh		52.7						
HCM 7th LOS		D						

Notes								
User approved ignoring U-Turning movement.								

Intersection	
Int Delay, s/veh	1.1

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	16	5	1544	1741	47	28	6
Future Vol, veh/h	16	5	1544	1741	47	28	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	18	5	1697	1913	52	31	7

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1913	1965	0	-	0	2808	957
Stage 1	-	-	-	-	-	1913	-
Stage 2	-	-	-	-	-	895	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	85	292	-	-	-	~ 14	258
Stage 1	-	-	-	-	-	102	-
Stage 2	-	-	-	-	-	360	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	99	99	-	-	-	~ 11	258
Mov Cap-2 Maneuver	-	-	-	-	-	72	-
Stage 1	-	-	-	-	-	78	-
Stage 2	-	-	-	-	-	360	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.7	0	80.48
HCM LOS			F

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	99	-	83
HCM Lane V/C Ratio	-	-	0.232	-	0.452
HCM Ctrl Dly (s/v)	-	-	51.8	-	80.5
HCM Lane LOS	-	-	F	-	F
HCM 95th %tile Q(veh)	-	-	0.8	-	1.9

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0

Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	0	1573	1793	0	1	0
Future Vol, veh/h	0	1573	1793	0	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	245	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1673	1907	0	1	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1907	0	-	0	2744	954
Stage 1	-	-	-	-	1907	-
Stage 2	-	-	-	-	837	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	308	-	-	-	16	259
Stage 1	-	-	-	-	102	-
Stage 2	-	-	-	-	385	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	308	-	-	-	16	259
Mov Cap-2 Maneuver	-	-	-	-	94	-
Stage 1	-	-	-	-	102	-
Stage 2	-	-	-	-	385	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0	0	43.91
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	308	-	94
HCM Lane V/C Ratio	-	-	-	-	0.011
HCM Ctrl Dly (s/v)	-	-	0	-	43.9
HCM Lane LOS	-	-	A	-	E
HCM 95th %tile Q(veh)	-	-	0	-	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	909	758	83	1090	983	77
Future Volume (veh/h)	909	758	83	1090	983	77
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	957	0	87	1147	1035	81
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	2	2	2	2	2
Cap, veh/h	1507		123	2018	985	452
Arrive On Green	0.43	0.00	0.07	0.57	0.28	0.28
Sat Flow, veh/h	3618	1585	1781	3647	3456	1585
Grp Volume(v), veh/h	957	0	87	1147	1035	81
Grp Sat Flow(s),veh/h/ln	1763	1585	1781	1777	1728	1585
Q Serve(g_s), s	22.5	0.0	5.0	21.7	30.0	4.1
Cycle Q Clear(g_c), s	22.5	0.0	5.0	21.7	30.0	4.1
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1507		123	2018	985	452
V/C Ratio(X)	0.64		0.71	0.57	1.05	0.18
Avail Cap(c_a), veh/h	1507		423	2018	985	452
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.7	0.0	47.9	14.5	37.6	28.4
Incr Delay (d2), s/veh	2.1	0.0	10.0	1.2	43.1	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	13.7	0.0	4.4	12.2	25.5	7.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	25.7	0.0	57.9	15.7	80.7	28.6
LnGrp LOS	C		E	B	F	C
Approach Vol, veh/h	957			1234	1116	
Approach Delay, s/veh	25.7			18.7	77.0	
Approach LOS	C			B	E	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		67.3		38.0	14.8	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		23.7		32.0	7.0	24.5
Green Ext Time (p_c), s		10.2		0.0	0.3	8.1

Intersection Summary	
HCM 7th Control Delay, s/veh	40.4
HCM 7th LOS	D

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

APPENDIX H

Synchro Summary Sheets – Background Conditions

Movement	SEU	SET	SER	NWL	NWT	NEL	NER
Lane Configurations							
Traffic Volume (veh/h)	0	1427	222	376	978	119	512
Future Volume (veh/h)	0	1427	222	376	978	119	512
Initial Q (Qb), veh		0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1856	1870	1870	1826	1870	1870
Adj Flow Rate, veh/h		1586	247	418	1087	132	569
Peak Hour Factor		0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %		3	2	2	5	2	2
Cap, veh/h		1561	702	499	2258	387	573
Arrive On Green		0.44	0.44	0.14	0.65	0.22	0.22
Sat Flow, veh/h		3618	1585	3456	3561	1781	1585
Grp Volume(v), veh/h		1586	247	418	1087	132	569
Grp Sat Flow(s),veh/h/ln		1763	1585	1728	1735	1781	1585
Q Serve(g_s), s		52.0	12.1	13.8	18.7	7.4	25.5
Cycle Q Clear(g_c), s		52.0	12.1	13.8	18.7	7.4	25.5
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1561	702	499	2258	387	573
V/C Ratio(X)		1.02	0.35	0.84	0.48	0.34	0.99
Avail Cap(c_a), veh/h		1561	702	809	2258	387	573
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		32.7	21.6	48.9	10.4	38.9	37.4
Incr Delay (d2), s/veh		26.8	1.4	4.3	0.7	0.5	35.8
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		34.4	7.9	10.0	10.1	5.9	9.6
Unsig. Movement Delay, s/veh							
LnGrp Delay(d), s/veh		59.6	23.0	53.2	11.2	39.4	73.2
LnGrp LOS		F	C	D	B	D	E
Approach Vol, veh/h		1833			1505	701	
Approach Delay, s/veh		54.6			22.8	66.8	
Approach LOS		D			C	E	

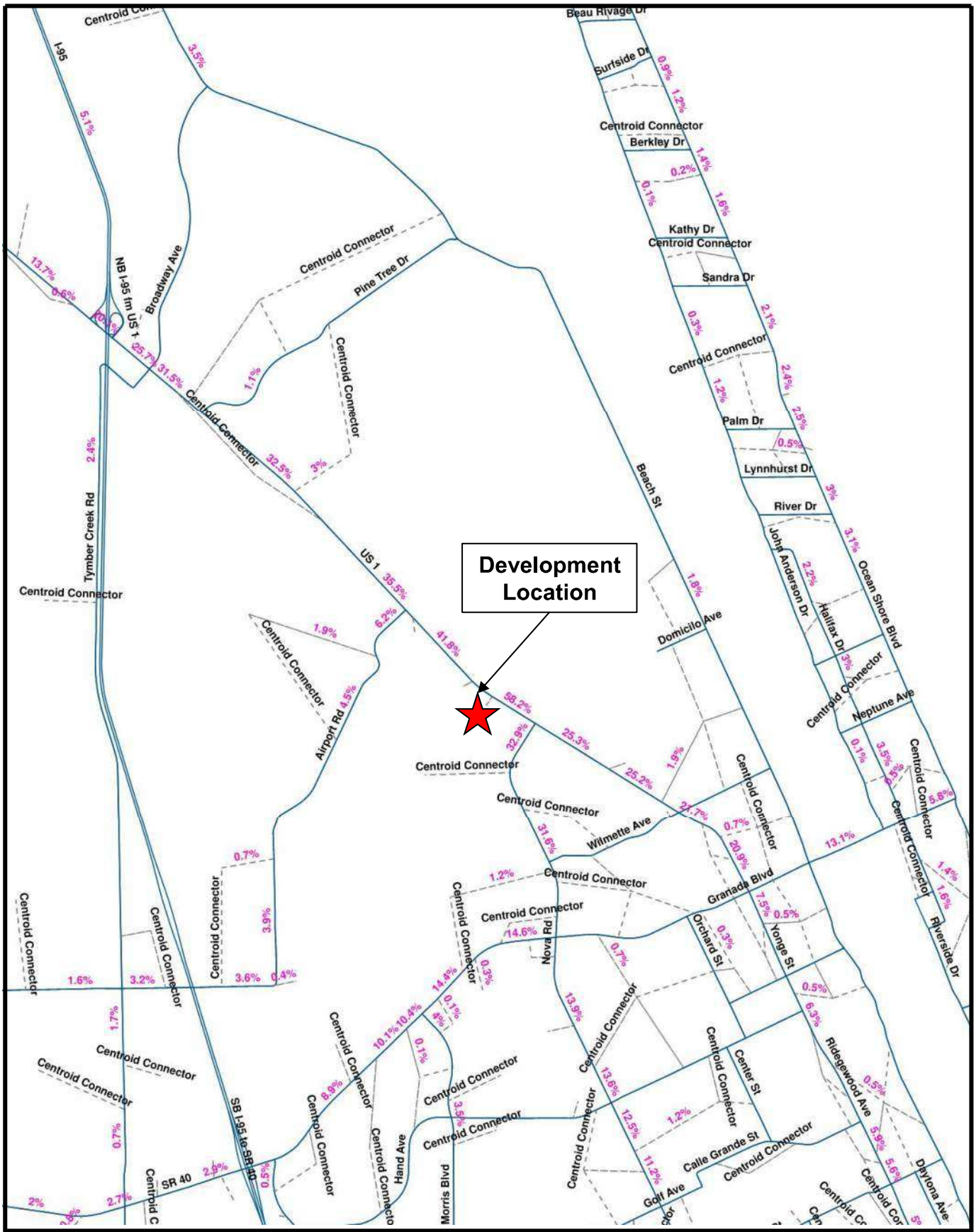
Timer - Assigned Phs	2		4	5	6		
Phs Duration (G+Y+Rc), s	83.9		33.5	24.4	59.5		
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5		
Max Green Setting (Gmax), s	74.5		25.5	27.5	52.0		
Max Q Clear Time (g_c+I1), s	20.7		27.5	15.8	54.0		
Green Ext Time (p_c), s	13.3		0.0	1.1	0.0		

Intersection Summary							
HCM 7th Control Delay, s/veh		44.9					
HCM 7th LOS		D					

Notes
User approved ignoring U-Turning movement.

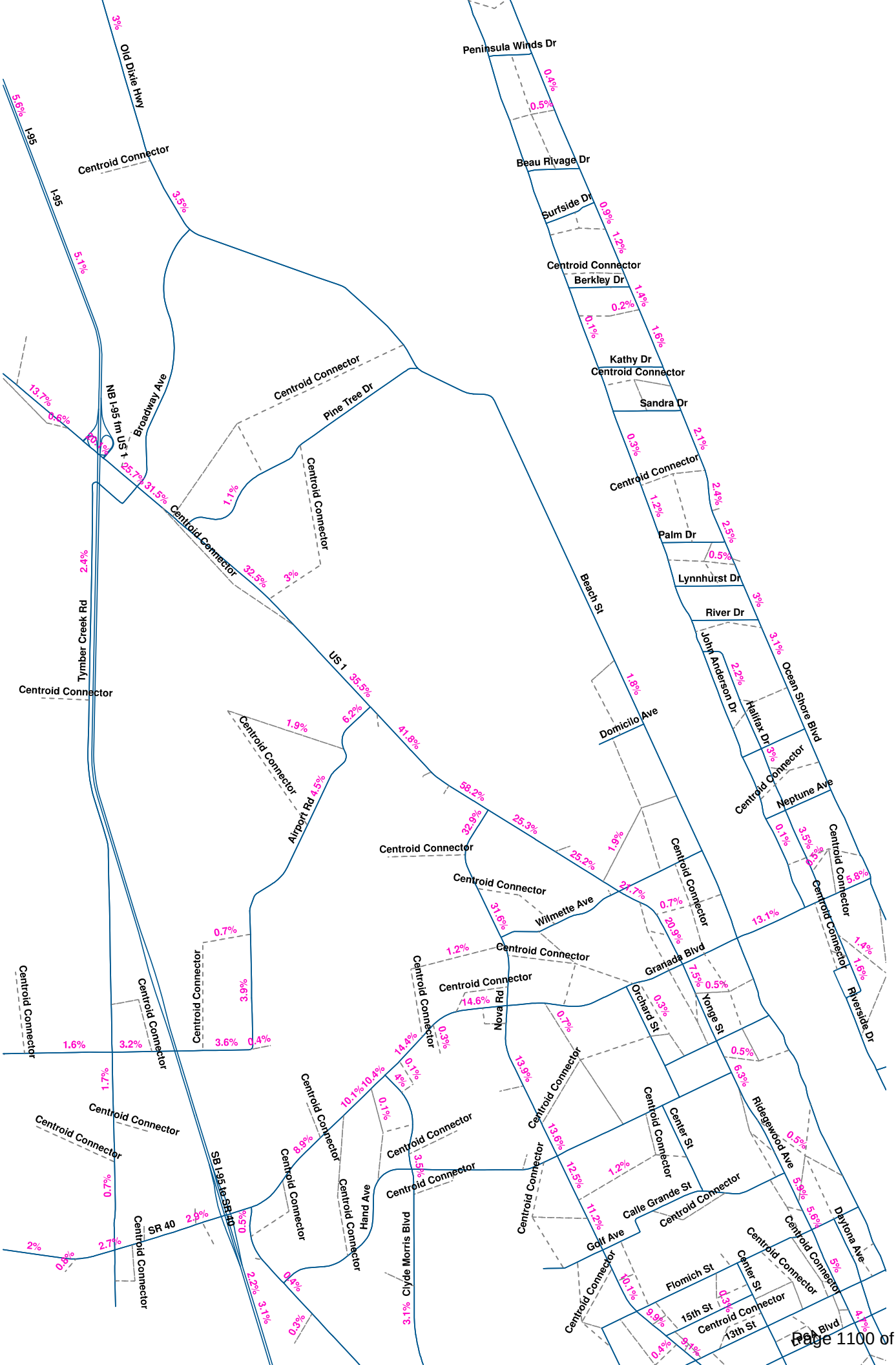
APPENDIX I

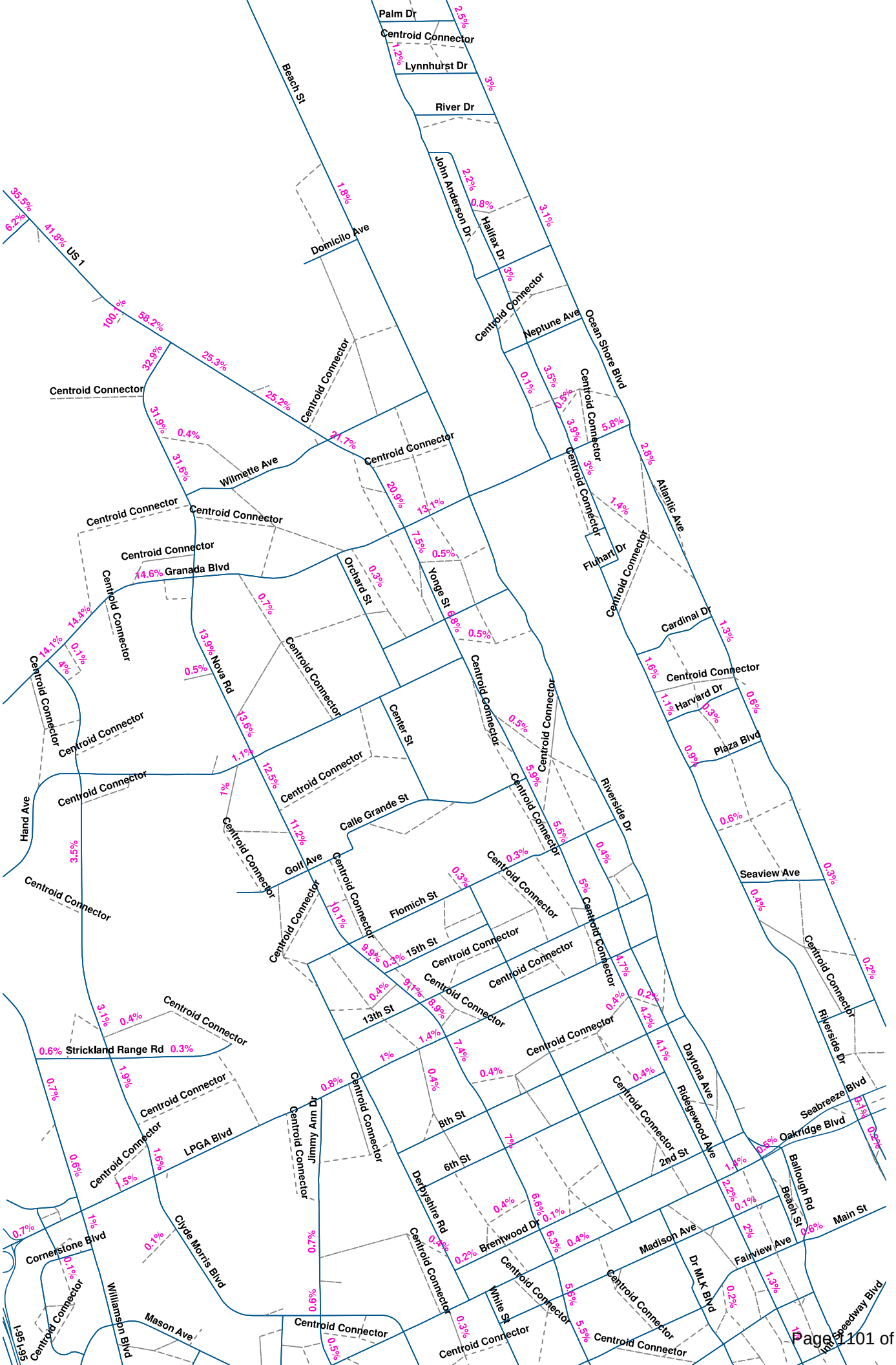
Trip Distribution

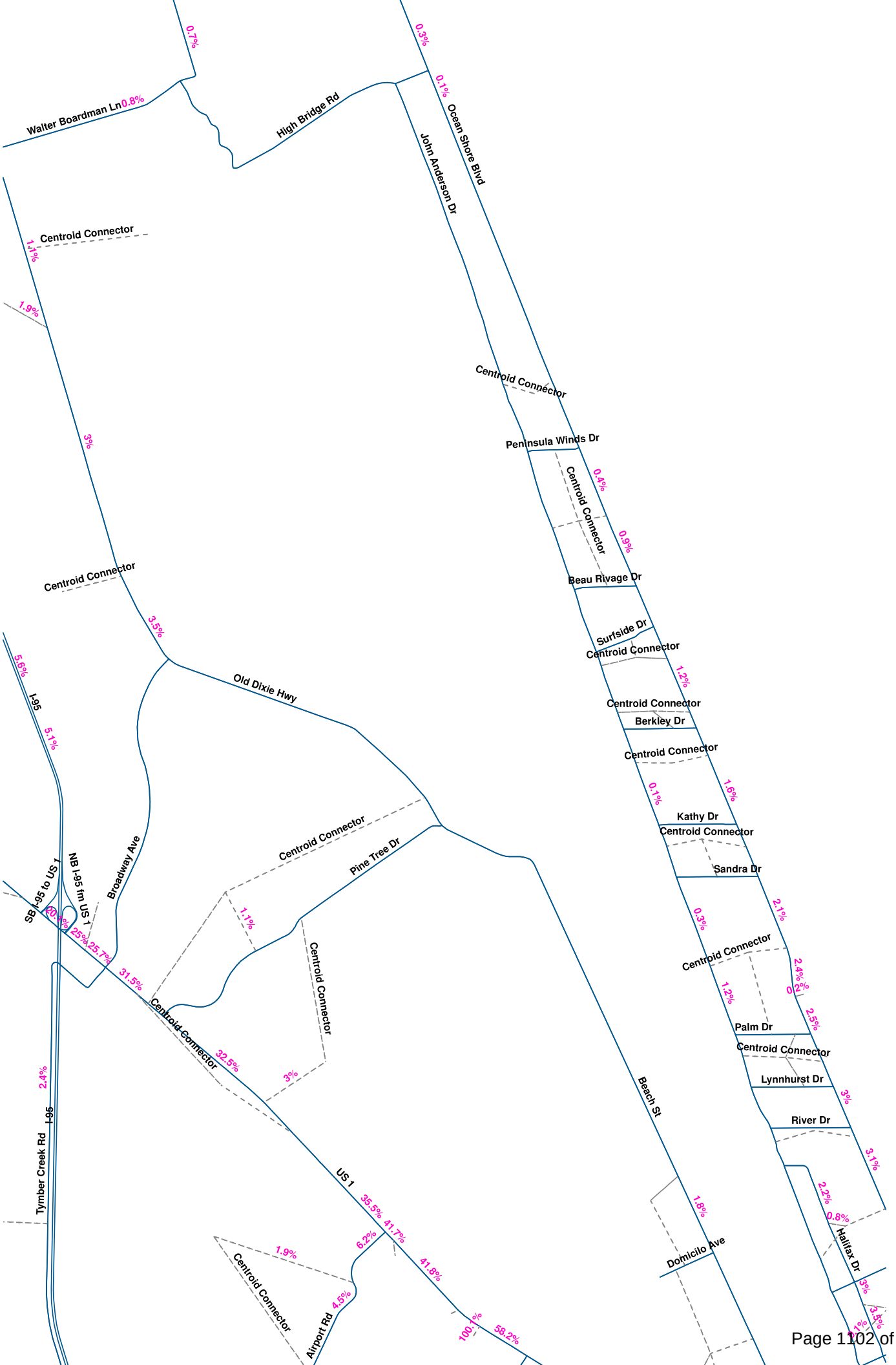


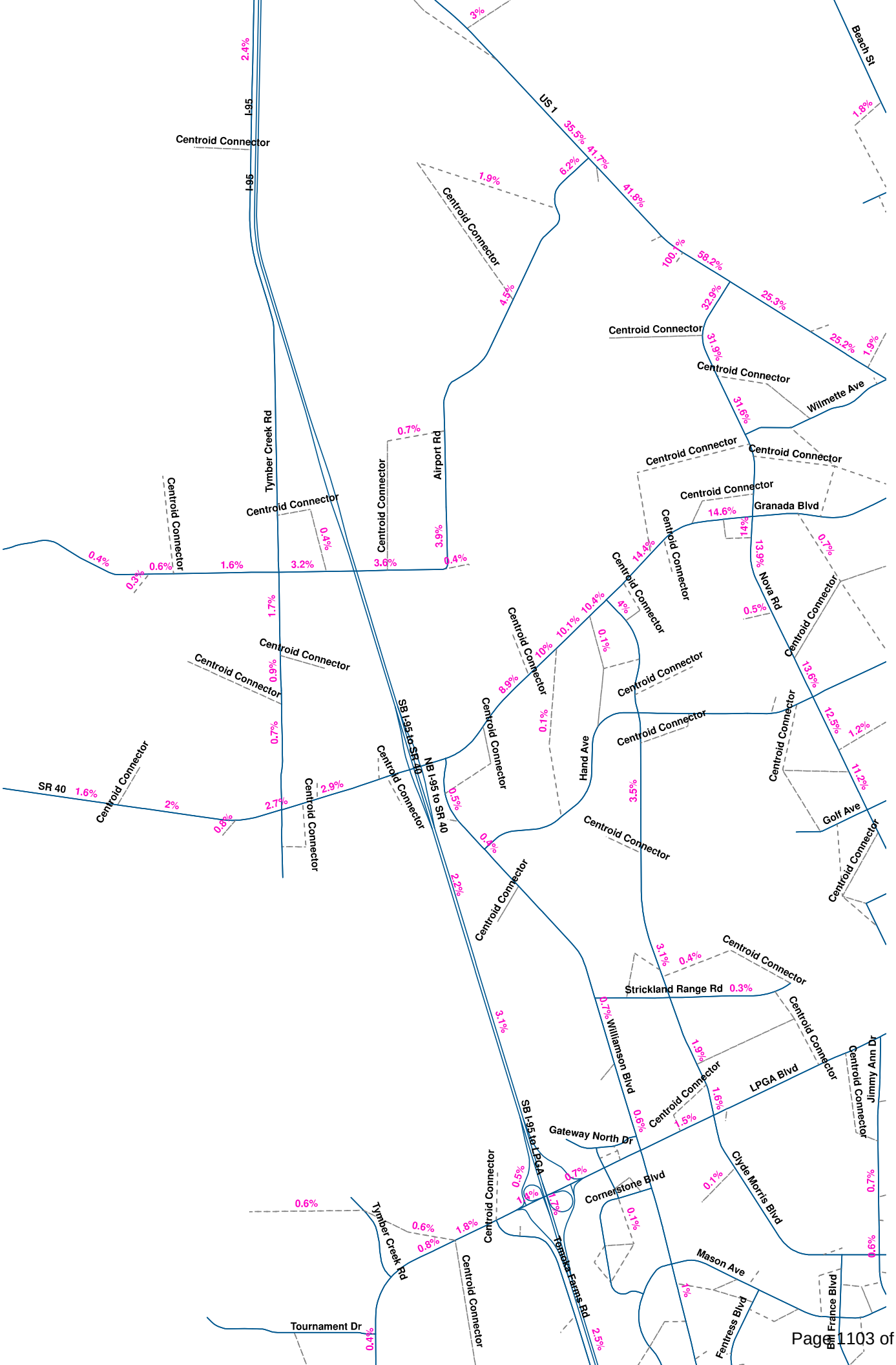
Tomoka Commerce Park	N NTS	**Project Trip Distribution**		LTG Engineering & Planning
		Project No.: 6207.03	Appendix	

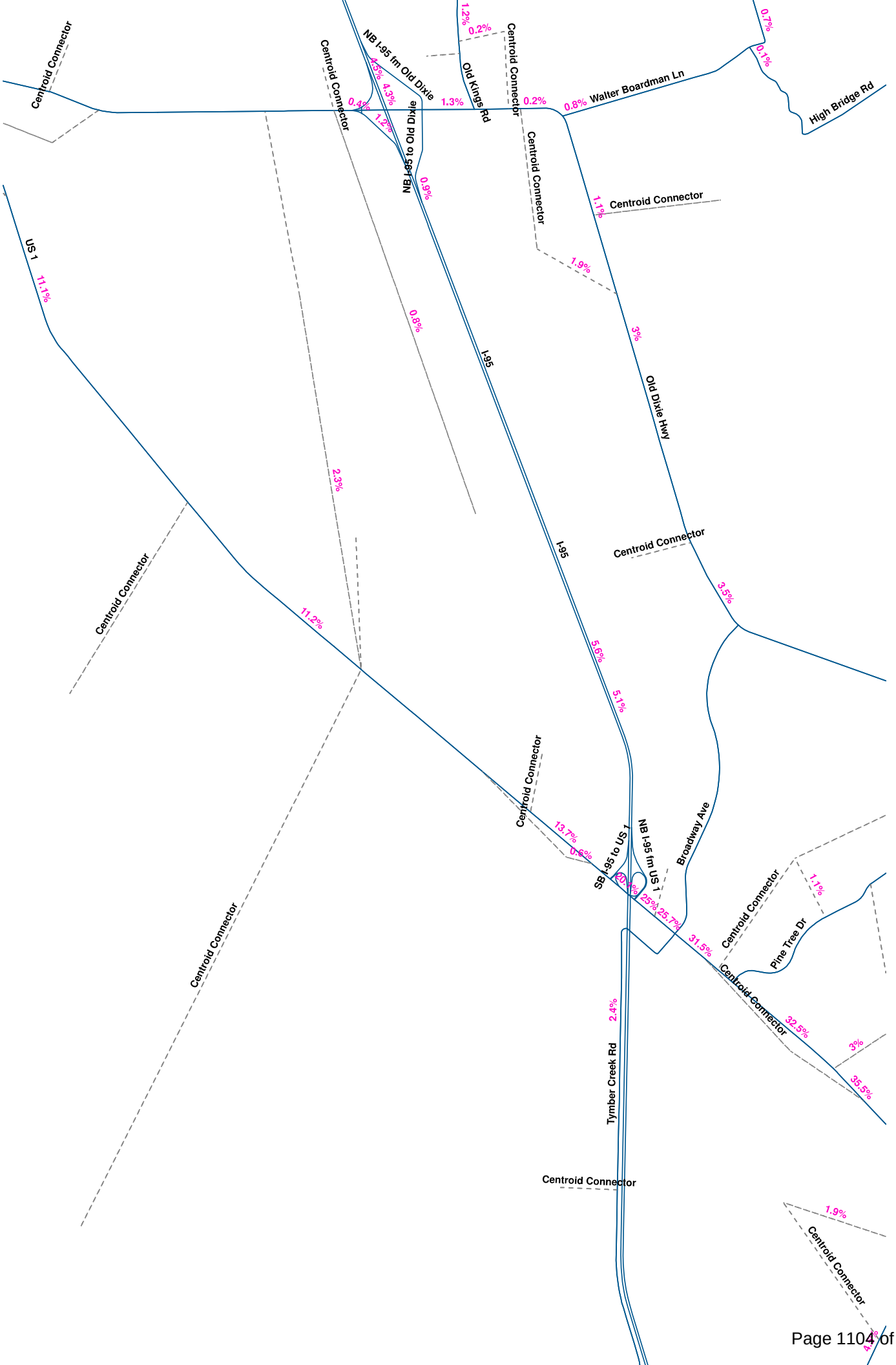

Centroid Connector
NB I-95 fm US 1
Broadway Ave
Pine Tree Dr
Centroid Connector
Centroid Connector
I-95
Centroid Connector
US 1
Old Dixie Hwy
Beach St
Centroid Connector
Domicilo Ave
Centroid Connector
Airport Rd
Centroid Connector
Centroid Connector
Nova Rd
Wilmette Ave
Centroid Connector
Centroid Connector
Centroid Connector
Granada Blvd
Centroid Connector
Orchard St
Centroid Connector
Yonge St
Centroid Connector
Tymber Creek Rd
I-95
Centroid Connector
Centroid Connector
Centroid Connector
Berkley Dr
Centroid Connector
Kathy Dr
Centroid Connector
Sandra Dr
Centroid Connector
Palm Dr
Centroid Connector
Lynnhurst Dr
River Dr
John Anderson Dr
Halifax Dr
Ocean Shore Blvd
Centroid Connector
Centroid Connector
Centroid Connector
Flubart Dr
Riverside Dr
Cardinal Dr
Atlantic Ave


Peninsula Winds Dr
Beau Rivage Dr
Surfside Dr
Centroid Connector
Berkley Dr
Kathy Dr
Centroid Connector
Sandra Dr
Centroid Connector
Palm Dr
Lynnhurst Dr
River Dr
John Anderson Dr
Halifax Dr
Centroid Connector
Neptune Ave
Centroid Connector
Riverside Dr
Ocean Shore Blvd
Beach St
Domicilo Ave
Centroid Connector
Granada Blvd
Orchard St
Yonge St
Ridgewood Ave
Center St
Centroid Connector
Calle Grande St
Centroid Connector
Golf Ave
Flomich St
15th St
Centroid Connector
13th St
Daytona Ave
Centroid Connector
Centroid Connector
Centroid Connector


Palm Dr
Centroid Connector
Lynnhurst Dr
River Dr
Beach St
John Anderson Dr
Halifax Dr
Domicilo Ave
US 1
Neptune Ave
Ocean Shore Blvd
Centroid Connector
Wilmette Ave
Granada Blvd
Orchard St
Yonge St
Fluhart Dr
Atlantic Ave
Cardinal Dr
Harvard Dr
Plaza Blvd
Nova Rd
Center St
Calle Grande St
Golf Ave
Riverside Dr
Seaview Ave
Flomich St
15th St
13th St
8th St
6th St
2nd St
Daytona Ave
Ridgewood Ave
Seabreeze Blvd
Oakridge Blvd
Ballough Rd
Beach St
Main St
Fairview Ave
Madison Ave
Dr MLK Blvd
Brentwood Dr
Derbyshire Rd
White St
Jimmy Ann Dr
LPGA Blvd
Strickland Range Rd
Hand Ave
Cornerstone Blvd
Clyde Morris Blvd
Williamson Blvd
Mason Ave
I-95
International Speedway Blvd


Walter Boardman Ln
0.8%
0.7%
High Bridge Rd
0.3%
0.1%
Ocean Shore Blvd
John Anderson Dr
Centroid Connector
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1.9%
3%
Centroid Connector
Peninsula Winds Dr
Centroid Connector
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Beau Rivage Dr
Surfside Dr
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Berkley Dr
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Kathy Dr
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Sandra Dr
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Centroid Connector
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Palm Dr
Centroid Connector
Lynnhurst Dr
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River Dr
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Halifax Dr
3%
3.4%
1.1%
Centroid Connector
3.5%
Old Dixie Hwy
5.6%
I-95
5.1%
SB I-95 to US 1
NB I-95 fm US 1
Broadway Ave
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25%
25.7%
31.5%
Centroid Connector
Pine Tree Dr
1.1%
Centroid Connector
Centroid Connector
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3%
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I-95
Tymber Creek Rd
US 1
35.5%
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6.2%
41.8%
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Centroid Connector
Airport Rd
4.5%
100.1%
58.2%
Beach St
1.8%
Domicilo Ave


I-95
US-1
Beach St
Centroid Connector
Tymber Creek Rd
Airport Rd
Wilmette Ave
Granada Blvd
Nova Rd
Hand Ave
Golf Ave
SR 40
SB I-95 to SR 40
NB I-95 to SR 40
Strickland Range Rd
Williamson Blvd
LPGA Blvd
Jimmy Ann Dr
Gateway North Dr
Cornerstone Blvd
Clyde Morris Blvd
Mason Ave
Fentress Blvd
Bill France Blvd
Tymber Creek Rd
Tournament Dr
Tomoka Farms Rd


Centroid Connector
NB I-95 fm Old Dixie
Centroid Connector
Old Kings Rd
Centroid Connector
Walter Boardman Ln
High Bridge Rd
NB I-95 to Old Dixie
Centroid Connector
Centroid Connector
US 1
I-95
Old Dixie Hwy
Centroid Connector
Centroid Connector
I-95
Centroid Connector
Centroid Connector
SB I-95 to US 1
NB I-95 fm US 1
Broadway Ave
Centroid Connector
Pine Tree Dr
Centroid Connector
Tymber Creek Rd
Centroid Connector
Centroid Connector

APPENDIX J

Synchro Summary Sheets – Build-Out Conditions



Movement	SEU	SET	SER	NWL	NWT	NEL	NER
Lane Configurations							
Traffic Volume (veh/h)	0	1441	222	377	985	119	514
Future Volume (veh/h)	0	1441	222	377	985	119	514
Initial Q (Qb), veh		0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1856	1870	1870	1826	1870	1870
Adj Flow Rate, veh/h		1601	247	419	1094	132	571
Peak Hour Factor		0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %		3	2	2	5	2	2
Cap, veh/h		1560	702	499	2258	387	573
Arrive On Green		0.44	0.44	0.14	0.65	0.22	0.22
Sat Flow, veh/h		3618	1585	3456	3561	1781	1585
Grp Volume(v), veh/h		1601	247	419	1094	132	571
Grp Sat Flow(s),veh/h/ln		1763	1585	1728	1735	1781	1585
Q Serve(g_s), s		52.0	12.1	13.9	18.9	7.4	25.5
Cycle Q Clear(g_c), s		52.0	12.1	13.9	18.9	7.4	25.5
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1560	702	499	2258	387	573
V/C Ratio(X)		1.03	0.35	0.84	0.48	0.34	1.00
Avail Cap(c_a), veh/h		1560	702	809	2258	387	573
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		32.7	21.6	48.9	10.4	38.9	37.4
Incr Delay (d2), s/veh		29.6	1.4	4.3	0.7	0.5	36.6
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		35.3	7.9	10.0	10.2	5.9	46.2
Unsig. Movement Delay, s/veh							
LnGrp Delay(d), s/veh		62.4	23.0	53.2	11.2	39.4	74.0
LnGrp LOS		F	C	D	B	D	E
Approach Vol, veh/h		1848			1513	703	
Approach Delay, s/veh		57.1			22.8	67.5	
Approach LOS		E			C	E	

Timer - Assigned Phs	2		4	5	6		
Phs Duration (G+Y+Rc), s	84.0		33.5	24.5	59.5		
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5		
Max Green Setting (Gmax), s	74.5		25.5	27.5	52.0		
Max Q Clear Time (g_c+I1), s	20.9		27.5	15.9	54.0		
Green Ext Time (p_c), s	13.4		0.0	1.1	0.0		

Intersection Summary	
HCM 7th Control Delay, s/veh	46.2
HCM 7th LOS	D

Notes
User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	0.8

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	3	3	1958	1227	12	52	4
Future Vol, veh/h	3	3	1958	1227	12	52	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	3	3	2200	1379	13	58	4

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1379	1392	0	-	0	2492	689
Stage 1	-	-	-	-	-	1379	-
Stage 2	-	-	-	-	-	1113	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	189	487	-	-	-	~ 24	388
Stage 1	-	-	-	-	-	199	-
Stage 2	-	-	-	-	-	276	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	270	270	-	-	-	~ 23	388
Mov Cap-2 Maneuver	-	-	-	-	-	149	-
Stage 1	-	-	-	-	-	194	-
Stage 2	-	-	-	-	-	276	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.06	0	42.75
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	270	-	156
HCM Lane V/C Ratio	-	-	0.025	-	0.403
HCM Ctrl Dly (s/v)	-	-	18.7	-	42.8
HCM Lane LOS	-	-	C	-	E
HCM 95th %tile Q(veh)	-	-	0.1	-	1.8

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

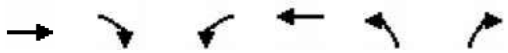
Intersection	
Int Delay, s/veh	0

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	1	0	2018	1236	1	0	0
Future Vol, veh/h	1	0	2018	1236	1	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	245	-	-	-	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	1	0	2170	1329	1	0	0

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1330	1330	0	-	0	2417	665
Stage 1	-	-	-	-	-	1330	-
Stage 2	-	-	-	-	-	1087	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	203	515	-	-	-	27	402
Stage 1	-	-	-	-	-	211	-
Stage 2	-	-	-	-	-	285	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	203	203	-	-	-	27	402
Mov Cap-2 Maneuver	-	-	-	-	-	160	-
Stage 1	-	-	-	-	-	210	-
Stage 2	-	-	-	-	-	285	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.01	0	0
HCM LOS			A

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	203	-	-
HCM Lane V/C Ratio	-	-	0.005	-	-
HCM Ctrl Dly (s/v)	-	-	22.8	-	0
HCM Lane LOS	-	-	C	-	A
HCM 95th %tile Q(veh)	-	-	0	-	-



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	1199	823	45	786	568	86
Future Volume (veh/h)	1199	823	45	786	568	86
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1856	1826	1856	1856
Adj Flow Rate, veh/h	1363	0	51	893	645	98
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	3	2	3	5	3	3
Cap, veh/h	1647		110	2107	794	364
Arrive On Green	0.47	0.00	0.06	0.61	0.23	0.23
Sat Flow, veh/h	3618	1585	1767	3561	3428	1572
Grp Volume(v), veh/h	1363	0	51	893	645	98
Grp Sat Flow(s),veh/h/ln	1763	1585	1767	1735	1714	1572
Q Serve(g_s), s	32.3	0.0	2.7	13.1	17.1	4.9
Cycle Q Clear(g_c), s	32.3	0.0	2.7	13.1	17.1	4.9
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1647		110	2107	794	364
V/C Ratio(X)	0.83		0.46	0.42	0.81	0.27
Avail Cap(c_a), veh/h	1647		459	2107	1068	490
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.3	0.0	43.6	10.0	35.0	30.3
Incr Delay (d2), s/veh	4.9	0.0	4.3	0.6	4.2	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	18.3	0.0	2.2	7.4	11.6	0.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	27.2	0.0	47.9	10.6	39.2	30.9
LnGrp LOS	C		D	B	D	C
Approach Vol, veh/h	1363			944	743	
Approach Delay, s/veh	27.2			12.6	38.1	
Approach LOS	C			B	D	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		66.0		30.3	13.5	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		15.1		19.1	4.7	34.3
Green Ext Time (p_c), s		8.7		3.2	0.1	7.5

Intersection Summary	
HCM 7th Control Delay, s/veh	25.4
HCM 7th LOS	C

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.1

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	2027	0	0	1340	0	21
Future Vol, veh/h	2027	0	0	1340	0	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2134	0	0	1411	0	22

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	1067
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	218
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	218
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	SE	NW	NE
HCM Ctrl Dly, s/v	0	0	23.38
HCM LOS			C

Minor Lane/Major Mvmt	NELn1	NWT	SET
Capacity (veh/h)	218	-	-
HCM Lane V/C Ratio	0.101	-	-
HCM Ctrl Dly (s/v)	23.4	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.3	-	-

Lane Group	EBU	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations							
Traffic Volume (vph)	9	2022	17	23	1331	0	0
Future Volume (vph)	9	2022	17	23	1331	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		405	455		0	0
Storage Lanes	1		1	1		0	0
Taper Length (ft)	50			50		25	
Satd. Flow (prot)	1770	3539	1583	1770	3539	0	0
Flt Permitted	0.950			0.950			
Satd. Flow (perm)	1770	3539	1583	1770	3539	0	0
Link Speed (mph)		55			55	30	
Link Distance (ft)		743			1334	649	
Travel Time (s)		9.2			16.5	14.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)							
Lane Group Flow (vph)	10	2198	18	25	1447	0	0
Sign Control		Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 59.2%		ICU Level of Service B	
Analysis Period (min) 15			



Movement	SEU	SET	SER	NWL	NWT	NEL	NER
Lane Configurations							
Traffic Volume (veh/h)	2	1242	7	386	1722	161	344
Future Volume (veh/h)	2	1242	7	386	1722	161	344
Initial Q (Qb), veh		0	0	0	0	0	0
Lane Width Adj.		1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)			1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No	No	
Adj Sat Flow, veh/h/ln		1870	1870	1870	1870	1856	1870
Adj Flow Rate, veh/h		1307	7	406	1813	169	362
Peak Hour Factor		0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %		2	2	2	2	3	2
Cap, veh/h		1787	797	475	2493	303	490
Arrive On Green		0.50	0.50	0.14	0.70	0.17	0.17
Sat Flow, veh/h		3647	1585	3456	3647	1767	1585
Grp Volume(v), veh/h		1307	7	406	1813	169	362
Grp Sat Flow(s),veh/h/ln		1777	1585	1728	1777	1767	1585
Q Serve(g_s), s		35.4	0.3	14.0	38.0	10.7	21.0
Cycle Q Clear(g_c), s		35.4	0.3	14.0	38.0	10.7	21.0
Prop In Lane			1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		1787	797	475	2493	303	490
V/C Ratio(X)		0.73	0.01	0.85	0.73	0.56	0.74
Avail Cap(c_a), veh/h		1787	797	636	2493	303	490
HCM Platoon Ratio		1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh		23.9	15.2	51.6	11.1	46.4	37.8
Incr Delay (d2), s/veh		2.7	0.0	8.5	1.9	2.3	5.8
Initial Q Delay(d3), s/veh		0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln		20.1	0.2	10.5	17.7	8.5	1.4
Unsig. Movement Delay, s/veh							
LnGrp Delay(d), s/veh		26.6	15.2	60.1	13.0	48.7	43.7
LnGrp LOS		C	B	E	B	D	D
Approach Vol, veh/h		1314			2219	531	
Approach Delay, s/veh		26.5			21.6	45.3	
Approach LOS		C			C	D	

Timer - Assigned Phs	2		4	5	6	
Phs Duration (G+Y+Rc), s	93.3		29.0	24.3	69.0	
Change Period (Y+Rc), s	7.5		8.0	7.5	7.5	
Max Green Setting (Gmax), s	79.0		21.0	22.5	61.5	
Max Q Clear Time (g_c+I1), s	40.0		23.0	16.0	37.4	
Green Ext Time (p_c), s	25.3		0.0	0.8	12.7	

Intersection Summary	
HCM 7th Control Delay, s/veh	26.3
HCM 7th LOS	C

Notes

User approved ignoring U-Turning movement.

Intersection	
Int Delay, s/veh	1.2

Movement	SEU	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations							
Traffic Vol, veh/h	16	5	1562	1762	47	28	6
Future Vol, veh/h	16	5	1562	1762	47	28	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	455	-	-	455	0	-
Veh in Median Storage, #	-	-	0	0	-	2	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	3	2	2	2
Mvmt Flow	18	5	1716	1936	52	31	7

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	1936	1988	0	-	0	2841	968
Stage 1	-	-	-	-	-	1936	-
Stage 2	-	-	-	-	-	904	-
Critical Hdwy	6.44	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	-	5.84	-
Follow-up Hdwy	2.52	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	82	286	-	-	-	~ 14	254
Stage 1	-	-	-	-	-	99	-
Stage 2	-	-	-	-	-	355	-
Platoon blocked, %			-	-	-		
Mov Cap-1 Maneuver	96	96	-	-	-	~ 10	254
Mov Cap-2 Maneuver	-	-	-	-	-	69	-
Stage 1	-	-	-	-	-	75	-
Stage 2	-	-	-	-	-	355	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0.72	0	85.26
HCM LOS			F

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	96	-	80
HCM Lane V/C Ratio	-	-	0.24	-	0.47
HCM Ctrl Dly (s/v)	-	-	53.9	-	85.3
HCM Lane LOS	-	-	F	-	F
HCM 95th %tile Q(veh)	-	-	0.9	-	1.9

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

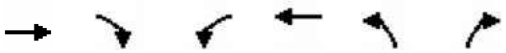
Intersection	
Int Delay, s/veh	0

Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Vol, veh/h	0	1591	1814	0	1	0
Future Vol, veh/h	0	1591	1814	0	1	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	245	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	2	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1693	1930	0	1	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1930	0	-	0	2776	965
Stage 1	-	-	-	-	1930	-
Stage 2	-	-	-	-	846	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	301	-	-	-	15	255
Stage 1	-	-	-	-	99	-
Stage 2	-	-	-	-	381	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	301	-	-	-	15	255
Mov Cap-2 Maneuver	-	-	-	-	91	-
Stage 1	-	-	-	-	99	-
Stage 2	-	-	-	-	381	-

Approach	SE	NW	SW
HCM Ctrl Dly, s/v	0	0	45.02
HCM LOS			E

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SWLn1
Capacity (veh/h)	-	-	301	-	91
HCM Lane V/C Ratio	-	-	-	-	0.012
HCM Ctrl Dly (s/v)	-	-	0	-	45
HCM Lane LOS	-	-	A	-	E
HCM 95th %tile Q(veh)	-	-	0	-	0



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	922	775	83	1101	997	77
Future Volume (veh/h)	922	775	83	1101	997	77
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1856	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	971	0	87	1159	1049	81
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	3	2	2	2	2	2
Cap, veh/h	1507		123	2018	985	452
Arrive On Green	0.43	0.00	0.07	0.57	0.28	0.28
Sat Flow, veh/h	3618	1585	1781	3647	3456	1585
Grp Volume(v), veh/h	971	0	87	1159	1049	81
Grp Sat Flow(s),veh/h/ln	1763	1585	1781	1777	1728	1585
Q Serve(g_s), s	22.9	0.0	5.0	22.0	30.0	4.1
Cycle Q Clear(g_c), s	22.9	0.0	5.0	22.0	30.0	4.1
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1507		123	2018	985	452
V/C Ratio(X)	0.64		0.71	0.57	1.07	0.18
Avail Cap(c_a), veh/h	1507		423	2018	985	452
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.8	0.0	47.9	14.6	37.6	28.4
Incr Delay (d2), s/veh	2.1	0.0	10.0	1.2	47.8	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	13.9	0.0	4.4	12.3	26.5	7.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	26.0	0.0	57.9	15.8	85.4	28.6
LnGrp LOS	C		E	B	F	C
Approach Vol, veh/h	971			1246	1130	
Approach Delay, s/veh	26.0			18.7	81.4	
Approach LOS	C			B	F	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		67.3		38.0	14.8	52.5
Change Period (Y+Rc), s		7.5		8.0	7.5	7.5
Max Green Setting (Gmax), s		45.0		30.0	25.0	45.0
Max Q Clear Time (g_c+I1), s		24.0		32.0	7.0	24.9
Green Ext Time (p_c), s		10.2		0.0	0.3	8.2

Intersection Summary	
HCM 7th Control Delay, s/veh	42.0
HCM 7th LOS	D

Notes

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	0.4

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations						
Traffic Vol, veh/h	1685	0	0	2094	0	77
Future Vol, veh/h	1685	0	0	2094	0	77
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1774	0	0	2204	0	81

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	887
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	287
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	287
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	SE	NW	NE
HCM Ctrl Dly, s/v	0	0	22.39
HCM LOS			C

Minor Lane/Major Mvmt	NELn1	NWT	SET
Capacity (veh/h)	287	-	-
HCM Lane V/C Ratio	0.282	-	-
HCM Ctrl Dly (s/v)	22.4	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	1.1	-	-



Lane Group	EBU	EBT	EBR	WBL	WBT	NEL	NER
Lane Configurations							
Traffic Volume (vph)	21	1686	29	40	2058	0	0
Future Volume (vph)	21	1686	29	40	2058	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	350		405	455		0	0
Storage Lanes	1		1	1		0	0
Taper Length (ft)	50			50		25	
Satd. Flow (prot)	1770	3539	1583	1770	3539	0	0
Flt Permitted	0.950			0.950			
Satd. Flow (perm)	1770	3539	1583	1770	3539	0	0
Link Speed (mph)		55			55	30	
Link Distance (ft)		621			1453	430	
Travel Time (s)		7.7			18.0	9.8	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Shared Lane Traffic (%)							
Lane Group Flow (vph)	22	1775	31	42	2166	0	0
Sign Control		Free			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 60.2%		ICU Level of Service B	
Analysis Period (min) 15			

APPENDIX K

Safety Analysis

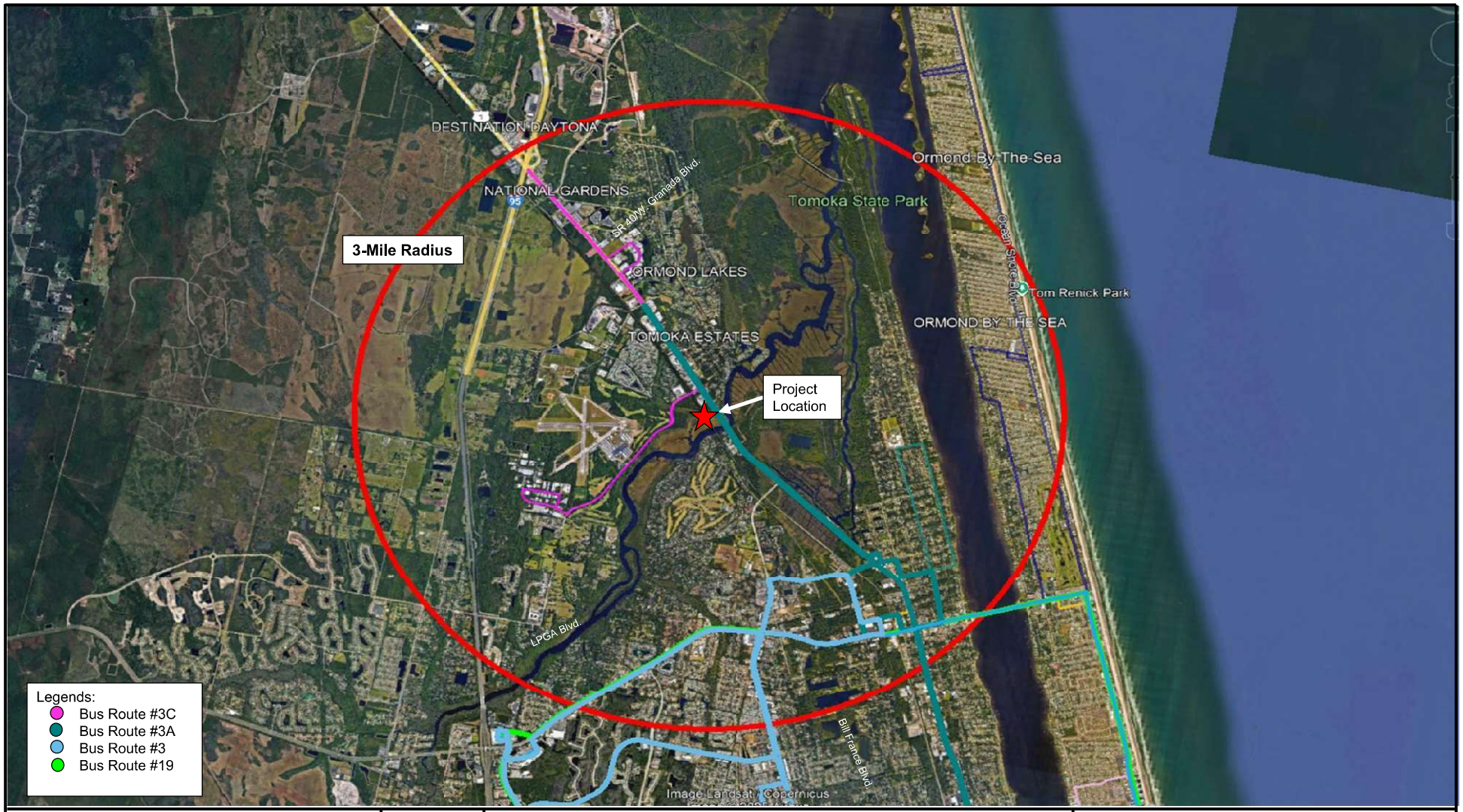
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		INTERSECTING ROUTE:	NA		M.P.:	-		ENGINEER:	GAG	
		STUDY PERIOD FROM:	7/12/1905		TO:	7/16/1905		DATE:	9/12/2025	
NO.	DATE	DAY	TIME	FATALITIES	INJURIES	PROPERTY DAMAGE	DAY / NIGHT	WET / DRY	CONTRIBUTING CAUSE	
1	7/23/2022	Saturday	11:48 PM	-	-	$ 10,000.00	Night	Dry	Animal	
2	3/7/2023	Tuesday	10:00 PM	-	1	$ 3,000.00	Night	Dry	Motor Vehicle in Transport	
3	3/10/2023	Friday	5:54 PM	-	1	$ 2,000.00	Day	Dry	Motor Vehicle in Transport	

TOTALS

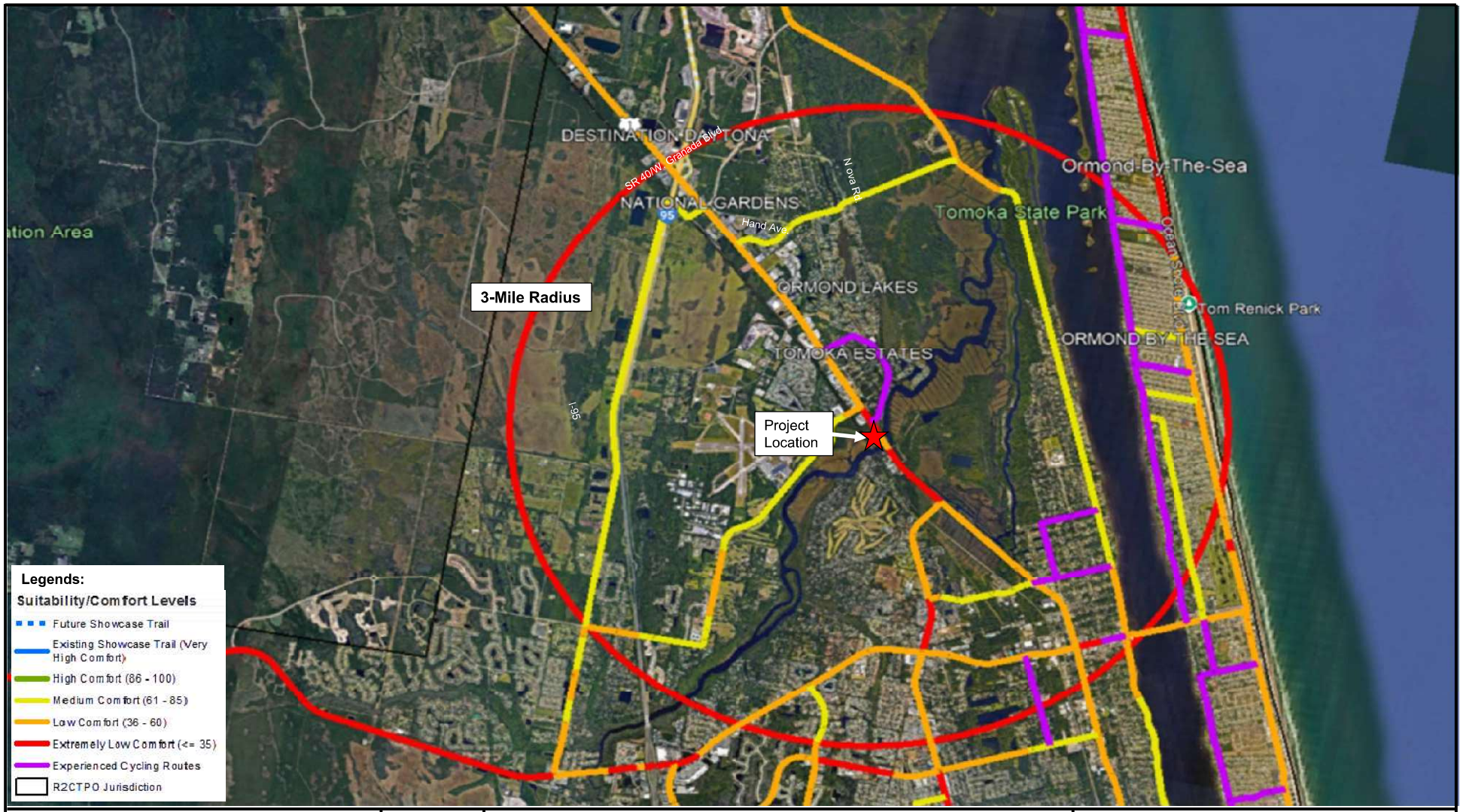
CRASHES	FATALITIES	INJURIES	P.D.	ANGLE	ANIMAL	BICYCLE	HEAD ON	LEFT TURN	OFF ROAD
3	0	2	$ 15,000.00	0	1	0	0	0	0
	DAY / NIGHT	WET / DRY	D.U.I.	OTHER/UNKNOWN	PEDESTRIAN	REAR END	RIGHT TURN	ROLLOVER	SIDESWIPE
	1 / 2	0 / 3	0	0	0	0	0	0	2

APPENDIX L

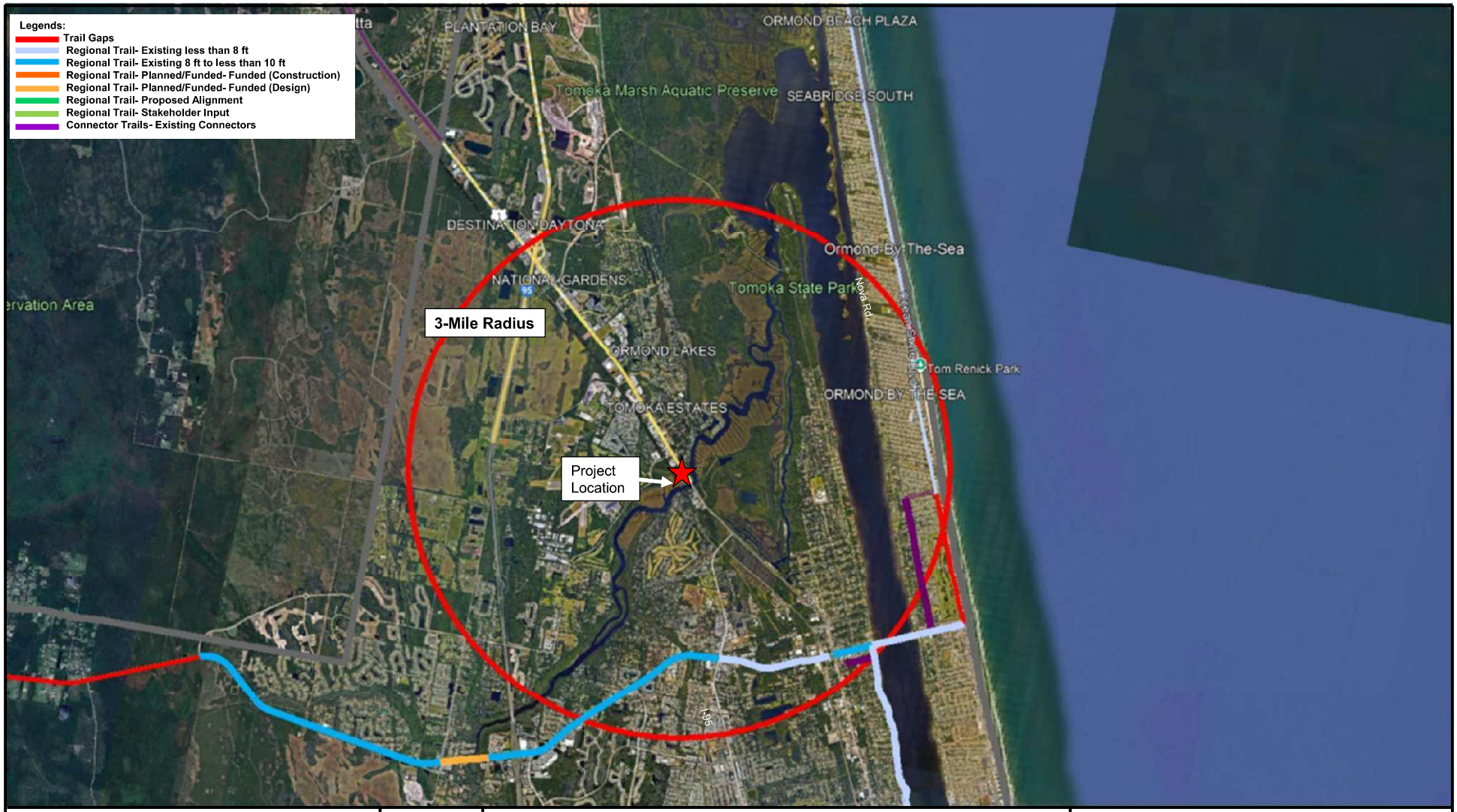
Alternative Mode Analysis



Tomoka Commerce Park	N NTS	LTG Engineering & Planning	**Bus Route Service Map** Project No.: 6207.03 | Appendix



Tomoka Commerce Park	N NTS	LTG Engineering & Planning	**Bicycle Suitability Map** Project No.: 6207.03 | Appendix



Tomoka Commerce Park	N NTS	LTG Engineering & Planning	**Trail Gaps, Regional Trail Segments and Connector Trails Map** Project No.: 6207.03 | Appendix

APPENDIX M

NCHRP 457 Turn Lane Warrants

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadw ay
Variable	Value
Major-road speed, mph:	55
Major-road volume (one direction), veh/h:	2048
Right-turn volume, veh/h:	17

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	8
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	

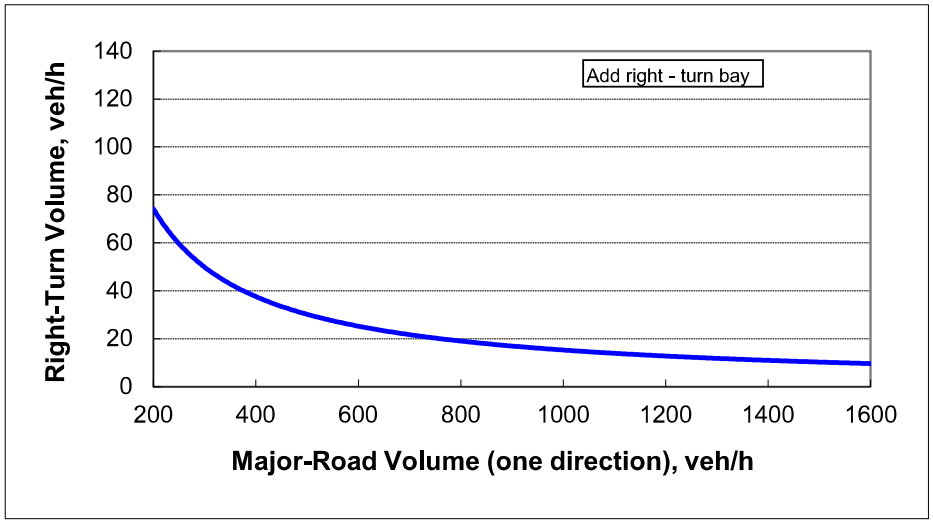


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadw ay
Variable	Value
Major-road speed, mph:	55
Major-road volume (one direction), veh/h:	1736
Right-turn volume, veh/h:	29

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	9
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	

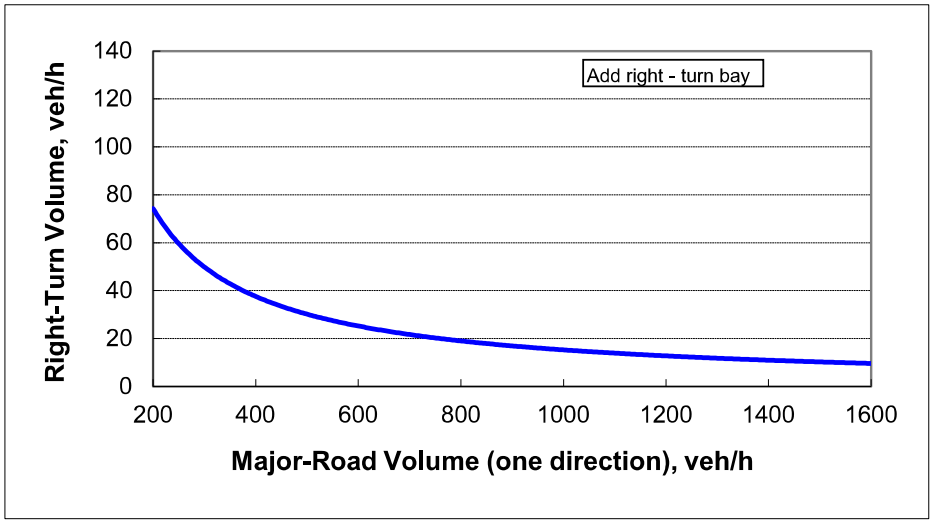


Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

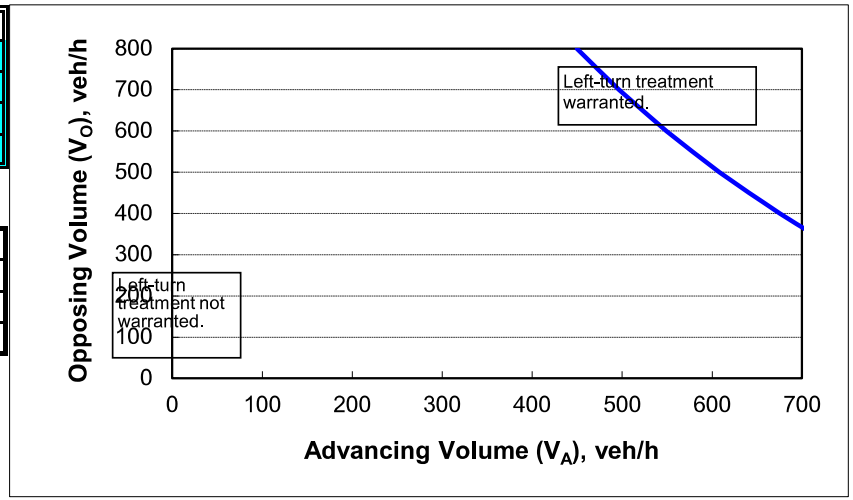
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	55
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	1354
Opposing volume (V_O), veh/h:	2048

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	137
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

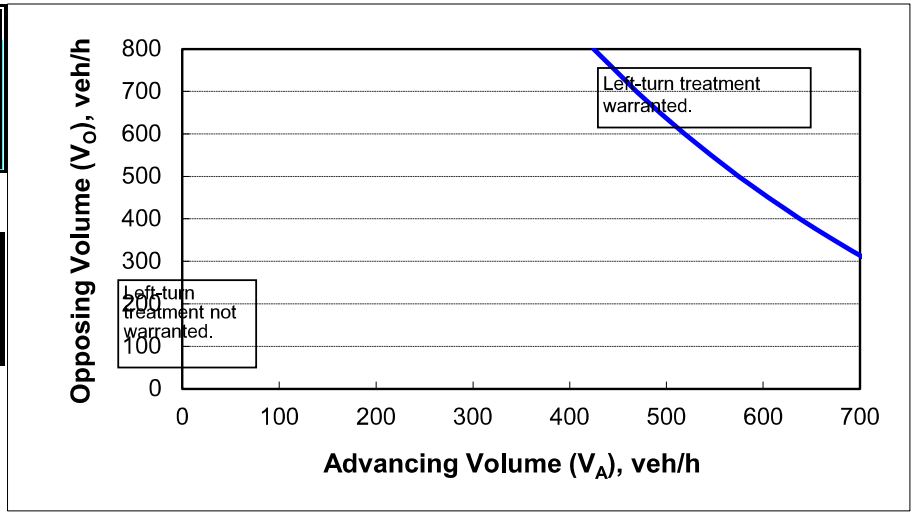
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	55
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	2098
Opposing volume (V_O), veh/h:	1736

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	174
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

ATTACHMENT 4

Environmental information

BIOLOGICAL CONSULTING SERVICES, INC.

ENDANGERED AND THREATENED SPECIES REPORT

for

TOMOKA COMMERCE PARK

for Submittal to:

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

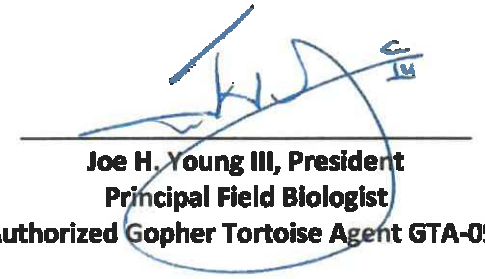
Prepared for:

890 N US Hwy 1, LLC
1451 N US Highway 1 Suite 14
Ormond Beach, Florida 32141

Prepared by:

Biological Consulting Services, Inc.
802 Magnolia Street
New Smyrna Beach, Florida 32168

March 2025



Joe H. Young III, President
Principal Field Biologist
FFWCC Authorized Gopher Tortoise Agent GTA-09-00127H

INDEX

1.0 SITE LOCATION AND DESCRIPTION 1
- **1.1 Site Location Map 2**
- **1.2 USGS Quadrangle Excerpt Exhibit 3**
- **1.3 Aerial Exhibit 4**

2.0 SOIL SURVEY 5
- **2.1 Soil Map Excerpt Exhibit 7**

3.0 FLORIDA LAND COVER CLASSIFICATION SYSTEM 8
- **3.1 Vegetative Communities 8**
- **3.2 FLCCS Exhibit 9**

4.0 POTENTIAL ENDANGERED AND THREATENED SPECIES DISTRIBUTION 10
- **4.1 Volusia County Protected Species Distribution Chart 11**

5.0 ENDANGERED AND THREATENED SPECIES 14
- **5.1 Mammals 14**
- **5.2 Amphibians and Reptiles 14**
- **5.3 Invertebrates 15**
- **5.4 Fish 15**
- **5.5 Birds 15**
- **5.6 Plants 15**

6.0 PROCESS OF REVIEW 17
- **6.1 Transect Review Areas Map 18**
- **6.2 Eagle Nest Proximity Exhibit 19**

7.0 CONCLUSIONS AND RECOMMENDATIONS 20

8.0 REGULATIONS AND ENFORCEMENT OF "TAKING" OF GOPHER TORTOISE BY DEVELOPMENT ACTIVITIES UNDER EXISTING RULES OF THE FLORIDA GAME AND FRESH WATER FISH COMMISSION 21

9.0 REFERENCES 22

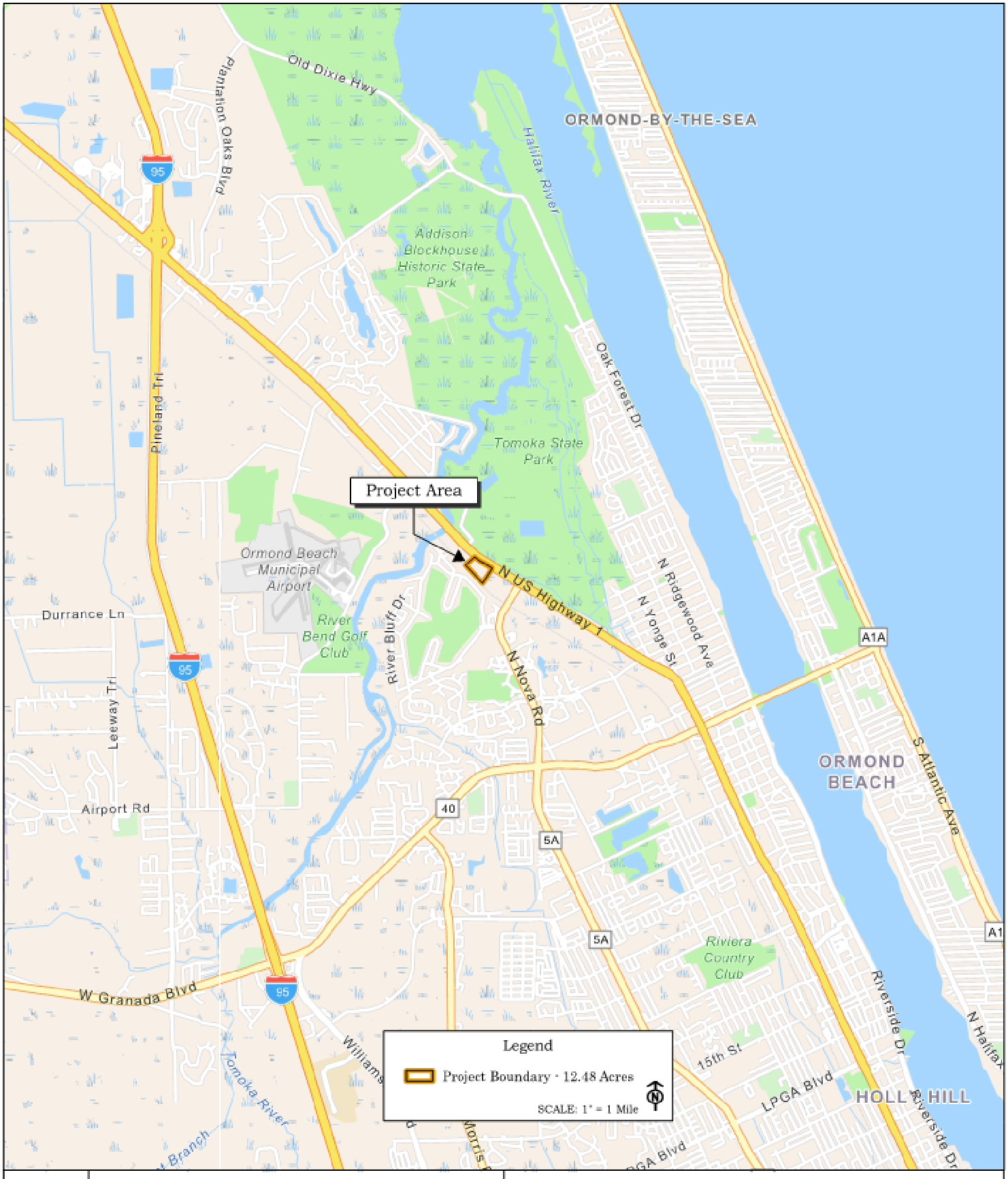
10.0 APPENDIX 23
- **10.1 Photo Station Map 24**
- **10.2 Photographs 25**

1.0 SITE LOCATION AND DESCRIPTION

The Tomoka Commerce Park project site is in Section 39, Township 14 South, Range 32 East, in Ormond Beach, Volusia County, Florida. The project site is located along the west side of North US Highway 1, north of State Road 40, and east of Interstate 95.

Pedestrian field surveys were conducted on January 10 and 23, 2025. The site was reviewed to determine the occurrence of threatened and endangered species, to identify vegetative communities that occur on the property, and to review the physical features (soils and topography). Plant communities were subsequently mapped and community types were classified utilizing the Florida Land Use, Cover and Forms Classification System (FLUCCS) (Florida Department of Transportation, 1999). The site consists of natural wooded areas. Adjacent land use consists of North US Highway 1 to the east, the Florida East Coast Railroad to the west, undeveloped land to the south and commercial property to the north.

The site topography is characterized as being gently sloping with elevations from the 14’ contour on the west side of the site down to the 3’ contour on the east side of the site according to Volusia County Property Appraiser LiDAR information.



1/19/2025

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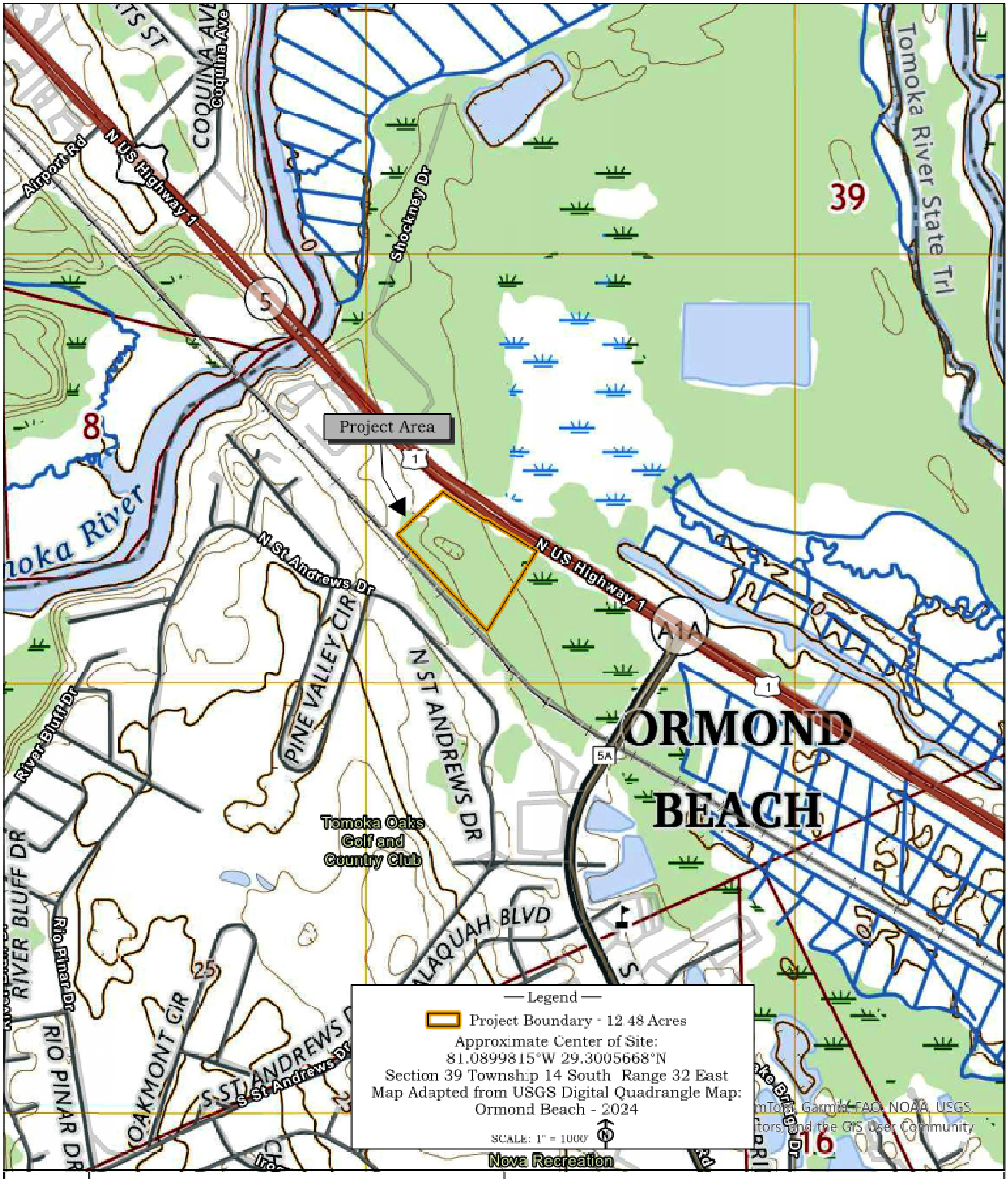
Joe H. Young III

Estuarine Field Biologist
802 Magnolia Street
New Smyrna Beach, FL 32168
386-423-3402
bioccon@bellsouth.net

Tomoka Commerce Park

Location Exhibit

Project Number 24-11115



1/19/2025

BIOLOGICAL CONSULTING SERVICES, INC.

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biocon@bellsouth.net

Tomoka Commerce Park

Quadrangle Exhibit

Project Number 24-11115

SCALE: 1" = 100'
0 35 50 100
Feet

1/19/2025

BIOLOGICAL CONSULTING SERVICES, INC.

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Tomoka Commerce Park

Aerial Exhibit

Project 24-11115

2.0 SOIL SURVEY

The Natural Resources Conservation Service Web Soil Survey (websoilsurvey.nrcs.usda.gov) indicates that the following soil types are found in this area. Normally vegetation within these soil types indicates hydric *(wetland)* or non-hydric *(non-wetland)* characteristics.

11 Bulow Sand, 0-5% Slopes
22 Electra Fine Sand, 0-5% Slopes
69 Tuscawilla Fine Sand

The soil survey is fairly accurate in the typing of soils; however, boundaries of the soils are sometimes poorly indicative of site conditions. Please review the Soils Map for soil type boundaries and the chart below for soil type/vegetation correlation for this site. The Natural Resources Conservation Service Web Soil Survey indicated that both upland and hydric soils would be present on this site, which was confirmed during the site visit.

UPLAND SOILS	WETLAND SOILS
11 – Bulow Sand, 0-5% Slopes	69 - Tuscawilla Fine Sand
22 – Electra Fine Sand, 0-5% Slopes	

Bulow sand, 0 to 5% slopes soil (11) is characterized as gently sloping soil on low narrow sand ridges on the mainland. The ridges represent a former coastline and generally run parallel to the coast. The water table is below 72 inches. Water and air move rapidly through this soil. The soil type has a "Moderately Suited" rating for gopher tortoise burrowing. These soils are suitable and somewhat favorable for burrowing by gopher tortoise. Some restrictive features may limit the use of the site to a minor extent. Colonization and population densities may be average to above for the area if the other habitat requirements are met. **Category: Non-hydric**

Electra fine sand, 0-5% slopes soil (22) is characterized as a somewhat poorly drained, nearly level soil, typically found in slightly elevated places in flatwoods. The water table is commonly at a depth of 20 to 40 inches for about 4 months, and drops below 40 inches during drier periods. Permeability is rapid to a depth of about 35 inches, moderate between depths of 35 and 41 inches, rapid between 41 and 57 inches, moderately slow between 57 and 78 inches and rapid below. The soil type has a "Highly Suited" rating for gopher tortoise burrowing. This soil type has no restrictions for use and is favorable for burrowing by gopher tortoises. Colonization and population densities may be above average if other habitat factors are not limiting. **Category: Non-hydric**

Tuscawilla fine sand soil (69) is defined as nearly level, poorly drained soil which occurs in broad hammocks near the coast. The water table is within a depth of 10 inches for 2 to 6 months in most years. Permeability is rapid in the sandy layers and moderately slow in the loamy layers. The soil type has an "Unsuitable" rating for gopher tortoise burrowing. This soil has characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. **Category: Hydric**

Hydric soils were mapped on this site, and field review confirmed hydric soils were observed on site within the wetland. The other soil types either indicated upland characteristics, or field review verified upland species were the dominant vegetation indicating non-hydric conditions. The other wetlands that occur onsite appear to have been dug out of the upland soils on the west side of the site.

The depth to water table attribute was analyzed using the Natural Resource Conservation Service Web Soil Survey for this site (www.websoilsurvey.usda.nrcs.gov). The depth to water table is defined as the distance below grade that the saturated zone of the soil can be found within a specific soil type. The chart below lists the existing soils on site and the corresponding depth to water table.

SOILS ON SITE	DEPTH TO WATER TABLE	GOPHER TORTOISE BURROWING SUITABILITY
11 – Bulow Sand, 0-5% Slopes	>200 cm (>6’ 7”)	Moderately Suited
22 – Electra Fine Sand, 0-5% Slopes	76 cm (2’ 6”)	Highly Suited
69 – Tuscawilla Fine Sand	8 cm (0’ 3”)	Unsuitable

SCALE: 1" = 100'

0 25 50 100 Feet

1/19/2025

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Tomoka Commerce Park

Soils Exhibit

Project 24-11115

3.0 FLORIDA LAND USE COVER & FORMS CLASSIFICATION SYSTEM

The vegetative communities and land uses on the project site were field verified, and the site was mapped utilizing the Florida Land Use, Cover and Forms Classification System (FLUCCS, FDOT, 1999). Five (5) land use and cover types were identified in and around the project site.

425 Temperate Hardwoods
510 Streams & Waterways (ditch)
616 Inland Ponds & Sloughs
620 Wetland Coniferous Forests
630 Wetland Forested Mixed

3.1 VEGETATIVE COMMUNITIES

The vegetative communities encountered on the site with the dominant vegetative cover are listed below:

#425 – Temperate Hardwoods: This community is found over a majority of the site, and is dominated by **Slash pine** *(Pinus elliottii)* and **Live oak** *(Quercus virginiana)* in the canopy and **Saw palmetto** *(Serenoa repens)* in the understory. Other components observed within this community were **Pignut Hickory** (*Carya glabra*), **Sand Live oak** (*Quercus geminata*), **Long Leaf Pine** *(Pinus palustris),* **Cabbage palm** *(Sabal palmetto),* **Southern Magnolia** *(Magnolia grandiflora),* **Southern Red Cedar** *(Juniperus silicicola),* **Yaupon holly** *(Ilex vomitoria),* **Staggerbush** *(Lyonia ferruginea),* **Coontie** *(Zamia spp.),* and **Wild Olive** *(Cartrema floridanum).*

#510 – Streams and Waterways: This classification is for the upland cut ditch that occurs on site connecting Wetland B to Wetland A. This ditch has very minimal vegetation, and intermittently connects System B to System A during heavy storm events. In addition, there is a tree growing in the middle of the ditch that blocks the flow to Wetland A from Wetland B. This area has been classified as a surface water.

#616 – Inland Ponds and Sloughs: This classification is for the small isolated pond (Wetland C) that occurs in the west portion of the site. It appears that the pond was man-made historically. The pond occurs in an area of the site mapped with non-hydric soils. The pond contains minimal vegetation.

#620 - Wetland Coniferous Forests: This community is found in a small isolated system (Wetland B) near the west side of the site and consists of 0.44 acres. This wetland is an area that was a man-made borrow pit. The community is dominated by **Slash pine** *(Pinus elliotti)*, in the canopy, **Red maple** *(Acer rubrum)* in the subcanopy, and **Cabbage palm** in the understory.

#630 - Wetland Forested Mixed: This community is found on the east side of the site (Wetland A) and consists of 1.02 acres. The community is dominated by a mix of wetland hardwoods in the canopy and **Cabbage palm** in the understory. Other components observed within this community were **Slash pine** (*Pinus elliottii*), **Southern Magnolia** (*Magnolia grandiflora*), **Live Oak** *(Quercus virginiana),* **Tupelo** *(Nyssa sylvatica),* **Red maple** *(Acer rubrum),* **Southern Red Cedar** *(Juniperus silicicola),* **Wax myrtle** *(Myrica cerifera),* **Dahoon holly** *(Ilex cassine),* **Cinnamon fern** *(Osmunda cinnamomea),* **Chain fern** *(Woodwardia virginica),* **Royal fern** *(Osmunda regalis)* and **Jack-in-the-pulpit** *(Arisaema triphyllum).*

1/19/2025

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Tomoka Commerce Park

FLUCCS Exhibit

Project 24-11115

4.0 POTENTIAL ENDANGERED AND THREATENED SPECIES DISTRIBUTION

The vegetative composition on site consists of the Temperate Hardwoods (425), Streams & Waterways (510), Inland Ponds & Sloughs (616), Wetland Coniferous Forests (620) and Wetland Forested Mixed (630) communities. Major emphasis was given to the protected species that might inhabit these vegetative cover types.

A list of species with the potential for occurrence on-site and which are afforded protection by the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service (USFWS) was compiled prior to the protected species survey, based on a literature review of geographic range and preferred habitat. The protected species distribution chart contains the designated status of protected wildlife species with the potential for occurrence on this project.

4.1 VOLUSIA COUNTY PROTECTED SPECIES DISTRIBUTION CHART

The following protected species could potentially utilize the site:

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURANCE
MAMMALS			
Florida Black Bear	*Ursus americanus floridanus*	delisted	Minor habitat available not observed on site
Florida Panther	*Felis concolor coryi*	FE	Minor habitat available not observed on site
BIRDS			
Bald Eagle	*Haliaeetus leucocephalus*	delisted	Minor habitat available not observed on site
Roseate Spoonbill	*Ajaia ajaja*	ST	Minor habitat available not observed on site
Southeastern American Kestrel	*Falco sparverius paulus*	ST	Minor habitat available not observed on site
Tricolored Heron	*Egretta tricolor*	ST	Minor habitat available not observed on site
Wood Stork	*Mycteria americana*	FT	Minor habitat available not observed on site
AMPHIBIANS & REPTILES			
American Alligator	*Alligator mississippiensis*	FT (S/A)	Minor habitat available not observed on site
Eastern Indigo Snake	*Drymarchon corais couperi*	FT	Minor habitat available not observed on site
Gopher Tortoise	*Gopherus polyphemus*	ST	Minor habitat available not observed on site
PLANTS			
American chaffseed	*Schwalbea americana*	E	Minor habitat available not observed on site
Angle-pod	*Matelea gonocarpos*	T	Minor habitat available not observed on site
Auricled spleenwort	*Asplenium erosum*	E	Minor habitat available not observed on site
Bird's nest spleenwort	*Asplenium serratum*	E	Minor habitat available not observed on site
Blue flowered butterwort	*Pinguicula caerulea*	T	Minor habitat available not observed on site
Brittle maidenhair fern	*Adiantum tenerum*	E	Minor habitat available not observed on site
Celestial lily	*Nemastylis floridana*	E	Minor habitat available not observed on site
Chapman's sedge	*Carex chapmannii*	T	Minor habitat available not observed on site
Cinnamon Fern	*Osmunda cinnamomea*	CE	Minor habitat available observed on site
Common wild pine	*Tillandsia fasciculata*	E	Minor habitat available not observed on site

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURANCE
PLANTS			
Coontie (all native species)	*Zamia spp.*	CE	Minor habitat available observed on site
Dwarf spleenwort	*Asplenium pumilum*	E	Minor habitat available not observed on site
Florida butterfly orchid	*Encyclia tampensis*	CE	Minor habitat available not observed on site
Florida jointtail grass	*Coelorachis tuberculosa (Manisuris tuberculosa)*	T	Minor habitat available not observed on site
Florida mountain-mint	*Pycnanthemum floridanum*	T	Minor habitat available not observed on site
Godfrey's sandwort	*Minuartia godfreyi*	E	Minor habitat available not observed on site
Great wild pine	*Tillandsia utriculata*	E	Minor habitat available not observed on site
Green-fly orchid	*Epidendrum conopseum*	CE	Minor habitat available not observed on site
Hand Fern	*Ophioglossum palmatum*	E	Minor habitat available not observed on site
Hartwrightia	*Hartwrightia floridana*	T	Minor habitat available not observed on site
Hooded pitcherplant	*Sarracenia minor*	T	Minor habitat available not observed on site
Indian plantain	*Arnoglossum diversifolium*	T	Minor habitat available not observed on site
Indian pumpkin (Okeechobee gourd)	*Cucurbita okeechobeensis*	E	Minor habitat available not observed on site
Leafless beaked orchid	*Stenorrhynchos lanceolatus (Spiranthes lanceolata)*	T	Minor habitat available not observed on site
Low peperomia	*Peperomia humilis*	E	Minor habitat available not observed on site
Naked wood	*Myrcianthes fragrans*	T	Minor habitat available not observed on site
Needle Palm	*Rhapidophyllum hystrix*	CE	Minor habitat available not observed on site
Nodding club-moss	*Lycopodium cernuum (Lycopodiella cernua)*	CE	Minor habitat available not observed on site
Pigmy-pipes	*Monotropsis oderata*	E	Minor habitat available not observed on site
Plume polypody	*Pecluma plumula*	E	Minor habitat available not observed on site
Rainlily	*Zephyranthes atamasca*	T	Minor habitat available not observed on site
Rose pogonia	*Pogonia ophioglossoides*	T	Minor habitat available not observed on site
Royal fern	*Osmunda regalis*	CE	Minor habitat available observed on site

COMMON NAME	*SCIENTIFIC NAME*	STATUS	POTENTIAL OF OCCURANCE
PLANTS			
Simpson zephyr lily	*Zephyranthes simpsonii*	T	Minor habitat available not observed on site
Snowy orchid	*Platanthera nivea (Habenaria nivea)*	T	Minor habitat available not observed on site
Southern tubercled orchid	*Platanthera flava*	T	Minor habitat available not observed on site
Swamp plume polypody	*Pecluma ptilodon*	E	Minor habitat available not observed on site
Tampa vervain	*Verbena tampensis (Glandularia tampensis)*	E	Minor habitat available not observed on site
Water sundew	*Drosera intermedia*	T	Minor habitat available not observed on site
Widespread polypody	*Pecluma dispersa*	E	Minor habitat available not observed on site
Yellow flowered butterwort	*Pinguicula lutea*	T	Minor habitat available not observed on site
Yellow fringed orchid	*Platanthera ciliaris*	T	Minor habitat available not observed on site
Yellow star anise	*Illicium parviflorum*	E	Minor habitat available not observed on site

LEGAL STATUS LEGEND

STATE AND FEDERAL STATUS (FAUNA ONLY)

CODE	DEFINITION
FE	Federally-designated Endangered
FT	Federally-designated Threatened
FXN	Federally-designated Threatened Nonessential Experimental Population
FT(S/A)	Federally-designated Threatened species due to similarity of appearance
ST	State-designated Threatened
SSC	State-designated Species of Special Concern

FDA STATUS (FLORA ONLY)

CODE	DEFINITION
E	Endangered
T	Threatened
CE	Commercially Exploited

5.0 ENDANGERED AND THREATENED SPECIES

5.1 Mammals

The endangered **Florida Panther** *(Felis concolor coryi)* is found in a wide variety of habitat types, but requires a large range and substantial food source to survive. The **Florida Black Bear** (*Ursus americanus floridanus*) is known to inhabit community types that occur on-site, and require a large range to support the necessary food supply. It is possible for both species to roam through this site.

Neither of these species or any signs of their utilization were observed during the site reviews.

5.2 Amphibians and Reptiles

The threatened **Gopher Tortoise** (*Gopherus polyphemus*) was a species of concern because some of the site could potentially provide habitat for this species. Gopher tortoises prefer well-drained, sandy soils found in habitats such as longleaf pine sandhills, xeric oak hammocks, scrub, pine flatwoods, dry prairies, and coastal dunes. They are also found in a variety of disturbed habitats including pastures and urban areas. Suitable gopher tortoise habitat contains well-drained sandy soils for digging burrows and nesting, abundant herbaceous plants for forage, and open, sunny areas with sparse canopy for nesting and basking.

The site was reviewed extensively through the transect methodology outlined in the Florida Game and Fresh Water Fish Commission (FFWCC) Gopher Tortoise Permitting Guidelines (April 2008, Revised April 2023). Per the Guidelines, a burrow survey covering a minimum of 15% of the potential gopher tortoise habitat to be impacted by development activities (including staging areas for heavy equipment) is required to apply for a relocation permit (a 100% burrow survey is required for a 10 or Fewer Burrows Permit).

Some commensal species are known to inhabit Gopher Tortoise burrows such as the threatened **Eastern Indigo Snake** *(Drymarchon corais couperi*). Over most of its range, the eastern indigo snake inhabits pine flatwoods, scrubby flatwoods, high pine, dry prairie, tropical hardwood hammocks, edges of freshwater marshes, agricultural fields, coastal dunes, and human-altered habitats. Eastern indigo snakes appear to need a mosaic of habitats to complete their life cycle. Wherever the eastern indigo snake occurs in xeric habitat, it is closely associated with the gopher tortoise.

The wetlands could provide habitat for the threatened **American Alligator** *(Alligator mississippiensis).*

No protected amphibians or reptiles or signs of their utilization were noted on the site during the review.

5.3 Invertebrates

Very few invertebrates are listed by the State of Florida as Endangered or Threatened, and of the species listed, none occur within the habitat found on this project site.

5.4 Fish

No protected fish species were observed on the site in the area of proposed impact due to the lack of their specific habitat type.

5.5 Birds

There are a moderate number of birds that could potentially utilize the habitats available on the site. The upland community could provide foraging and/or nesting habitat the threatened **Southeastern American Kestrel** (*Falco sparverius paulus*), and the **Bald Eagle** (*Haliaeetus leucocephalus*).

The wetland community could provide habitat for the threatened **Wood Stork** (*Mycteria americana)*, the threatened **Tricolored Heron** *(Egretta tricolor)*, and the threatened **Roseate Spoonbill** *(Ajaja ajaja)*.

The Bald eagle is no longer listed or protected under the Endangered and Threatened Species Act of 1973 and removed from the Florida's Endangered and Threatened Species List. However, the bald eagle is still protected under provisions of the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Known bald eagle nesting territories within the state of Florida were surveyed by the Florida Fish and Wildlife Conservation Commission (FWC) during the 2016 nesting season. Nest locations were determined with the use of aircraft-based Global Positioning System (GPS) units. A review of the FWC mapping for documented bald eagle nests and a review of the Audubon Florida EagleWatch mapping of non-documented nests revealed that there are no Eagle nests located within 660' of the project site. Additionally, no eagle nest was observed during the reviews of the site.

A review of the U.S. Fish and Wildlife Service Wood Stork Nesting Colonies and Core Foraging Areas Data (2008-2019) revealed that the project site does not contain a documented nesting Wood Stork colony and falls outside of documented Wood Stork Core Foraging Areas.

No protected birds or signs of their utilization of the site were observed on site.

5.6 Plants

The vegetative communities on site could provide habitat for a variety of protected plants. This plant listing can be found in the Potential Species Distribution List. Three species were observed on-site; the commercially exploited **Cinnamon fern** (*Osmunda cinnamomea*), the commercially exploited **Coontie** *(Zamia pumila)* and the commercially exploited **Royal fern** *(Osmunda regalis).* The harvesting of these

species for commercial gain, is not allowed. However, the listing of these species poses no restrictions towards the development of the subject site. According to Section 581.185 (8), Florida Statutes, certain exemptions apply to the clearing and removal of protected plant species on lands that will be utilized for silvicultural or agricultural uses, fire control measures, or required mining assessment work. The clearing or removal of regulated plants from canals, ditches, survey lines, building sites or roads or other right-of-ways by the landowner or his or her agent is also exempt on privately owned lands. On utility areas, the clearing of land by a public agency or a publicly or privately owned utility when acting in the performance of its obligation to provide a service to the public is also exempt. Listed plant species found on this site (if any) fall under one of the exemptions listed above and may be removed if needed.

6.0 PROCESS OF REVIEW

Literature research utilizing the previously listed references was conducted to determine potential species distribution. Utilization of aerials, soils maps, and topographical surveys *(USGS quadrangle)* were combined to assess the physical parameters of the site for habitat evaluation. Site reviews were conducted on January 10, and 23, 2025, for the purpose of reviewing all aspects of the project and observations were made in reference to the presence of potential protected species.

The site was reviewed extensively through the transect methodology outlined in the Florida Game and Fresh Water Fish Commission (FFWCC) Gopher Tortoise Permitting Guidelines (April 2008, Revised April 2023). Per the Guidelines, a burrow survey covering a minimum of 15% of the potential gopher tortoise habitat to be impacted by development activities (including staging areas for heavy equipment) is required to apply for a relocation permit (a 100% burrow survey is required to apply for a 10 or Fewer Burrows Permit). This site has no potential gopher tortoise habitat. No gopher tortoise burrows were observed on site during the transect survey reviews. Suitable gopher tortoise habitat contains well-drained sandy soils for digging burrows and nesting, abundant herbaceous plants for forage, and open, sunny areas with sparse canopy for nesting and basking. While the Tomoka Commerce Park site does contain soils suitable for gopher tortoise burrowing (Electra fine sand, 0-5% slopes and Bulow sand, 0-5% slopes), the site has dense canopy cover, making it unsuitable for gopher tortoise utilization. The gopher tortoise burrow survey was conducted by FFWCC Authorized Gopher Tortoise Agent Joe H. Young III (GTA-09-00127H). The total review of this site covered 5.89± acres. The method of evaluation for all potential species was accomplished by pedestrian observation.

SCALE: 1" = 100'

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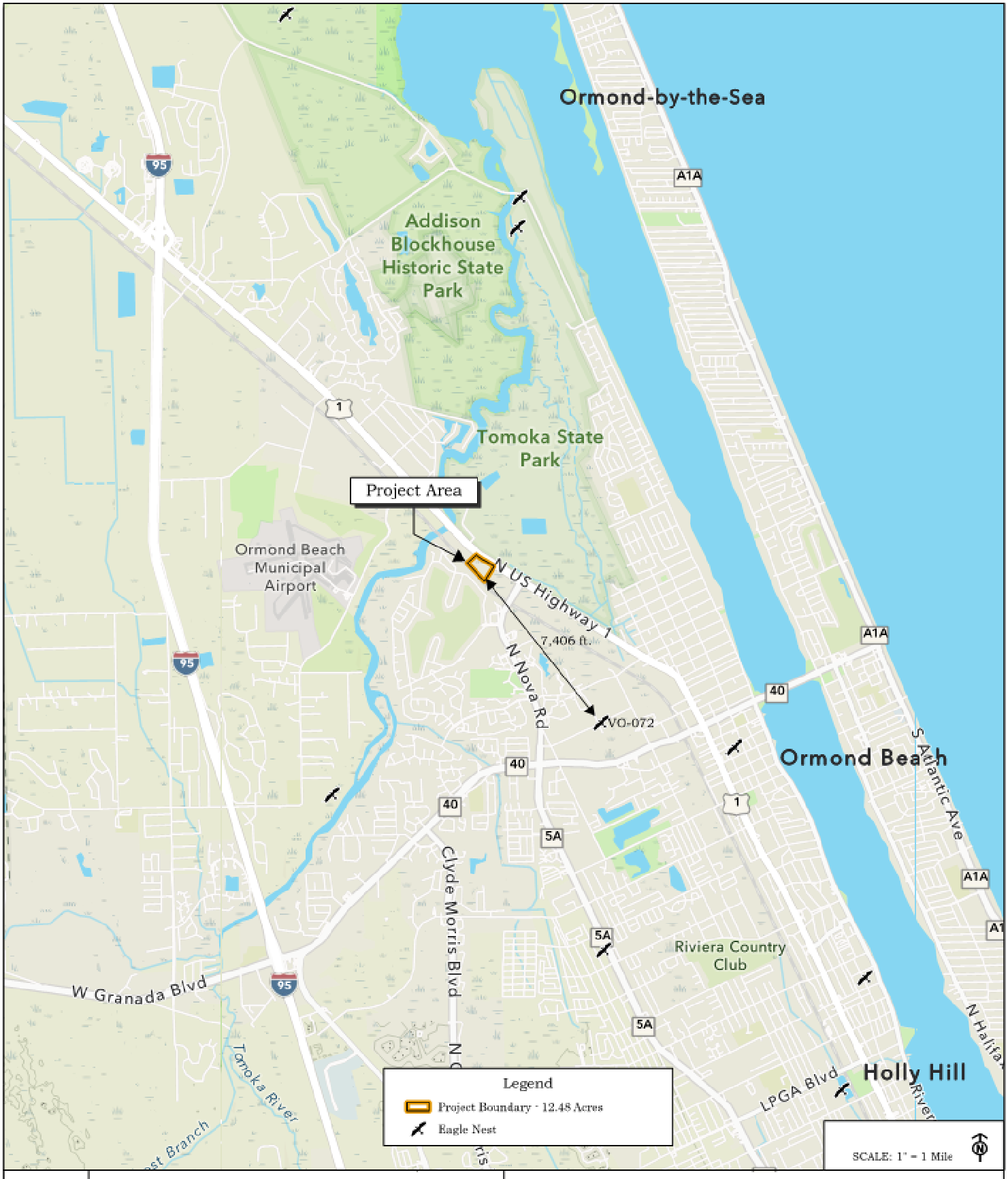
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Tomoka Commerce Park

Transect Review Area Exhibit

Project 24-11115



1/19/2025

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Tomoka Commerce Park

Eagle Nest Exhibit

Project Number 24-11115

7.0 CONCLUSIONS AND RECOMMENDATIONS

In conclusion, no protected species were observed on site, except for the three (3) plant species, which are exempt. The potential for utilization by faunal (animal) species appears to be low. Specifically, the potential for gopher tortoise utilization is low, probably due to the dense canopy closure and lack of donor population. Gopher Tortoises generally require a minimum of 35% open forest canopy for sunlight penetration to the ground for successful utilization.

This site was reviewed through a transect survey. It appears that no gopher tortoise burrows are to be affected by the development plan.

The results of this survey are valid for 90 days, per the FFWCC requirement that gopher tortoise surveys be conducted no more than 90 days prior to submittal of an application for gopher tortoise relocation.

It is my opinion that the development of this site should not adversely affect any protected species or their habitat. No impacts are expected to occur to the listed faunal species included in the protected species distribution chart (located within Section 5.1 of this report). While habitat is available on site for these species, no individuals or signs of their utilization were observed on site.

8.0 REGULATIONS AND ENFORCEMENT OF TAKING OF GOPHER TORTOISE BY DEVELOPMENT ACTIVITIES UNDER EXISTING RULES OF THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION.

The gopher tortoise (Gopherus polyphemus) is declared to be State-designated Threatened Species per Chapter 68A-27.003 Florida Endangered and Threatened Species List; Prohibitions.

Subparagraph 68A-27.003 (2)(f)5 F.A.C. states:

> *The gopher tortoise shall be afforded the protective provisions specified in this subparagraph. No person shall take, attempt to take, pursue, hunt, harass, capture, possess, sell, or transport any gopher tortoise or parts thereof or their eggs, or molest, damage, or destroy gopher tortoise burrows, except as authorized by Commission permit or when complying with the Gopher Tortoise Management Plan effective September 2012 herein incorporated by reference (http://www.flrules.org/Gateway/reference.asp?No=Ref-12192). A gopher tortoise burrow is a tunnel with a cross-section that closely approximates the shape of a gopher tortoise. Permits will be issued based upon whether issuance would further goals and objectives of the Management Plan and the Gopher Tortoise Permitting Guidelines effective July 2020, herein incorporated by reference (http://www.flrules.org/Gateway/reference.asp?No=Ref-12193).*

There are four available options to address the presence of gopher tortoises on lands slated for development:

1. Avoid developing in the area occupied by tortoises;
2. Develop as to avoid gopher tortoise burrows by avoiding concentrations of burrows altogether and/or staying at least 25 feet from entrances of individual burrows, provided that such activities do not harm gopher tortoise or violate rules protecting gopher tortoises;
3. Relocate tortoises on-site (permit required); or

Relocate tortoises off-site (permit required).

9.0 REFERENCES

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2. 26 Ecological Communities of Florida, Soil Conservation Service
3. Web Soil Survey, United States Department of Agriculture, National Resources Conservation Service, http://websoilsurvey.nrcs.usda.gov
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6. Rare and Endangered Biota of Florida, III, Amphibians and Reptiles, Edited by Paul E. Moler, Ray E Ashton, Jr., SERIES EDITOR
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10. Florida Land Use, Cover and Forms Classification System, Florida Department of Transportation, 1999.
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13. Gopher Tortoise Permitting Guidelines, Florida Fish and Wildlife Conservation Commission, April 2008 (Revised April 2023).
14. Atlas of Florida Vascular Plants, University of South Florida, Institute for Systemic Botany, http://www.plantatlas.usf.edu.
15. Audubon Center for Birds of Prey, Audubon EagleWatch Program https://cbop.audubon.org/conservation/about-eaglewatch-program

APPENDIX

PHOTO STATION MAP

PHOTOGRAPHS

SCALE: 1" = 100'

0 25 50 100 Feet

1/19/2025

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Tomoka Commerce Park

Photo Station Exhibit

Project 24-11115



Photo Station 1 (PS-1): Photo taken on the west side of the site looking north showing the upland community in this portion of the site.



Photo Station 2 (PS-2): Photo of Wetland C



Photo Station 3 (PS-3): Photo of Wetland B.



Photo Station 4 (PS-4): Photo above shows the upland cut ditch (Surface Water 1) that runs between Wetland A and Wetland B.



Photo Station 5 (PS-5): Photo taken looking west into the uplands west of Wetland A on the east side of the site.



Photo Station 6 (PS-6): Photo taken along property line near wetland flag A-11 looking east into Wetland A.

BIOLOGICAL CONSULTING SERVICES, INC.

STATEWIDE ENVIRONMENTAL RESOURCE PERMIT
SUPPORT DOCUMENT

for

TOMOKA COMMERCE PARK

For Submittal to:

St. Johns River Water Management District
Palm Bay Service Center
525 Community College Parkway S.E.
Palm Bay, Florida 32909

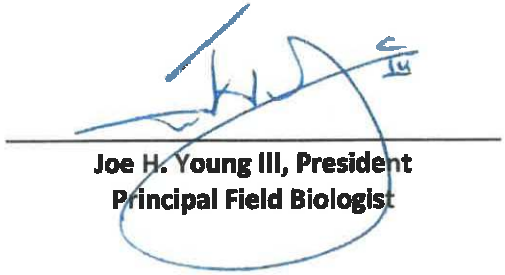
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March 2025



Joe H. Young III, President
Principal Field Biologist

INDEX

1.0 SITE LOCATION AND PROJECT DESCRIPTION 1

2.0 SITE TOPOGRAPHY 1
- **2.1 Location Map 2**
- **2.2 USGS Quadrangle Excerpt 3**
- **2.3 Aerial Exhibit 4**

3.0 SOIL SURVEY 5
- **3.1 NRCS Soil Map Excerpt 7**

4.0 FLORIDA LAND COVER CLASSIFICATION SYSTEM 8
- **4.1 Vegetative Communities 8**
- **4.2 FLUCCS Map 9**

5.0 WETLAND AND SURFACE WATERS DESCRIPTION 10
- **5.1 Wetland and Surface Water Systems Chart 10**
- **5.2 Wetland and Surface Waters Map 11**
- **5.3 Wetland Survey 12**

6.0 WETLAND AND SURFACE WATER IMPACTS 13
- **6.1 Wetland and Surface Water Impacts Chart 14**
- **6.2 Wetland and Surface Water Impacts Map 15**

7.0 MITIGATION PLAN 16
- **7.1 Upland Buffer Detail Exhibit 17**
- **7.2 Wetland Protection Exhibit 18**

8.0 APPENDIX A 19
- **8.1 Photo Station Map 20**
- **8.2 Photographs 21**
- **8.3 Technical Staff Report 76087-2 ..... 25**
- **8.4 Formal Wetland Determination 76087-7 ..... 31**

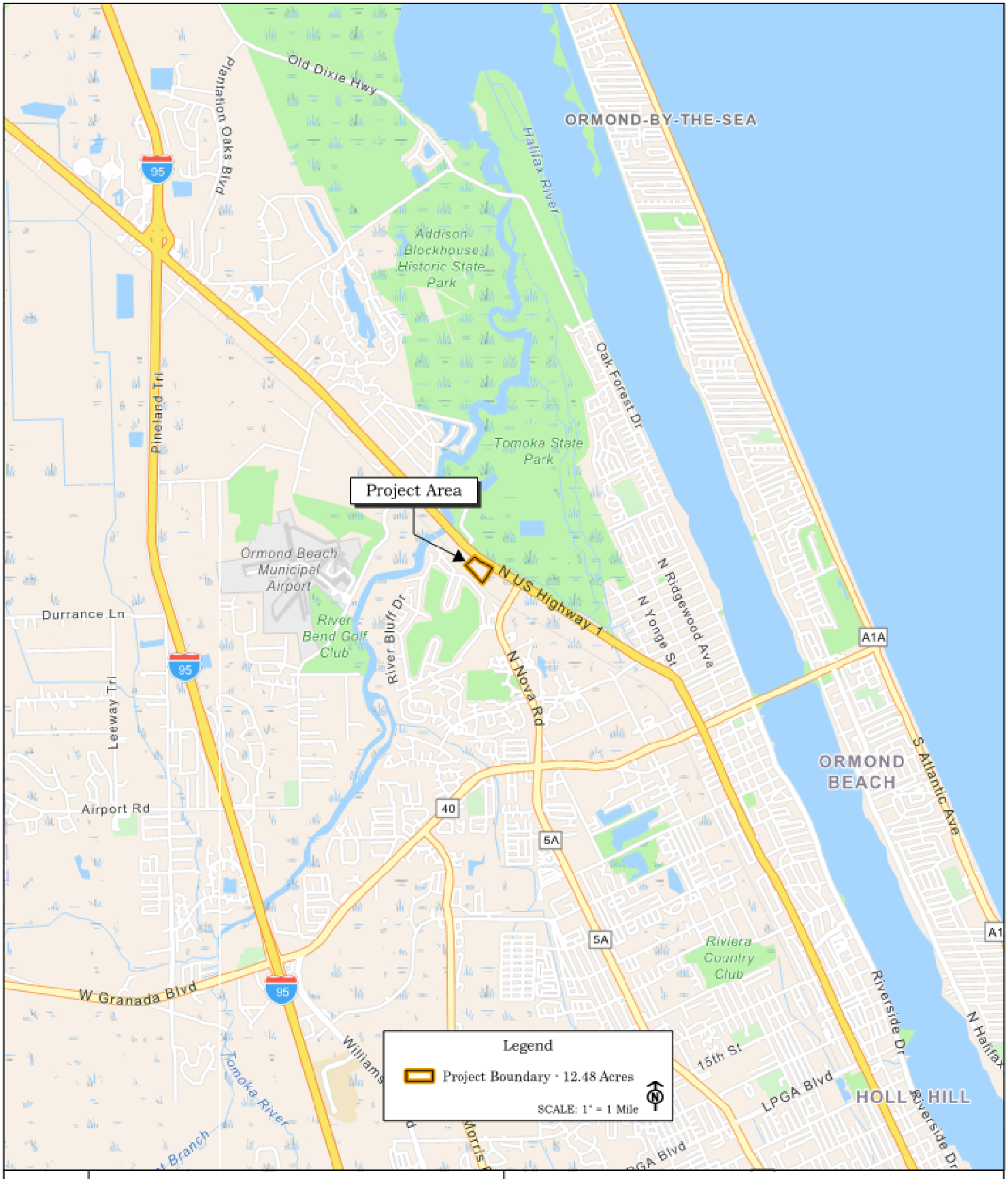
1.0 SITE LOCATION AND PROJECT DESCRIPTION

The Tomoka Commerce Park project site is in Section 39, Township 14 South, Range 32 East, in Ormond Beach, Volusia County, Florida. The project site is located along the west side of North US Highway 1, north of State Road 40, and east of Interstate 95. The proposed project is for the construction of a commercial business park, and associated parking and stormwater management. The proposed project area consists of approximately 12.48± acres. A commercial development was permitted for this site in 1999 (Gateway Business Park 40-127-0488A-ERP), and again in 2006 (Root Commerce Park 76087-2), with subsequent modifications for in 2014 (76087-3), and 2016 (76087-4) for extensions of time to complete the construction; however, the permitted projects were not constructed.

The site consists of natural wooded areas. Adjacent land use consists of North US Highway 1 to the east, the Florida East Coast Railroad to the west, undeveloped land to the south and commercial property to the north.

2.0 SITE TOPOGRAPHY

The site topography is characterized as being gently sloping with falling to the east, with elevations from the 14’ contour on the west side of the site down to the 3’ contour on the east side of the site according to Volusia County Property Appraiser LiDAR information. Plant communities were subsequently mapped and community types were classified utilizing the Florida Land Use, Cover, and Forms Cover Classification System (FLUCCS) (FDOT, 1999).



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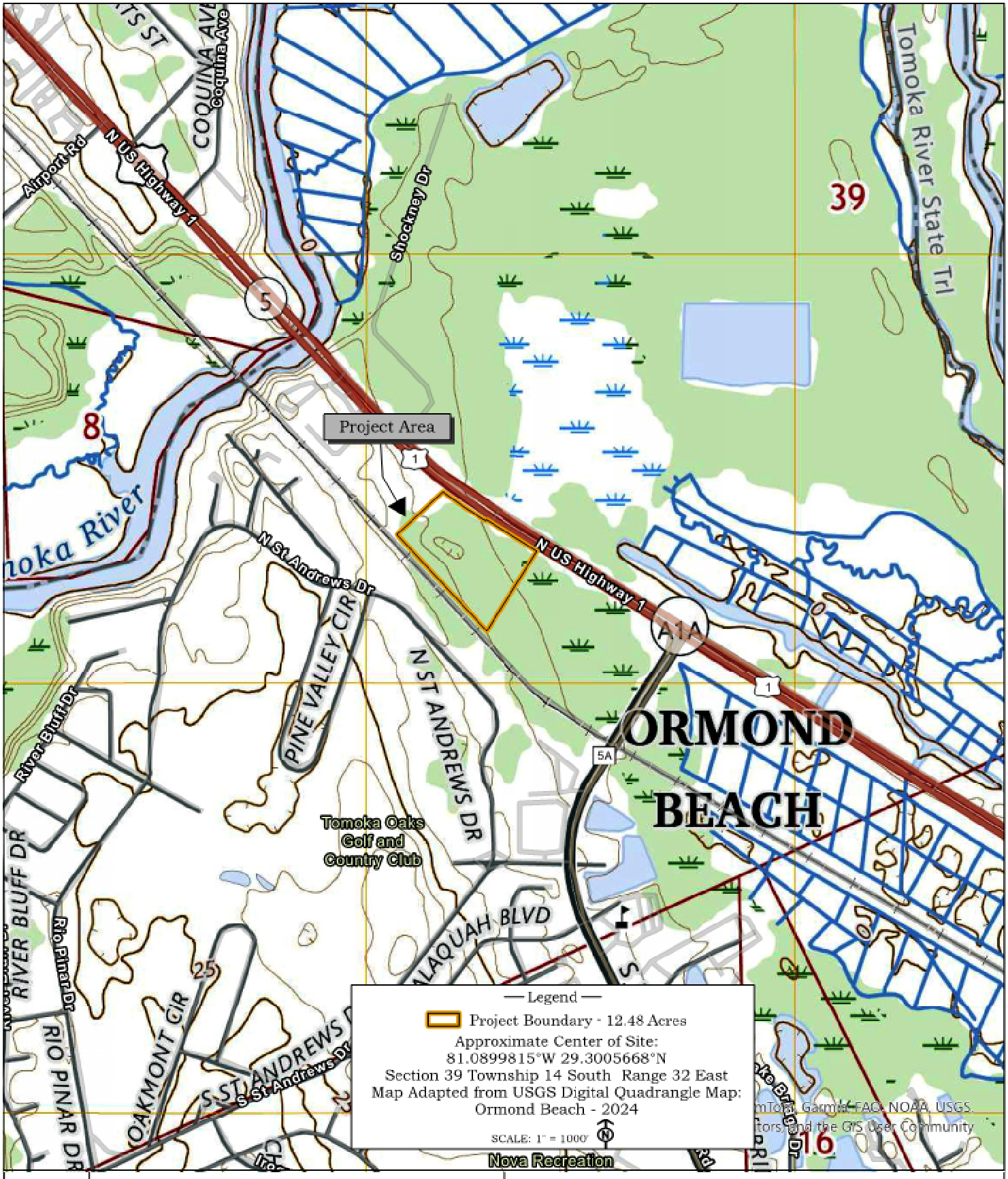
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Tomoka Commerce Park

Location Exhibit

Project Number 24-11115



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Tomoka Commerce Park

Quadrangle Exhibit

Project Number 24-11115



SCALE: 1" = 100'
0 35 50 100 Feet

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Tomoka Commerce Park

Aerial Exhibit

Project 24-11115

3.0 SOIL SURVEY

The Natural Resources Conservation Service Web Soil Survey (websoilsurvey.nrcs.usda.gov) indicates that the following soil types are found in this area. Normally vegetation within these soil types indicates hydric *(wetland)* or non-hydric *(non-wetland)* characteristics.

11 Bulow Sand, 0-5% Slopes
22 Electra Fine Sand, 0-5% Slopes
69 Tuscawilla Fine Sand

The soil survey is fairly accurate in the typing of soils; however, boundaries of the soils are sometimes poorly indicative of site conditions. Please review the Soils Map for soil type boundaries and the chart below for soil type/vegetation correlation for this site. The Natural Resources Conservation Service Web Soil Survey indicated that both upland and hydric soils would be present on this site, which was confirmed during the site visit.

UPLAND SOILS	WETLAND SOILS
11 – Bulow Sand, 0-5% Slopes	69 - Tuscawilla Fine Sand
22 – Electra Fine Sand, 0-5% Slopes	

Bulow sand, 0 to 5% slopes soil (11) is characterized as gently sloping soil on low narrow sand ridges on the mainland. The ridges represent a former coastline and generally run parallel to the coast. The water table is below 72 inches. Water and air move rapidly through this soil. The soil type has a "Moderately Suited" rating for gopher tortoise burrowing. These soils are suitable and somewhat favorable for burrowing by gopher tortoise. Some restrictive features may limit the use of the site to a minor extent. Colonization and population densities may be average to above for the area if the other habitat requirements are met. **Category: Non-hydric**

Electra fine sand, 0-5% slopes soil (22) is characterized as a somewhat poorly drained, nearly level soil, typically found in slightly elevated places in flatwoods. The water table is commonly at a depth of 20 to 40 inches for about 4 months, and drops below 40 inches during drier periods. Permeability is rapid to a depth of about 35 inches, moderate between depths of 35 and 41 inches, rapid between 41 and 57 inches, moderately slow between 57 and 78 inches and rapid below. The soil type has a "Highly Suited" rating for gopher tortoise burrowing. This soil type has no restrictions for use and is favorable for burrowing by gopher tortoises. Colonization and population densities may be above average if other habitat factors are not limiting. **Category: Non-hydric**

Tuscawilla fine sand soil (69) is defined as nearly level, poorly drained soil which occurs in broad hammocks near the coast. The water table is within a depth of 10 inches for 2 to 6 months in most years. Permeability is rapid in the sandy layers and moderately slow in the loamy layers. The soil type has an "Unsuitable" rating for gopher tortoise burrowing. This soil has characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. **Category: Hydric**

Hydric soils were mapped on this site, and field review confirmed hydric soils were observed on site within the wetland. The other soil types either indicated upland characteristics, or field review verified upland species were the dominant vegetation indicating non-hydric conditions. The other wetlands that occur onsite appear to have been dug out of the upland soils on the west side of the site.

The depth to water table attribute was analyzed using the Natural Resource Conservation Service Web Soil Survey for this site (www.websoilsurvey.usda.nrcs.gov). The depth to water table is defined as the distance below grade that the saturated zone of the soil can be found within a specific soil type. The chart below lists the existing soils on site and the corresponding depth to water table.

SOILS ON SITE	DEPTH TO WATER TABLE
11 – Bulow Sand, 0-5% Slopes	>200 cm (>6’ 7”)
22 - Electra Fine Sand, 0-5% Slopes	76 cm (2’ 6”)
69 - Tuscawilla Fine Sand	8 cm (0’ 3”)

SCALE: 1" = 100'

0 35 50 100 Feet

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Tomoka Commerce Park

Soils Exhibit

Project 24-11115

4.0 FLORIDA LAND USE, COVER, AND FORMS CLASSIFICATION SYSTEM

The vegetative communities and land uses on the project site were field verified, and the site was mapped utilizing the Florida Land Use, Cover and Forms Classification System (FLUCCS, FDOT, 1999). Five (5) land use and cover types were identified in and around the project site.

425 Temperate Hardwoods
510 Streams & Waterways (ditch)
616 Inland Ponds & Sloughs
620 Wetland Coniferous Forests
630 Wetland Forested Mixed

4.1 VEGETATIVE COMMUNITIES

The vegetative communities encountered on the site with the dominant vegetative cover are listed below:

#425 – Temperate Hardwoods: This community is found over a majority of the site, and is dominated by **Slash pine** *(Pinus elliottii)* and **Live oak** *(Quercus virginiana)* in the canopy and **Saw palmetto** *(Serenoa repens)* in the understory. Other components observed within this community were **Pignut Hickory** (*Carya glabra*), **Sand Live oak** (*Quercus geminata*), **Long Leaf Pine** *(Pinus palustris),* **Cabbage palm** *(Sabal palmetto),* **Southern Magnolia** *(Magnolia grandiflora),* **Southern Red Cedar** *(Juniperus silicicola),* **Yaupon holly** *(Ilex vomitoria),* **Staggerbush** *(Lyonia ferruginea),* **Coontie** *(Zamia spp.),* and **Wild Olive** *(Cartrema floridanum).*

#510 – Streams and Waterways: This classification is for the upland cut ditch that occurs on site connecting Wetland B to Wetland A. This ditch has very minimal vegetation, and intermittently connects System B to System A during heavy storm events. In addition, there is a tree growing in the middle of the ditch that blocks the flow to Wetland A from Wetland B. This area has been classified as a surface water.

#616 – Inland Ponds and Sloughs: This classification is for the small isolated pond (Wetland C) that occurs in the west portion of the site. It appears that the pond was man-made historically. The pond occurs in an area of the site mapped with non-hydric soils. The pond contains minimal vegetation.

#620 - Wetland Coniferous Forests: This community is found in a small isolated system (Wetland B) near the west side of the site and consists of 0.44 acres. This wetland is an area that was a man-made borrow pit. The community is dominated by **Slash pine** *(Pinus elliotti)*, in the canopy, **Red maple** *(Acer rubrum)* in the subcanopy, and **Cabbage palm** in the understory.

#630 - Wetland Forested Mixed: This community is found on the east side of the site (Wetland A) and consists of 1.02 acres. The community is dominated by a mix of wetland hardwoods in the canopy and **Cabbage palm** in the understory. Other components observed within this community were **Slash pine** (*Pinus elliottii*), **Southern Magnolia** (*Magnolia grandiflora*), **Live Oak** *(Quercus virginiana),* **Tupelo** *(Nyssa sylvatica),* **Red maple** *(Acer rubrum),* **Southern Red Cedar** *(Juniperus silicicola),* **Wax myrtle** *(Myrica cerifera),* **Dahoon holly** *(Ilex cassine),* **Cinnamon fern** *(Osmunda cinnamomea),* **Chain fern** *(Woodwardia virginica),* **Royal fern** *(Osmunda regalis)* and **Jack-in-the-pulpit** *(Arisaema triphyllum).*

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Tomoka Commerce Park

FLUCCS Exhibit

Project 24-11115

5.0 WETLAND AND SURFACE WATERS DESCRIPTION

The wetlands on site consist of three wetland systems. **Wetland Area A** (1.017 acres; 44,296 sq. ft.) is a Wetland Forested Mixed community (#630), located on the east side of the site, and continues off-site to the east. **Wetland Area B** (0.44 acres; 19,193 sq. ft.) is an isolated Wetland Coniferous Forest community (#620), on the west side of the site. **Wetland C** (0.03 acres; 1,172 sq. ft.) is an isolated Inland Pond and Slough community (#616), located on the west side of the site. Both Wetland Areas B and C appear to have been man-made depressions (possibly a borrow pit), with System B having somewhat revegetated over the years. The total area of wetlands on site is 1.484 acres (64,661 sq. ft.).

There is one area of surface waters on site, **Surface Water 1** (0.088 acres; 3,833 sq. ft.). This small upland cut ditch intermittently connects System B to System A during heavy storm events. The total area of surface waters on site is 0.088 acres (3,833 sq. ft.).

The wetlands and surface waters were initially reviewed and approved by SJRWMD staff in 1998 and a formal wetland determination issued in October 1998 (74948-1). The determination has been kept valid through the formal wetland determination reauthorization process. The most recent site inspection was conducted with SJRWMD representative Justin Dahl on January 23, 2025, to verify the site conditions had not changed (SJRWMD File 74948-7). The Tomoka Commerce Park project site is located within the Halifax River Drainage Basin (Basin 17).

5.1 WETLANDS AND SURFACE WATER SYSTEMS CHART

The wetlands and surface waters on site are identified as:

Wetland Area A		
1.017 acres (44,296 sq. ft.)	#630	Wetland Forested Mixed
Wetland Area B		
0.441 acres (19,193 sq. ft.)	#620	Wetland Coniferous Forests
Wetland Area C		
0.027 acres (1,172 sq. ft.)	#616	Inland Ponds & Sloughs
Surface Water 1		
0.088 acres (3,833 sq. ft.)	#510	Streams & Waterways

Total wetlands in project area: 1.484 acres (64,661 sq. ft.)
Total surface waters in project area: 0.088 acres (3,833 sq. ft.)

Exhibit prepared using AutoCAD files provided by Parker Mynchenberg & Associates, Inc.

SCALE: 1" = 100'

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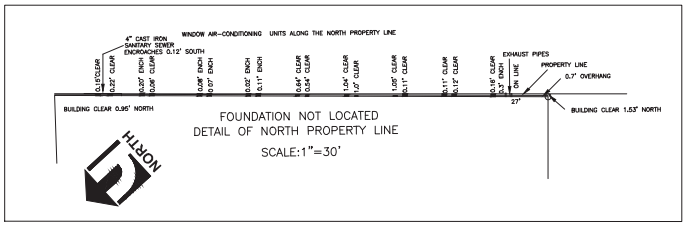
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3/11/2025

Tomoka Commerce Park

Wetlands and Surface Waters Exhibit

Project 24-11115



LINE TABLE WETLAND A

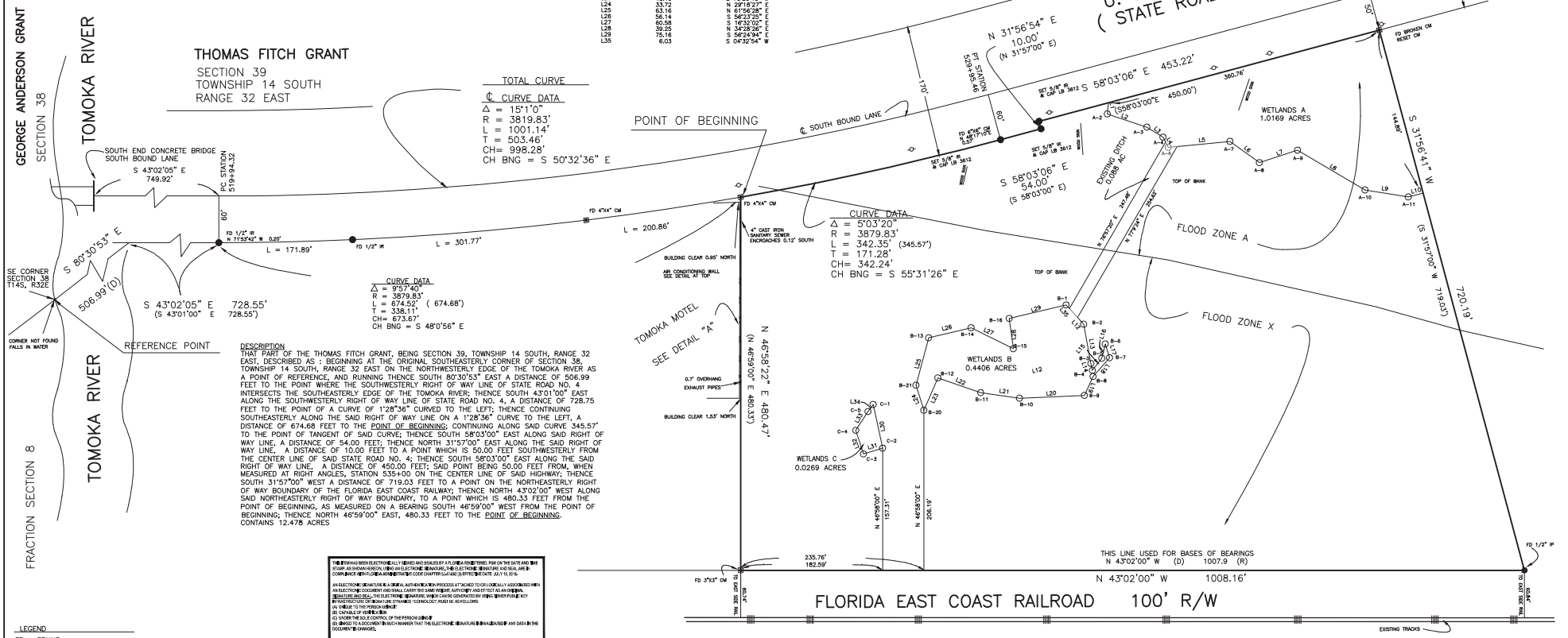
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L1	14.69	S 52°30'00" W
L2	53.63	S 24°45'00" E
L3	24.40	S 11°59'30" E
L4	7.03	S 20°06'50" W
L5	68.33	S 48°37'25" E
L6	46.75	S 07°04'49" E
L7	51.69	S 06°03'00" E
L8	100.77	S 12°30'50" E
L9	56.42	S 33°58'28" E
L10	19.54	S 58°03'19" E

LINE TABLE WETLAND C

LINE NO.	DISTANCE	BEARING
L30	57.34	S 34°40'25" W
L31	25.78	N 59°57'10" W
L32	32.00	N 29°03'50" E
L33	29.20	N 79°47'15" E
L34	10.71	N 84°06'25" E

LINE TABLE WETLAND B

LINE	TABLE	WETLAND B
L12	11.71	S 04°32'54" W
L13	51.36	S 36°31'01" W
L14	9.10	S 35°05'00" W
L15	19.70	N 89°58'00" E
L16	18.90	N 60°30'00" E
L17	18.60	S 29°45'28" W
L18	31.99	S 88°05'30" W
L19	26.83	S 71°58'40" W
L20	83.44	N 46°29'50" W
L21	50.55	N 35°00'30" W
L22	58.17	N 23°58'30" W
L23	45.19	S 70°20'46" W
L24	33.72	N 29°18'27" E
L25	63.16	N 61°56'28" E
L26	56.14	S 56°23'25" E
L27	60.58	S 16°32'02" E
L28	39.25	N 34°28'26" E
L29	75.16	S 56°24'44" E
L35	6.03	S 04°32'54" W



DESCRIPTION

THAT PART OF THE THOMAS FITCH GRANT, BEING SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, DESCRIBED AS : BEGINNING AT THE ORIGINAL SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER AS A POINT OF REFERENCE, AND RUNNING THENCE SOUTH 80°30'53" EAST A DISTANCE OF 506.99 FEET TO THE POINT WHERE THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4 INTERSECTS THE SOUTHEASTERLY EDGE OF THE TOMOKA RIVER; THENCE SOUTH 43°01'00" EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4, A DISTANCE OF 728.75 FEET TO THE POINT OF A CURVE OF 1°28'36" CURVED TO THE LEFT; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE ON A 1°28'36" CURVE TO THE LEFT, A DISTANCE OF 674.68 FEET TO THE POINT OF BEGINNING; CONTINUING ALONG SAID CURVE 345.57' TO THE POINT OF TANGENT OF SAID CURVE; THENCE SOUTH 58°03'00" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 54.00 FEET; THENCE NORTH 31°57'00" EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT WHICH IS 50.00 FEET SOUTHWESTERLY FROM THE CENTER LINE OF SAID STATE ROAD NO. 4; THENCE SOUTH 58°03'00" EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 450.00 FEET; SAID POINT BEING 50.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES, STATION 535+00 ON THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 31°57'00" WEST A DISTANCE OF 719.03 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF THE FLORIDA EAST COAST RAILWAY; THENCE NORTH 43°02'00" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY, TO A POINT WHICH IS 480.33 FEET FROM THE POINT OF BEGINNING, AS MEASURED ON A BEARING SOUTH 46°59'00" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 46°59'00" EAST, 480.33 FEET TO THE POINT OF BEGINNING.
CONTAINS 12.476 ACRES

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY A FLORIDA REGISTERED PSM ON THE DATE AND TIME STAMP, AS SHOWN HEREON, USING AN ELECTRONIC SIGNATURE. THE ELECTRONIC SIGNATURE AND SEAL ARE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.062 (3) EFFECTIVE DATE: JULY 15, 2018.

AN ELECTRONIC SIGNATURE IS A SECURE AUTHENTICATION PROCESS ATTACHED TO OR LOGICALLY ASSOCIATED WITH AN ELECTRONIC DOCUMENT AND SHALL CARRY THE SAME WEIGHT, AUTHORITY AND EFFECT AS AN ORIGINAL SIGNATURE AND SEAL. THE ELECTRONIC SIGNATURE, WHICH CAN BE GENERATED BY USING EITHER PUBLIC KEY INFRASTRUCTURE OR SIGNATURE DYNAMICS TECHNOLOGY, MUST BE: (A) UNIQUE TO THE PERSON USING IT; (B) CAPABLE OF VERIFICATION; (C) UNDER THE SOLE CONTROL OF THE PERSON USING IT; (D) LINKED TO A DOCUMENT IN SUCH MANNER THAT THE ELECTRONIC SIGNATURE IS INVALIDATED IF ANY DATA IN THE DOCUMENT IS CHANGED.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

LEGEND

FD.....FOUND
● IR... IRON ROD
✪ IP... IRON PIPE
○ INDICATES WETLANDS FLAG (TYPICAL)
LS.....LICENSED SURVEYOR
LB.....LICENSED BUSINESS
Δ .....DELTA OR CENTRAL ANGLE
R.....RADIUS CH BNG...CHORD BEARING
L.....LENGTH CH... CHORD
T.....TANGENT PC.....POINT OF CURVE
R/W.....RIGHT OF WAY
℄ CENTER LINE
PT... POINT OF TANGENCY
-o- WOOD POWER POLE
(R)....RECORD (D) DESCRIPTION
SJRWMD ..... ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AC ..... ACRES

GENERAL NOTES:

1.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNER-SHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.

2.) BEARING STRUCTURE BASED ON DESCRIPTION (N43°02'00" W) ALONG THE WEST LINE OF SUBJECT PROPERTY.

3.) LEGAL DESCRIPTION PROVIDED BY CLIENT

4.) DESCRIPTION DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

5.) WETLANDS MARKED BY JOHN PALMER OF BIOLOGICAL CONSULTING SERVICES, INC 6/09/98 WETLANDS JURISDICTION LINE REVIEWED AND APPROVED BY SJRWMD REPRESENTATIVES,

6.) LANCE HART AND DAR GUAM CHENG ON JULY 16, 1998 THIS SPECIAL PURPOSE SURVEY WAS DONE TO SHOW CHANGES IN THE WETLANDS SEE UPHAM FILE #29-65B FOR BOUNDARY SURVEY DATED: 1/26/96 SIGNED BY: A. E. RICE AND UPHAM FILE 29-72 DATED 4/06/2006

7.) FEMA FLOOD PLANE CERTIFICATION ACCORDING TO THE F.I.R.M./ MAP, COMMUNUNITY NAME ORMOND BEACH, NUMBER 125136, COMMUNITY-PANEL NUMBER; 12127C0212 K, DATED : 09/29/2019 THE PROPERTY IS IN FLOOD ZONE X.

WETLANDS LIMITS WERE REVIEWED AND APPROVED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVES, KATE GRONINGER AND KIMBERLY EISELE, ON OCTOBER 28, 2019, FOR A REAUTHORIZATION OF THE FORMAL WETLAND DETERMINATION
(NO FIELD WORK PREFORMED BY THE UNDERSIGNED AT THE TIME OF THIS REVIEW)

SITE INSPECTION FOR FORMAL WETLANDS DETERMINATION REAUTHORIZATION BY SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVES ELOIS LINDSEY AND NANETTE CHURCH ON AUGUST 8, 2014." (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

THE WETLANDS LINE AND SITE CONDITIONS HAVE BEEN REVIEWED AND APPROVED BY SJRWMD REPRESENTATIVE, MAD RISCHAR, ON MAY 12, 2009, FOR REAUTHORIZATION OF EXISTING FWD#16-127-74948-3 (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

WETLANDS LIMITS WERE REVIEWED AND APPROVED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVE JUSTIN DAHL ON 1/23/2025 FOR A REAUTHORIZATION OF THE FORMAL WETLAND DETERMINATION (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

THIS SPECIAL PURPOSE SURVEY WAS DONE TO SHOW THE REVIEW OF WETLAND ONLY, BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

REVISIONS:
WETLANDS REMARKED AS SHOWN..... 6/18/98
BOUNDARY UPDATED 4/04/06
REVISED WETLAND TABLES 06/22/09
REVISED WETLAND NOTES AND FLOOD ZONE 08/11/2014
REVISED WETLAND NOTES AND FLOOD ZONE 11/04/2019
REVISED WETLAND NOTES AND FLOOD ZONE 02/07/2025

WO#
191101
140804
090503
060133
980306
960013

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472, FLORIDA STATUTES.

Clyde O Van Kleeck Jr. Digitally signed by Clyde O Van Kleeck Jr. Date: 2025.03.05 08:53:32 -05'00' 02/17/2025
C. O. VAN KLEECK, JR.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER

TYPE OF SURVEY: SPECIAL PURPOSE

UPHAM INC
CIVIL ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE
265 Kentworth Avenue Ormond Beach, Florida 32174
Voice 386.672.8515 - Fax 386.673.6554 - upham.com
LB # 0003812 LC # 0000357

890 N US HWY #1
ORMOND BEACH, FL 32174
TAX ID: 3242-00-00-0280

PSM NO. 6149 L.B. 3612

OFFICE WORK BY : JDM DATE:MM/DD/YY 6/19/98
FIELD WORK BY: RN, WSH DATE: MM/DD/YY 01/25/96
SCALE: 1"=60'
DRAWING FILE NAME: 29-67D-2019.DWG DISK ID: server
FILE: 29-67D

6.0 WETLAND AND SURFACE WATER IMPACTS

A total of 0.468 acres (20,365 sq. ft.) of direct wetland impacts will occur from the development of the Tomoka Commerce Park. Wetland Area B will have one (1) area of direct impact, **Wetland Impact Area B** (0.441 acres; 19,193 sq. ft.) from the construction of a retention area, buildings, and associated parking. Wetland B is only intermittently connected to Wetland A via an upland cut ditch (Surface Water 1). This same wetland was proposed to be impacted for the Root Commerce Park (76087-2 in 2006, 76087-3 in 2014 and 76087-4 in 2016) and it was determined that the wetland was hydraulically isolated from the ditch owning the infrequent discharges, had no remarkable ecological value, and mitigation was not required to off-set the direct impact to the wetland. Wetland C will have one (1) area of direct impact, **Wetland Impact Area C** (0.027 acres; 1,172 sq. ft.) for the construction of a building and associated parking. Wetland C is less than 0.5 acres in size and isolated within the landscape, therefore mitigation will not be required to off-set the direct wetland impact to the wetland.

A total of 0.079 acres (3,442 sq. ft.) of surface water impacts will occur from the development of the Tomoka Commerce Park. Surface Water 1 will have one (1) area of impact, **Surface Water Impact Area 1** (0.079 acres; 3,422 sq. ft.) from the construction of an interior roadway, dry retention area, buildings, and associated parking. No mitigation is proposed for the surface water impact.

A total of 0.468 acres (20,365 sq. ft.) of direct wetland impacts, and 0.079 acres (3,442 sq. ft.) of surface water impacts will result from the proposed development of the Tomoka Commerce Park. No mitigation is proposed for the direct wetland or surface water impacts.

6.1 WETLAND AND SURFACE WATER IMPACTS CHART

The wetland and surface water impacts are identified as:

Wetland Area A	
No impacts to this wetland	0.000 acres (0 sq. ft.)
Wetland Area B (isolated less than 0.5 ac)	
Wetland Impact B	0.441 acres (19,193 sq. ft.)
Wetland Area C (isolated less than 0.5 ac)	
Wetland Impact C	0.027 acres (1,172 sq. ft.)
Surface Water 1	
Surface Water Impact 1	0.079 acres (3,422 sq. ft.)
Total Direct Wetland Impacts:	0.468 acres (20,365 sq. ft.)
Total Direct Impacts Requiring Mitigation:	0.0 acres
Total Surface Water Impacts:	0.079 acres (3,422 sq. ft.)
Total Direct Wetland and Surface Water Impacts Requiring Mitigation:	**0.0 acres (0 sq. ft.)**

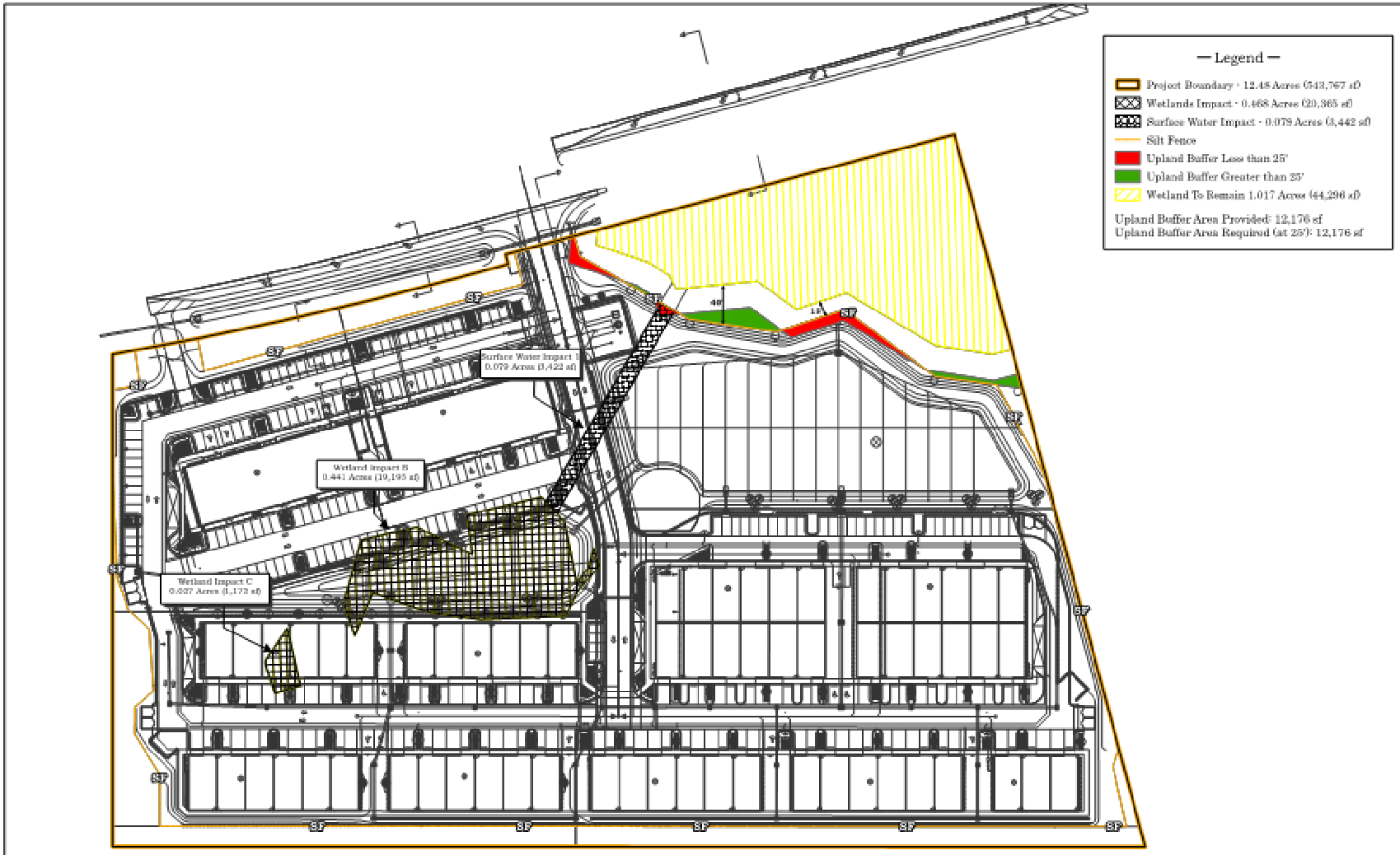


Exhibit prepared using AutoCAD files provided by Parker Mynchenberg & Associates, Inc.

Tomoka Commerce Park

Wetlands & Surface Waters Impact Exhibit

Project 24-11115

3/11/2025

Joe H. Young III
Estuarine Field Biologist
873 Magnolia Street
New Smyrna Beach, FL 32168
386-428-9402
bcos@bellsouth.net

BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 100'

0 25 50 100
Feet

7.0 MITIGATION PLAN

No mitigation is proposed to offset the 0.468 acres (20,365 sq. ft.) of direct wetland impacts. Wetland B and Wetland C are both isolated wetlands and less than 0.5 acres in size.

Impacts to Wetland A will be avoided. An upland buffer with a minimum width of 15’ and an average width of 25’ will be provided to protect the remaining wetland on site. Silt fencing will also be installed prior to construction to maintain the integrity of the wetland protection area throughout the construction process. The minimum 25’ of buffer and silt fencing will offer a significant level of protection to the remaining wetlands on site.

As an extra layer of protection, preservation area signage has been proposed at 100’ intervals along the upland buffer edge adjacent to the development. The signage will notify both workers, owners, and visitors to the property of the boundary limits of the protection area. The Wetland Protection Exhibit included in this report shows the proposed locations of the signs and detail of the proposed sign.

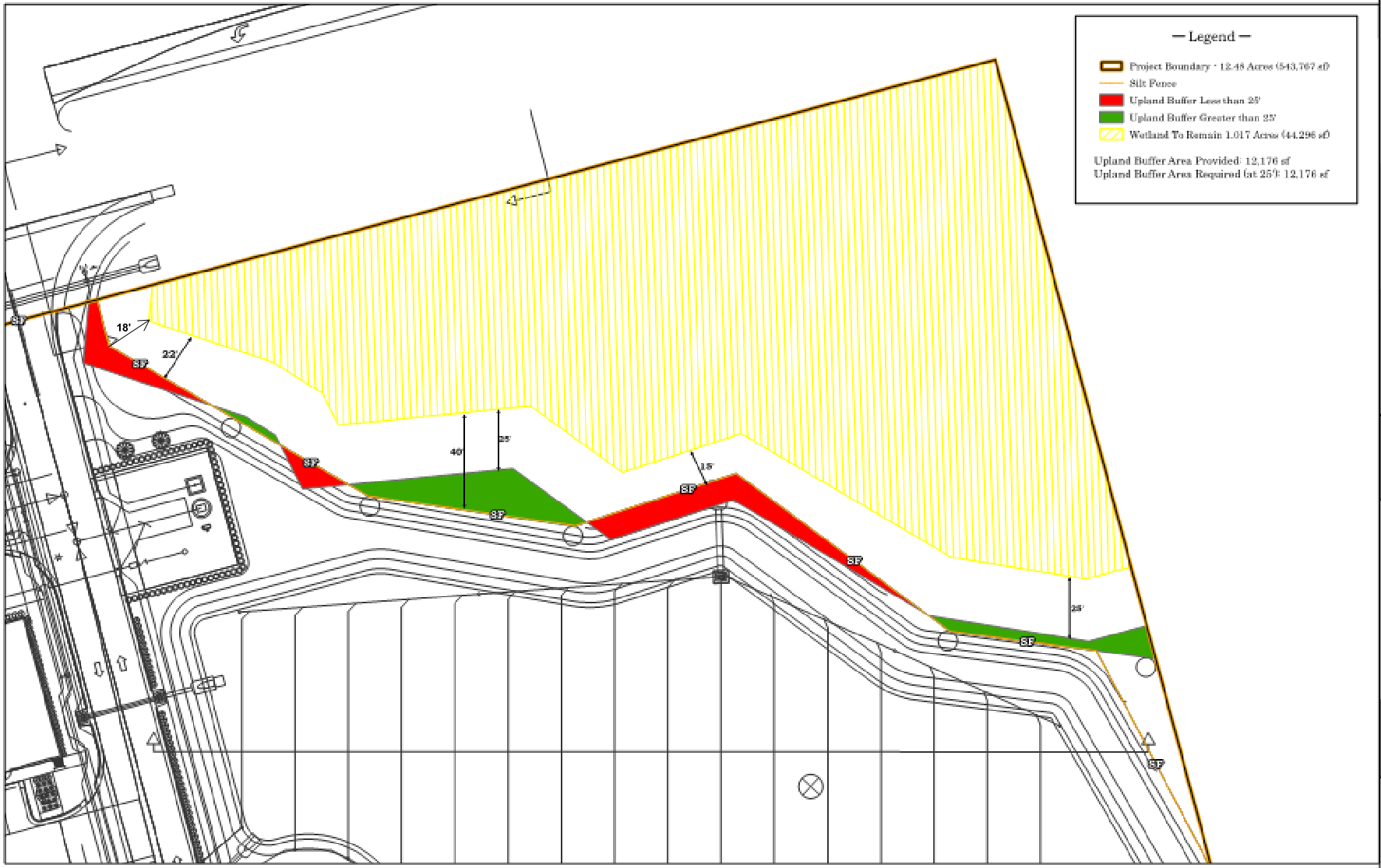


Exhibit prepared using AutoCAD files provided by Parker Mynchenberg & Associates, Inc.

Tomoka Commerce Park

Upland Buffer Detail Exhibit

Project 24-11115

3/11/2025

Joe H. Young III
Ecosystem Field Biologist
802 Magnolia Street
New Smyrna Beach, FL 32168
386-423-1402
joeyoung@earthlink.net

BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 40'

0 10 20 40 Feet

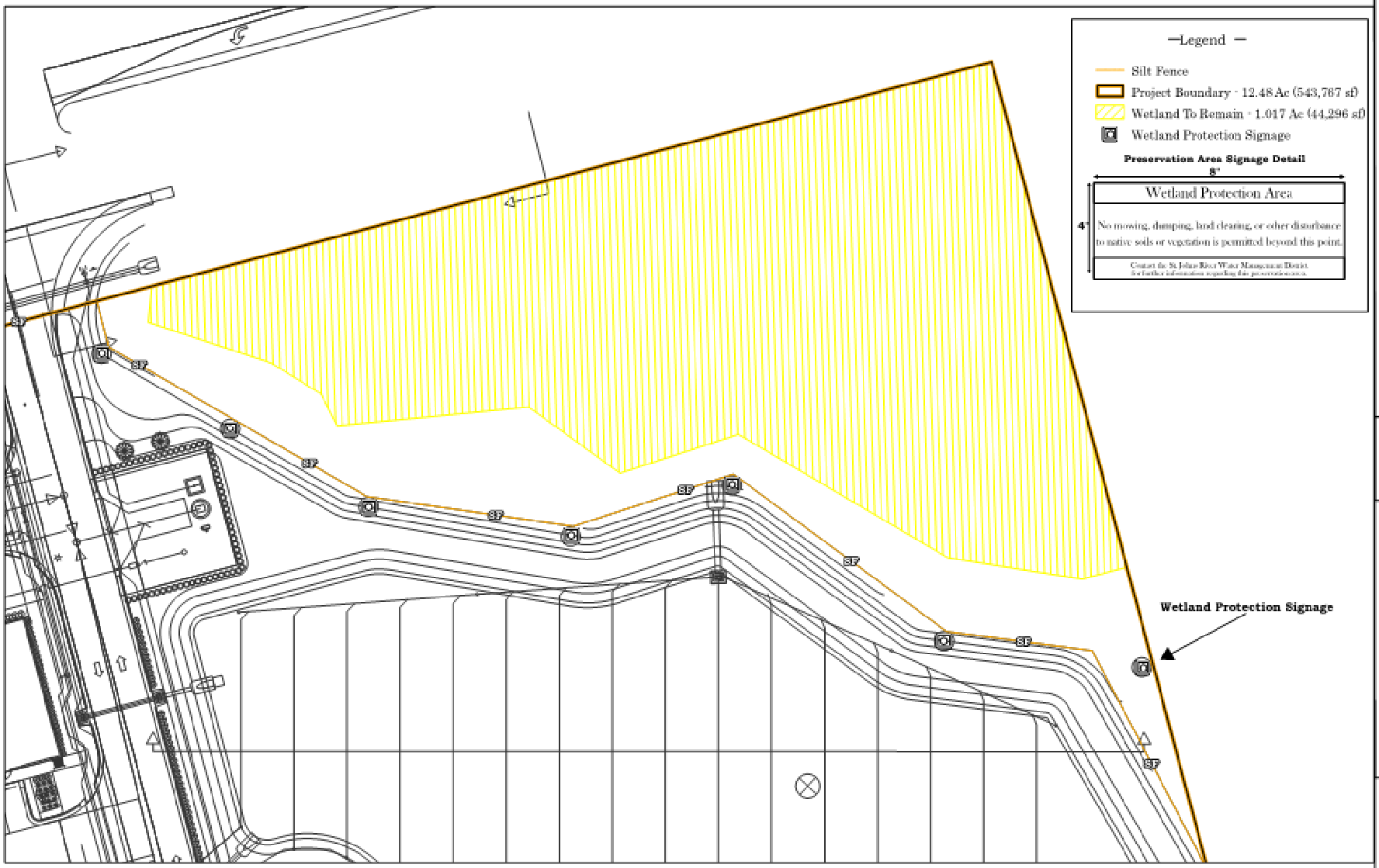


Exhibit prepared using AutoCAD files provided by Parker Mynchenberg & Associates, Inc.

Tomoka Commerce Park

Wetland Protection Exhibit

Project 24-11115

3/11/2025

Joe H. Young III
Estuarine Field Biologist
6953 Magnolia Street
New Smyrna Beach, FL 32168
386-423-0102
hoosierbiologist.net

BIOLOGICAL CONSULTING SERVICES, INC.

SCALE: 1" = 40'

0 10 20 40 Feet

APPENDIX A

PHOTO STATION MAP

PHOTOGRAPHS

TECHNICAL STAFF REPORT 76087-2

FORMAL WETLAND DETERMINATION 76087-7

SCALE: 1" = 100'

0 25 50 100 Feet

1/19/2025

BIOLOGICAL CONSULTING SERVICES, INC.

Joe H. Young III
Estuarine Field Biologist
602 Magnolia Street
New Smyrna Beach, FL 32168
386-423-3402
bioconsv@bellsouth.net

Tomoka Commerce Park

Photo Station Exhibit

Project 24-11115



Photo Station 1 (PS-1): Photo taken on the west side of the site looking north showing the upland community in this portion of the site.



Photo Station 2 (PS-2): Photo of Wetland C



Photo Station 3 (PS-3): Photo of Wetland B.



Photo Station 4 (PS-4): Photo above shows the upland cut ditch (Surface Water 1) that runs between Wetland A and Wetland B.



Photo Station 5 (PS-5): Photo taken looking west into the uplands west of Wetland A on the east side of the site.



Photo Station 6 (PS-6): Photo taken along property line near wetland flag A-11 looking east into Wetland A.

STANDARD ENVIRONMENTAL RESOURCE PERMIT
TECHNICAL STAFF REPORT
October 16, 2006
APPLICATION #: 40-127-76087-2

DATE RECEIVED:	DATE COMPLETED:	21ST DAY:	28TH DAY:
May 26, 2006	September 26, 2006	October 17, 2006	October 24, 2006

Applicant: Root Real Estate Corp.
C/O Ronal E. Nowviskie
275 Clyde Morris Boulevard
Ormond Beach, FL 32174
(386) 671-4903

Agent: Parker Mynchenberg & Associates, Inc.
C/O Parker Mychenberg, P.E.
1729 Ridgewood Avenue
Holly Hill, FL 32117
(386) 677-6891

Project Name: Root Commerce Park
Project Acreage: 12.478
Planning Unit: 9A
Special Basin Criteria: Tomoka River
Receiving Water Body: Tomoka River **Class:** III Fresh, OFW.
County: Volusia
Correct Fee Submitted: Yes **Amount Received:** $1,000.00

Authority: 40C-4.041(2)(b)3, 40C-4.041(2)(b)6, 40C-4.041(2)(b)8

Type of Treatment: Retention
Type of Development: Commercial
Type of System: N/A
Final O&M Entity: Property Owner - Root Real Estate Corp.
Pre/Post Peak Rate Attenuation Provided: Yes
Pre/Post Volume Attenuation Provided: N/A
Mean Annual Storm Attenuation Provided: Yes
Recovery of Water Quality Vol. Within Req. Time: Yes
Recovery of Peak Attenuation Vol. Within Req. Time: N/A
Interested Parties: No
Objectors: No

Authorization Statement

A Permit Authorizing:

Construction of a surface water management system to be known as Root Commerce Park, a 12.48-acre commercial / office complex.

Staff Comments:

The project site is located along the west side of U.S. Highway #1 (a.k.a. S.R. #5) and just east from the Florida East Coast Railroad; approximately 2.5-miles southeast from the intersection of Interstate 95 and U.S. Highway #1; approximately 2-miles northwest from the intersection of U.S. Highway #1 and S.R. 40, in the City of Ormond Beach, in east Volusia County. The project is located within the Tomoka River Hydrologic Basin and within the Most Effective Recharge Area. The project is not located within the basin's Riparian Habitat Protection Zone.

The site was authorized for construction in July 1999 as Gateway Business Park by Environmental Resource Permit (ERP) #40-127-0488. That ERP expired in July 2004 before any site construction commenced. The present application occupies the identical project area and conforms equivalently to the 1999 ERP.

In the pre-development condition, the site consists of uplands with one small western wetland system connected by an on-site ditch to a larger eastern wetland system that extends off the site. Stormwater runoff sheetflows into the wetlands and ditch with ultimate discharge into the Tomoka River, an Outstanding Florida Water (OFW).

In the post-development condition, the applicant proposes to construct a surface water management system to be known as Root Commerce Park. The 12.48-acre commercial / office complex consists of five (5) office/warehouse buildings with an associated exit/entrance drive, parking areas, sidewalks and two dry-bottom retention ponds; a western dry-bottom retention pond and an eastern dry-bottom retention pond. Storm water runoff from the site will be conveyed to the two dry-bottom retention ponds by inlets connected to piped conveyance systems. The applicant proposes to fill the smaller western wetland system and the existing on-site ditch that conveys runoff from the smaller western wetland system to the larger eastern wetland system. Runoff from the western dry-bottom retention pond will discharge into the eastern dry-bottom retention pond via a piped conveyance system. The eastern dry-bottom retention pond will discharge, via an outfall weir discharge structure, into the larger eastern wetland system that extends off the site. Ultimate discharge is into the Tomoka River, an Outstanding Florida Water (OFW).

The project is located within the Tomoka River Hydrologic Basin Most Effective Recharge Area. In order not to reduce recharge, the applicant has demonstrated that the proposed surface water management system will retain more than 3-inches of runoff from the directly connected impervious area within the project limits and thus the system, as proposed, will satisfy the recharge criteria pursuant to Section 11.5.1, MSSW A.H.

The northeastern portion of the project site is located within the 100-year flood plain of the Tomoka River. The applicant has provided reasonable assurances that the project, as proposed, will not encroach into the 100-year flood plain of the Tomoka River. All portions of the site that are located within the 100-year flood plain of the Tomoka River are proposed to be placed within a conservation easement with no net reduction in the floodplain storage. Therefore, any adverse impacts to the surrounding properties are not anticipated. The project is consistent with the conditions for issuance of permits, pursuant to Subsection 40C-41.063(6), F.A.C.

The applicant has submitted a design and calculations demonstrating that the proposed surface water management system will provide post-development peak rate of discharge attenuation for the mean annual storm event and for the 25-year, 24-hour storm event, pursuant to District criteria set forth in Chapters 40C-4 and 40C-42, F.A.C. and Section 10.3, MSSW A.H., prior to discharging into the Tomoka River, an Outstanding Florida Water (OFW).

The applicant has submitted calculations demonstrating that the proposed surface water management system will provide treatment and recovery of the required pollution abatement volume pursuant to Chapter 40C-42, F.A.C. The system is designed in accordance with requirements for discharges to the Tomoka River, an OFW.

Site Description:
Most of the site is comprised of live-oak forest uplands that slope down to a mesic mixed-hardwood forest. Three wetlands and a ditch (1.5 ac total) occur onsite:

- hardwood swamp (1.0 ac). This intact wetland had a thick canopy of *Sabal palmetto* and diverse hardwoods (*Acer rubrum, Celtis laevigata, Ilex cassine, Quercus laurifolia, Ulmus sp., Salix caroliniana*). The swamp enjoyed a stable hydroperiod as suggested by deep muck, uniform hummocks, and scant upland/disturbance spp. The swamp retained moderately high habitat values although it was diminished its isolation owing to US 1 and FEC railroad construction. The swamp remained connected to some large undeveloped tracts and was big enough to maintain populations of smaller animals (esp. aquatic macroinvertebrates, amphibians, snakes, passerine birds, et al.).

- mixed-swamp depression (0.4 ac). This tiny sink is isolated but could connect to off-site water during unusual storm events via a ditch (0.1 ac). (For the purposes of this ERP, the sink was considered to be hydraulically isolated from the ditch owing to infrequent discharges.) Young *Acer rubrum,* old *Pinus elliotti,* and *Sabal palmetto* formed a moderately thick canopy. This small body had no remarkable ecological value.

- isolated pond (0.1 ac). This tiny body was dug by a previous landowner. It is steep-sided, nonvegetated, and had no obvious ecological value. The pond is perennially pooled.

Wetland limits were established by Formal Wetland Determination (FWD) #16-127-74948-1 following a July 16, 1998, site review by D.G. Cheng and L.D. Hart. That FWD was renewed as #16-127-74948-3 on June 28, 2004.

Impacts:
The applicant proposes to fill the on-site ditch (0.1 acre), the borrow pond (0.1 acre), and the entire isolated wetland (0.4 acre) to expand uplands available for construction. None of these impacts can be considered “adverse” because:

- Pursuant to Section 12.2.2.2, A.H., the impacts to the ditch are not required to comply with the criteria of subsections 12.2.2 - 12.2.2.3, 12.2.3 -12.2.3.7, 12.2.5 - 12.3.8, A.H. because the ditch does not provide significant habitat for listed species.

- Impacts proposed to the isolated wetlands smaller than 0.5 acre are not considered to be adverse because these wetlands provide minimal habitat value to wetland-dependent wildlife (as defined by 12.2.2.1 (a, b, c, d), A.H.). Consequently, these impacts are not required to comply with the environmental review criteria in Section 12.2.2 - 12.2.3.7, 12.2.5 - 12.3.8, A.H. or to meet impact-reduction analysis, pursuant to Section 12.2.1, A.H

No mitigation is needed for these impacts and they are not discussed further in this report.

The applicant will also dredge <0.1 ac (ca. 400 ft^2) of a hardwood swamp in the southeast property to construct a discharge structure for the surface water management system. The tiny impact will diminish habitat quality of the swamp to some extent by opening up a zone within the swamp that is otherwise well shaded. Disturbance species may thus be introduced to the swamp interior via the discharge swale.

Secondary impacts: (Secondary impact items are addressed below according to their corresponding 12.2.7, A.H., subsection.)

a.) The upland perimeters of the project wetlands will be preserved and are sufficiently sized that these buffers could be considered to preclude secondary impacts as allowed by Section 12.2.7 (a). Negligible secondary impacts will occur when the small trench is dug to drain the surface water management system at the edge of the hardwood swamp. The mitigation plan is sufficient to offset this tiny impact (estimated to be <0.1 ac).
b.) No listed species are likely to occur near the present project to be affected by the work or occupation of the future land use.
c.) No historical and archaeological resources are likely to occur on the site.
d.) The present project will be entirely authorized by this ERP; no future phases are anticipated.

Elimination/Reduction of Impacts:
The applicant has minimized impacts to the hardwood swamp. The small (<0.01 ac) trench is needed to drain the surface water management system effectively. The work will be confined to the minimum area needed to operate the system.

Mitigation:
To compensate for the minor habitat loss and to preclude secondary impacts that could result from future occupation of the project, the applicant will preserve the entire part of the swamp that occurs onsite (1.0 ac) and an adjacent upland forest buffer (50 – 70 ft wide; 0.6 ac).

Cumulative Impacts:
The proposed mitigation offsets the project's adverse impacts and it is in the same drainage basin (#17). Thus, the project will have no cumulative adverse wetland impacts.

The applicant has provided reasonable assurance that the proposed project is consistent with the design criteria and objectives of the District as set forth in Chapters 40C-4, 40C-41, and 40C-42, F.A.C., and that the proposed project meets all applicable conditions for permit issuance pursuant to sections 40C-4.301, and 40C-40.302, F.A.C.

Wetland Summary Table
Root Commerce Park Commercial

		Acres
Total Wetlands On-site		**1.500**
Total Surface Waters On-site		**0.100**
Impacts that Require Mitigation		**0.009**
Impacts that Require No Mitigation		**0.600**
Mitigation		**1.600**
On-Site	**1.600**	
Wetland Preservation	1.000	
Upland Preservation	0.600	

Conditions for Application Number 40-127-76087-2:

ERP General Conditions by Rule (October 03, 1995):
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

ERP/MSSW/Stormwater Special Conditions (November 09, 1995):
1, 4, 10, 13, 20

Other Conditions:

1. The proposed surface water management system must be constructed and operated in accordance with the plans received by the District on May 26, 2006 and as amended by plan sheet 6 and 13, received by the District on September 26, 2006.

2. Mitigation for wetland impacts includes onsite preservation of wetlands (1.0 acre) and adjacent uplands (0.6 acre) as described by the plan (Exhibit A) that Parker Mynchenberg & Associates submitted on September 26, 2006.

3, The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and

whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.

If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.

Reviewers: Lee Kissick and Rickie Ottesen

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

March 18, 2025

890 N US Hwy 1, LLC
1451 N US Highway 1
Ste 13
Ormond Beach, FL 32174-0705

Re: Notice of Issuance of Formal Wetland Determination (FWD) No.: 74948-7

Dear Sir/Madam:

Enclosed is the FWD issued by the District. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

The District will not publish a notice in the newspaper advising the public that it has issued your FWD. If you wish to have certainty that the period for filing a challenge to the District's agency action is closed, you may publish, at your own expense, a notice in a newspaper of general circulation. (Chapter 120, Florida Statutes). A FWD does not authorize construction on the subject property.

If you have any questions concerning this FWD, please contact Jeff Prather at (321) 676-6609 or JPrather@sjrwmd.com.

Sincerely,

Jeffrey Prather, Division Director
Environmental Resource Regulation

Enclosures: Formal Wetland Determination
Stamped Approved Certified Survey
Notice of Rights

cc: District Permit File

Agent(s): Joe Young III
Biological Consulting Services, Inc.
802 Magnolia St
New Smyrna, FL,32168-7440

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH
J. Chris Peterson, SECRETARY WINTER PARK
Ron Howse, TREASURER COCOA
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Cole Oliver MERRITT ISLAND
Janet Price FERNANDINA BEACH

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FORMAL WETLAND DETERMINATION AUTHORIZATION

PETITION NO: 74948-7 **DATE ISSUED:** March 18, 2025

PROPERTY NAME: 890 North US Highway 1 Property

DETERMINATION STATEMENT:
Formal Wetland Determination Renewal Statement: The formal determination of the landward extent of wetlands and other surface waters as determined by the District and as depicted on the one-sheet certified survey received as approved by the District on March 14, 2025, for the 12.478-acre property known as 890 North US Highway 1 Property, located in Section 39, Township14S, Range 32E, Volusia County. A Formal Wetland Determination (FWD) does not authorize construction on the subject property.

LOCATION:
SECTION(S): 39 TOWNSHIP(S): 14S RANGE(S): 32E

Volusia County

ISSUED TO:
890 N US Hwy 1, LLC
1451 N US Highway 1
Ste 13
Ormond Beach, FL 32174-0705

This document and the enclosed survey serve as the FWD issued by the District. As required by the FWD, the District must be notified within 30 days of sale or transfer of this property. This FWD may be transferred after the receipt of written notification of transfer of ownership or control of the real property.

This FWD is binding for a period of five (5) years from the issuance date provided physical conditions on the property do not change so as to alter the wetland boundaries during that period. The District's Governing Board may revoke the FWD upon finding that the petitioner has submitted inaccurate information to the District.

AUTHORIZED BY: St. Johns River Water Management District



By: _____
Thomas Evans
Supervising Regulatory Scientist

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *www.sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

890 N US Hwy 1, LLC
1451 N US Highway 1
Ste 13
Ormond Beach, FL 32174-0705

This 18th day of March 2025.



Jeffrey Prather, Division Director

Permit Number: 74948-7

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a formal wetland determination.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the formal wetland determination. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the formal wetland determination.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your formal wetland determination will not expire.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following formal wetland determination was issued on _____:

(Name and address of petitioner:)_____ formal wetland determination #_____. The property subject to this determination is located in _____County, Section _____, Township _____ South, Range _____ East. This determination authorizes the delineation of the landward extent of wetlands and other surface waters as determined by the District on the _____ acres known as _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.
A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice**. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the formal wetland determination described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
Legal Advertising
The Gainesville Sun
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652 (Option 3)

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BRAFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

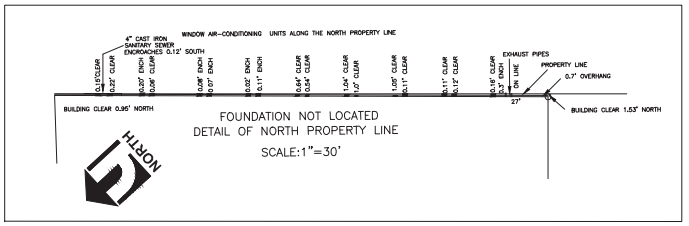
OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

SEMINOLE
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322



FOUNDATION NOT LOCATED
DETAIL OF NORTH PROPERTY LINE
SCALE:1"=30'

LINE TABLE WETLAND A

LINE NO.	DISTANCE	BEARING
L1	14.69	S 52°30'00" W
L2	53.63	S 24°45'00" E
L3	24.40	S 11°59'30" E
L4	7.03	S 20°06'50" W
L5	68.33	S 46°37'25" E
L6	46.75	S 07°04'49" E
L7	51.69	S 06°03'00" E
L8	100.77	S 12°30'50" E
L9	56.42	S 33°58'28" E
L10	19.54	S 58°03'19" E

LINE TABLE WETLAND C

LINE NO.	DISTANCE	BEARING
L30	57.34	S 34°40'25" W
L31	25.78	N 59°57'10" W
L32	32.00	N 29°03'50" E
L33	29.20	N 79°47'15" E
L34	10.71	N 84°06'25" E

LINE TABLE WETLAND B

LINE	TABLE	WETLAND B
L12	11.71	S 04°32'54" W
L13	51.36	S 36°31'01" W
L14	9.10	S 35°05'00" W
L15	19.70	N 89°58'00" E
L16	18.90	N 60°30'00" E
L17	18.60	S 29°45'28" W
L18	31.99	S 88°05'30" W
L19	26.83	S 71°58'40" W
L20	83.44	N 46°29'50" W
L21	50.55	N 35°00'30" W
L22	58.17	N 23°58'30" W
L23	45.19	N 70°20'46" W
L24	33.72	N 29°18'27" E
L25	63.16	N 61°56'28" E
L26	56.14	S 56°23'25" E
L27	60.58	S 16°32'02" E
L28	39.25	N 34°28'26" E
L29	75.16	S 56°24'44" E
L35	6.03	S 04°32'54" W

GEORGE ANDERSON GRANT
SECTION 38
TOMOKA RIVER
FRACTION SECTION 8
TOMOKA RIVER

THOMAS FITCH GRANT
SECTION 39
TOWNSHIP 14 SOUTH
RANGE 32 EAST

SOUTH END CONCRETE BRIDGE
SOUTH BOUND LANE
S 43°02'05" E
749.92'
PC STATION
519+94.32

SE CORNER
SECTION 38
T14S, R32E
CORNER NOT FOUND
FALLS IN WATER

S 80°30'53" E
506.99'(D)

S 43°02'05" E 728.55'
(S 43°01'00" E 728.55')

REFERENCE POINT

FD 1/2" IR
N 71°53'42" W 0.20'

L = 171.89'

FD 1/2" IR

L = 301.77'

TOTAL CURVE
℄ CURVE DATA
Δ = 15°1'0"
R = 3819.83'
L = 1001.14'
T = 503.46'
CH= 998.28'
CH BNG = S 50°32'36" E

CURVE DATA
Δ = 9°57'40"
R = 3879.83'
L = 674.52' (674.68')
T = 338.11'
CH= 673.67'
CH BNG = S 48°0'56" E

POINT OF BEGINNING

℄ SOUTH BOUND LANE

FD 4"x4" CM

L = 200.86'

4" CAST IRON SANITARY SEWER ENCROACHES 0.12' SOUTH

BUILDING CLEAR 0.95' NORTH

AIR CONDITIONING WALL SEE DETAIL AT TOP

TOMOKA MOTEL

SEE DETAIL "A"

0.7' OVERHANG
EXHAUST PIPES

BUILDING CLEAR 1.53' NORTH

CURVE DATA
Δ = 5°03'20"
R = 3879.83'
L = 342.35' (345.57')
T = 171.28'
CH= 342.24'
CH BNG = S 55°31'26" E

N 46°58'22" E 480.47'
(N 46°59'00" E 480.33')

N 31°56'54" E
10.00'
(N 31°57'00" E)

PT STATION
529+95.46

170'

60'

SET 5/8" IR
℄ CAP LB 3612

S 58°03'06" E 453.22'
(S 58°03'00"E 450.00')

360.76'

FD 6"x6" CM
0.28' INSIDE

SET 5/8" IR
℄ CAP LB 3612

S 58°03'06" E
54.00'
(S 58°03'00" E)

EXISTING DITCH
0.0068 AC

TOP OF BANK

WETLANDS A
1.0169 ACRES

WETLANDS B
0.4406 ACRES

WETLANDS C
0.0269 ACRES

FLOOD ZONE A

FLOOD ZONE X

TOP OF BANK

U. S. HIGHWAY 1
(STATE ROAD NO. 4)

(535+00)
535+02.25

50'

160'

FD BROKEN CM
RESET CM

144.89'

S 31°56'41" W

(S 31°57'00" W 719.03')

720.19'

FD 1/2" IP

235.76'
182.59'

N 46°58'00" E
157.31'

N 46°58'00" E
206.19'

THIS LINE USED FOR BASES OF BEARINGS
N 43°02'00" W (D) 1007.9 (R)

N 43°02'00" W 1008.16'

FD 3"x3" CM

FLORIDA EAST COAST RAILROAD 100' R/W

EXISTING TRACKS

GRAPHIC SCALE
1" = 60'
60 30 0 60

DESCRIPTION
THAT PART OF THE THOMAS FITCH GRANT, BEING SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, DESCRIBED AS : BEGINNING AT THE ORIGINAL SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER AS A POINT OF REFERENCE, AND RUNNING THENCE SOUTH 80°30'53" EAST A DISTANCE OF 506.99 FEET TO THE POINT WHERE THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4 INTERSECTS THE SOUTHEASTERLY EDGE OF THE TOMOKA RIVER; THENCE SOUTH 43°01'00" EAST ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 4, A DISTANCE OF 728.75 FEET TO THE POINT OF A CURVE OF 1°28'36" CURVED TO THE LEFT; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE ON A 1°28'36" CURVE TO THE LEFT, A DISTANCE OF 674.68 FEET TO THE POINT OF BEGINNING; CONTINUING ALONG SAID CURVE 345.57' TO THE POINT OF TANGENT OF SAID CURVE; THENCE SOUTH 58°03'00" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 54.00 FEET; THENCE NORTH 31°57'00" EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO A POINT WHICH IS 50.00 FEET SOUTHWESTERLY FROM THE CENTER LINE OF SAID STATE ROAD NO. 4; THENCE SOUTH 58°03'00" EAST ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 450.00 FEET; SAID POINT BEING 50.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES, STATION 535+00 ON THE CENTER LINE OF SAID HIGHWAY; THENCE SOUTH 31°57'00" WEST A DISTANCE OF 719.03 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF THE FLORIDA EAST COAST RAILWAY; THENCE NORTH 43°02'00" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY, TO A POINT WHICH IS 480.33 FEET FROM THE POINT OF BEGINNING, AS MEASURED ON A BEARING SOUTH 46°59'00" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 46°59'00" EAST, 480.33 FEET TO THE POINT OF BEGINNING.
CONTAINS 12.476 ACRES

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY A FLORIDA REGISTERED PSM ON THE DATE AND TIME STAMP, AS SHOWN HEREON, USING AN ELECTRONIC SIGNATURE. THE ELECTRONIC SIGNATURE AND SEAL ARE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.062 (3) EFFECTIVE DATE JULY 15, 2018.

AN ELECTRONIC SIGNATURE IS A GENERAL AUTHENTICATION PROCESS ATTACHED TO OR LOGICALLY ASSOCIATED WITH AN ELECTRONIC DOCUMENT AND SHALL CARRY THE SAME WEIGHT, AUTHORITY AND EFFECT AS AN ORIGINAL SIGNATURE AND SEAL. THE ELECTRONIC SIGNATURE, WHICH CAN BE GENERATED BY USING EITHER PUBLIC KEY INFRASTRUCTURE OR SIGNATURE DYNAMICS TECHNOLOGY, MUST BE: (A) UNIQUE TO THE PERSON USING IT (B) CAPABLE OF VERIFICATION (C) UNDER THE SOLE CONTROL OF THE PERSON USING IT (D) LINKED TO A DOCUMENT IN SUCH MANNER THAT THE ELECTRONIC SIGNATURE IS INVALIDATED IF ANY DATA IN THE DOCUMENT IS CHANGED.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.

LEGEND
FD.....FOUND
● IR... IRON ROD
✪ IP... IRON PIPE
○ INDICATES WETLANDS FLAG (TYPICAL)
LS.....LICENSED SURVEYOR
LB.....LICENSED BUSINESS
Δ .....DELTA OR CENTRAL ANGLE
R.....RADIUS CH BNG...CHORD BEARING
L.....LENGTH CH... CHORD
T.....TANGENT PC.....POINT OF CURVE
R/W.....RIGHT OF WAY
℄ CENTER LINE
PT... POINT OF TANGENCY
-o- WOOD POWER POLE
(R)....RECORD (D) DESCRIPTION
SJRWMD ..... ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AC ..... ACRES

GENERAL NOTES:

1.) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNER-SHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.

2.) BEARING STRUCTURE BASED ON DESCRIPTION (N43°02'00" W) ALONG THE WEST LINE OF SUBJECT PROPERTY.

3.) LEGAL DESCRIPTION PROVIDED BY CLIENT

4.) DESCRIPTION DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

5.) WETLANDS MARKED BY JOHN PALMER OF BIOLOGICAL CONSULTING SERVICES, INC 6/09/98 WETLANDS JURISDICTION LINE REVIEWED AND APPROVED BY SJRWMD REPRESENTATIVES,

6.) LANCE HART AND DAR GUAM CHENG ON JULY 16, 1998 THIS SPECIAL PURPOSE SURVEY WAS DONE TO SHOW CHANGES IN THE WETLANDS SEE UPHAM FILE #29-65B FOR BOUNDARY SURVEY DATED: 1/26/96 SIGNED BY: A. E. RICE AND UPHAM FILE 29-72 DATED 4/06/2006

7.) FEMA FLOOD PLANE CERTIFICATION ACCORDING TO THE F.I.R.M./ MAP, COMMUNUNITY NAME ORMOND BEACH, NUMBER 125136, COMMUNITY-PANEL NUMBER; 12127C0212 K, DATED : 09/29/2019 THE PROPERTY IS IN FLOOD ZONE X.

WETLANDS LIMITS WERE REVIEWED AND APPROVED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVES, KATE GRONINGER AND KIMBERLY EISELE, ON OCTOBER 28, 2019, FOR A REAUTHORIZATION OF THE FORMAL WETLAND DETERMINATION
(NO FIELD WORK PREFORMED BY THE UNDERSIGNED AT THE TIME OF THIS REVIEW)

SITE INSPECTION FOR FORMAL WETLANDS DETERMINATION REAUTHORIZATION BY SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVES ELOIS LINDSEY AND NANETTE CHURCH ON AUGUST 8, 2014." (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

THE WETLANDS LINE AND SITE CONDITIONS HAVE BEEN REVIEWED AND APPROVED BY SJRWMD REPRESENTATIVE, MAD RISCHAR, ON MAY 12, 2009, FOR REAUTHORIZATION OF EXISTING FWD#16-127-74948-3 (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

WETLANDS LIMITS WERE REVIEWED AND APPROVED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REPRESENTATIVE JUSTIN DAHL ON 1/23/2025 FOR A REAUTHORIZATION OF THE FORMAL WETLAND DETERMINATION (NOTE: THIS SURVEY HAS NOT BEEN UPDATED NOR ANY FIELD WORK PREFORMED BY THE UNDERSIGNED)

THIS SPECIAL PURPOSE SURVEY WAS DONE TO SHOW THE REVIEW OF WETLAND ONLY, BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

REVISIONS:
WETLANDS REMARKED AS SHOWN..... 6/18/98
BOUNDARY UPDATED 4/04/06
REVISED WETLAND TABLES 06/22/09
REVISED WETLAND NOTES AND FLOOD ZONE 08/11/2014
REVISED WETLAND NOTES AND FLOOD ZONE 11/04/2019
REVISED WETLAND NOTES AND FLOOD ZONE 02/07/2025

WO#
191101
140804
090503
060133
980306
960013

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472, FLORIDA STATUTES.

Clyde O Van Kleeck Jr.
Digitally signed by Clyde O Van Kleeck Jr.
Date: 2025.03.05 08:53:32 -05'00'
02/17/2025
C. O. VAN KLEECK, JR.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER

TYPE OF SURVEY:
SPECIAL PURPOSE

UPHAM INC
CIVIL ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE
265 Kentworth Avenue Ormond Beach, Florida 32174
Voice 386.672.8515 - Fax 386.673.6554 - upham.com
LB # 0003612 LC # 0000357

890 N US HWY #1
ORMOND BEACH, FL 32174
TAX ID: 3242-00-00-0280

PSM NO. 6149 L.B. 3612

OFFICE WORK BY : JDM DATE:MM/DD/YY 6/19/98
FIELD WORK BY: RN, WSH DATE: MM/DD/YY 01/25/96
SCALE: 1"=60'

DRAWING FILE NAME: 29-67D-2019.DWG
DISK ID: server
FILE: 29-67D

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT TECHNICAL STAFF REPORT
08-Aug-2025
APPLICATION #: 74948-8

Applicant: Scott Vanacore
890 North US Hwy 1, LLC
1451 US-1
Ste. 13
Ormond Beach, FL 32174
(386) 547-4373

Owner: Scott Vanacore
890 North US Hwy 1, LLC
1451 US-1
Ste. 13
Ormond Beach, FL 32174
(386) 547-4373

Consultant: Joe Young, III
Biological Consulting Services, Inc.
802 Magnolia St
New Smyrna, FL 32168-7440
(386) 423-3402

Steven R Buswell
Parker Mynchenberg & Associates
1729 Ridgewood Ave
Holly Hill, FL 32117-5406
386-677-6891

Project Name: Tomoka Commerce Park
Acres Owned: 12.48
Project Acreage: 11.19
County: Volusia

STR:

Section(s):	Township(s):	Range(s):
39	14S	32E

Receiving Water Body:

Name	Class
Tomoka River	III Marine, OFW

Authority:	62-330.020 (2)(d), 62-330.020 (2)(a), 62-330.020 (2)(c) , 62-330.020 (2)(b)
Existing Land Use:	Streams and Waterways(5100), Mixed Hardwoods(4380), Wetland Forested Mixed(6300)
Mitigation Drainage Basin:	Halifax River
Special Regulatory Basin:	Tomoka River Basin
Final O&M Entity:	Tomoka Park Property Owners Association, Inc.
ERP Conservation	No

Easements/Restrictions:
Interested Parties: No
Objectors: No

Authorization Statement:
Construction and operation of a Stormwater Management System for a 11.19-acre project known as Tomoka Commerce Park as per plans received by the District on April 25, 2025 and revised sheets received July 11, 2025.

Recommendation: Approval
Reviewers: Justin Dahl; Jim Carey

Staff Comments

Project Applicant and Sufficient Real Property Interest:
The permit applicant is the record title holder over the property on which the proposed activities will be conducted.

Project Location and Brief Description:
The project site is located along the west side of U.S. Highway #1 and just east from the Florida East Coast Railroad; approximately 2.5-miles southeast from the intersection of Interstate 95 and U.S. Highway #1; approximately 2-miles northwest from the intersection of U.S. Highway #1 and S.R. 40, in the City of Ormond Beach, in east Volusia County. The project includes the construction of a 4-lot commercial subdivision with associated infrastructure improvements.

Permitting History:
Permit No. 74948-7 issued March 18, 2025, was the latest renewal for the Formal Wetland Determination for the property which was initially issued in 2003.
Permit series 76087 was for a commercial development within the property limits, but construction never commenced in this series and the permits have expired.

Coastal Zone Management:
Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Engineering

Description of Project (Surface Water Management System):
The Stormwater Management System consists of surface inlets and underground piping that directs runoff into two interconnected dry retention ponds that are equipped with underdrains. Overflow from the ponds is directed into an onsite preserved wetland.

Water Quality:

Submitted plans and calculations show that the stormwater system is designed to provide water quality treatment in accordance with Sections 4.1 and 6.0, A.H. Vol. II for discharge to Class III fresh waters.

Water Quality Certification:
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Flood Protection:
Calculations were provided demonstrating that the post-development peak rate of discharge will not exceed the pre-development peak rate of discharge generated by the Mean Annual and the 25-year 24-hour storm events.

Special Basin Criteria:
The project is located in the Tomoka River Hydrologic Basin. The project, as proposed, is consistent with the conditions for permit issuance pursuant to Section 13.5, A.H. Vol. II, as follows.
1) The system retains greater than 3-inches of runoff from the Directly Connected Impervious Area. Therefore, this standard is met.
2) There is no reduction in the 100-year floodplain storage volume. Therefore, this standard is met.
3) The system does not incorporate detention with filtration. Therefore, this standard is met.
4) The project is not in a designated Riparian Habitat Protection Zone. Therefore, this standard is met.

Operation and Maintenance:
The applicant has proposed that the project will be operated and maintained by a Property Owners Association identified as Tomoka Commerce Park Property Owners Association, Inc. and has provided draft articles of incorporation and a draft declaration of covenants and restrictions that meet the requirements of Section 12.3.1, A.H. Vol. I.

Environmental

Site Description:
Most of the site is comprised of live-oak forest uplands that slope down to a mesic mixed hardwood forest. Three wetlands and a ditch occur onsite. WA is a hardwood swamp to be preserved. The swamp retained moderately high habitat values although it was diminished in its isolation owing to US 1 and FEC railroad construction. WB is a tiny sink connected to WA via ditch. WC is a small, isolated sink which appears to have been dug by a previous landowner.

Impacts:
The applicant proposes to impact 0.468 acres of wetlands and 0.088 acres of other surface waters. 0.441 acres of these impacts (WB) are considered adverse and require mitigation as described below. The remaining 0.027 acres of wetland impact (WC) is

attributed to an isolated wetland that is less than one half acre and that meets the provisions of subsection 10.2.2.1, A.H. Vol. I, and does not warrant mitigation.

The remaining 0.088 acres of impact is to an upland-cut ditch that meets Section 10.2.2.2, A.H. Vol. I and is not considered adverse; therefore, no elimination/reduction analysis, cumulative-impacts analysis, or mitigation was required for the impacts proposed within this surface water.

Secondary impacts:
The project meets the secondary impact criteria of subsection 10.2.7, A.H., Vol. I, as:

1. the proposed activities were assessed for the potential to result in unacceptable secondary impacts, as defined in Section 10.2.7(a), A.H. Vol. I. The applicant has designated a 25-foot average, 15-foot minimum undisturbed upland buffer directly abutting the remaining onsite wetlands and has proposed conservation area signage along the landward side of the upland buffer;
2. no evidence was observed that the upland portions of the site are being utilized by bald eagles, and aquatic and wetland dependent listed species for nesting and denning;
3. no adverse impacts to cultural resources are anticipated; and
4. there are no known future phases or expansion, or very closely linked and causally related on-site or off-site activities that would result in adverse impacts.

Elimination/Reduction of Impacts:
The applicant was not required to implement practicable design modifications to reduce or eliminate impacts pursuant to Section 10.2.1.2 (b)., A.H. Vol. I. The proposed mitigation implements all or part of a plan that provides regional ecological value and provides greater long-term ecological value than the impacted wetlands/surface waters.

Mitigation:
The applicant proposes to mitigate for the impacts to the wetlands through the purchase of 0.25 freshwater forested UMAM credits through Farmton North Mitigation Bank. The proposed mitigation was assessed utilizing UMAM, and staff has determined that the proposed mitigation bank credits will adequately offset the ecological loss associated with the proposed wetland and other surface water impacts as the mitigation provides the same ecological value and is located within the mitigation drainage basin.

Financial Assurance Mechanism:
None.

Off-Site Mitigation:
None.

Cumulative Impacts:
The proposed mitigation fully offsets the proposed impacts and is located within the same drainage basin as the impacted wetlands, so no unacceptable cumulative impacts will occur, pursuant to Section 10.2.8, A.H. Vol. I.

Wetland Summary Table
Tomoka Commerce Park Commercial

		Acres
Total Surface Water, Upland RHPZ and Wetlands in Project		
Wetlands		1.485
OSW		0.088
Upland RHPZ		0.000
	Total	1.573
Impacts that Require Mitigation		
Dredged or Filled		0.441
	Total	**0.441**
Impacts that Require No Mitigation		
Dredged or Filled		0.027
Dredged or Filled		0.088
	Total	**0.115**
Mitigation		
On-Site		
	Total	**0.000**
Off-Site		
	Total	**0.000**

Other	**Reserved Credits**
Mitigation Bank Credits (Farmton North - UMAM,17, Forested Freshwater)	0.250

Conclusion:
The applicant has provided reasonable assurance that the proposed project meets the conditions for issuance of permits specified in rules 62-330.301 and 62-330.302, F.A.C.

Conditions

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling

Unit" [Form 62-330.310(3)]; or

b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

22. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

23. The operation and maintenance entity shall submit inspection reports to the District one year after the operation phase of the permit becomes effective and every two years thereafter on form 62-330.311(1), "Operation and Maintenance Inspection Certification". The inspection form must be signed and sealed by an appropriate registered professional.

24. Before the start of any construction, the permittee must provide the District with documentation demonstrating 0.25 forested freshwater UMAM mitigation credits have been debited from the Farmton North UMAM Mitigation Bank ledger.

25. In the event that the permittee does not successfully complete the transaction to obtain 0.25 forested freshwater UMAM mitigation credits from Farmton North UMAM Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

26. Prior to the construction of the activities authorized in this permit the permittee must install permanent preservation area signs along the upland buffer abutting the wetlands as depicted on Sheet 2A and detailed on Sheet 10 of the plans received by the District on July 11, 2025.

27. The proposed project must be constructed and operated as per the plans received by the District on April 25, 2025 and revised sheets received July 11, 2025.

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

August 08, 2025

Scott Vanacore
890 North US Hwy 1, LLC
1451 US-1
Ste. 13
Ormond Beach, FL 32174

SUBJECT: 74948-8
Tomoka Commerce Park

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on August 08, 2025. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to receive a copy of a Technical Staff Report (TSR) that provides the District staff's analysis of the permit application, go to our ePermit portal on the District's website at https://permitting.sjrwmd.com/ep/#/ep, and then click on "Regulatory Search" from the Search option on the blue bar. From the search page, enter the Application/Permit #, and the Sequence # in the appropriate boxes and then click on Search. Click on the application/permit number hyperlink, to take you to a listing of all documents, including the TSR, for this permit.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to our ePermit portal on the District's website at https://permitting.sjrwmd.com/ep/#/ep. Once you have logged in to your account go to the "Processed Applications" panel and click on the hyperlink in the "Items Due" column. If you don't see your permit on this panel, you can add it as a "Favorite" by clicking on the "Favorite" icon at the top of the dashboard. This hyperlink will take you to a list of pending submittals due, and choose the appropriate submittal and click on the "Edit" icon to add necessary documents or information, and then submit. You can also submit this compliance data from the "Services"

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH
J. Chris Peterson, SECRETARY WINTER PARK
Cole Oliver, TREASURER MERRITT ISLAND
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Ron Howse COCOA
Janet Price FERNANDINA BEACH

menu after logging in to your account. You will find the link under "Miscellaneous" services menu. The associated compliance forms to comply with your permit conditions are available at https://www.sjrwmd.com/documents/permitting/ .

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), “Request to Transfer Permit,” available at https://www.sjrwmd.com/documents/permitting/. You can apply for a permit transfer on our the District's ePermit portal at https://permitting.sjrwmd.com/ep/#/ep. Once you have logged in, click on "Transfer Request" from the "SWERP/ERP Applications" Services menu.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Jeff Prather, Division Director
Division of Regulatory Services
St. Johns River Water Management District
2501 S. Binion Rd
Apopka, Fl 32703
321-676-6609

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 74948-8 **DATE ISSUED:** August 08, 2025

PROJECT NAME: Tomoka Commerce Park

A PERMIT AUTHORIZING:
Construction and operation of a Stormwater Management System for a 11.19-acre project known as Tomoka Commerce Park as per plans received by the District on April 25, 2025 and revised sheets received July 11, 2025.

LOCATION:
Section(s): 39 Township(s): 14S Range(s): 32E
Volusia County

Receiving Water Body:

Name	Class
Tomoka River	III Marine, OFW

ISSUED TO:
890 North US Hwy 1, LLC
1451 US-1
Ste. 13
Ormond Beach, FL 32174

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:
See conditions on attached “Exhibit A”, dated August 08, 2025

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: _____

Kirstin Leiendecker
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 74948-8
Tomoka Commerce Park
DATED August 08, 2025

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

b. For all other activities — “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant

associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

22. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

23. The operation and maintenance entity shall submit inspection reports to the District one year after the operation phase of the permit becomes effective and every two years thereafter on form 62-330.311(1), "Operation and Maintenance Inspection Certification". The inspection form must be signed and sealed by an appropriate registered professional.

24. Before the start of any construction, the permittee must provide the District with documentation demonstrating 0.25 forested freshwater UMAM mitigation credits have been debited from the Farmton North UMAM Mitigation Bank ledger.

25. In the event that the permittee does not successfully complete the transaction to obtain 0.25 forested freshwater UMAM mitigation credits from Farmton North UMAM Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

26. Prior to the construction of the activities authorized in this permit the permittee must install permanent preservation area signs along the upland buffer abutting the wetlands as depicted on Sheet 2A and detailed on Sheet 10 of the plans received by the District on July 11, 2025.

27. The proposed project must be constructed and operated as per the plans received by the District on April 25, 2025 and revised sheets received July 11, 2025.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
Gainesville Sun, Legal Advertising
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Maclenny, FL 3206 3
904-259-2400/ fax 904-259-6502

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

SEMINOLE
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

ATTACHMENT 5

Proposed Permitted Uses

Tomoka Commerce Park List of Uses for Lots 1 & 2

Use
Bingo Parlor
Bowling Center
Business/Professional Office
Business Services
Child Care Facility
Club and Fraternal Organization
Convenience Store, Type "A"
Cosmetic Tattoo
Financial Institution
House of Worship
Instructional Physical Activity
Malted Beverage Producer
Medical Supply/Rental
Non-Emergency Medical Transportation Services
Personal Services
Pool Hall/Billiards
Public Facilities
Public Utilities
Recreation Facilities, Indoor
Restaurant Type "A"
Restaurant Type "B"
Restaurant Type "C"
Retail Sales and Service
Retail Sales and Service, Showroom
School, Private
Shopping Center
Skating Center
Telecommunication Tower/Antennae, Camouflaged
Veterinarian
Virtual Golf Centers
Wine, Beer or Liquor Store

Tomoka Commerce Park List of Uses for Lots 3 & 4

Use
Business Warehouse
Industrial, Light
RV and Boat Storage (indoors only)
Warehouse, Mini-Rental

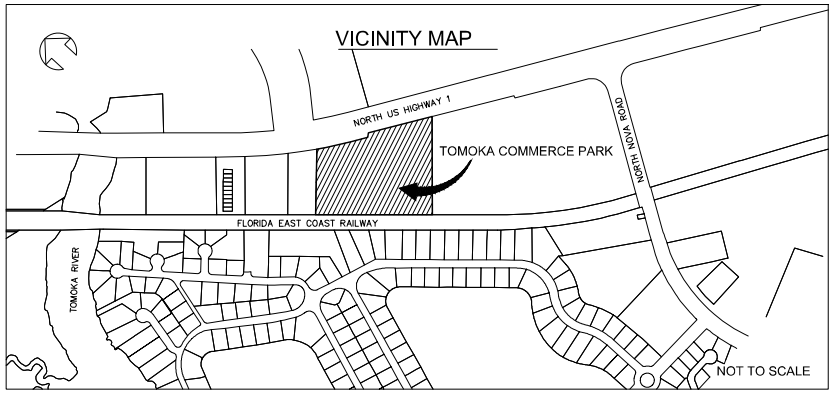
ATTACHMENT 6

Preliminary Plat

TOMOKA COMMERCE PARK

MAP BOOK_____ PAGE _____

A PORTION OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



SHEET INDEX

SHEET 1	COVER
SHEET 2	LEGAL DESCRIPTION AND LEGEND
SHEET 3	GENERAL NOTES AND LEGEND
SHEETS 4	PLAN SHEETS

PREPARED BY:
J. J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386) 252-7371

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT 890 N US HWY 1 LLC, A FLORIDA LIMITED LIABILITY COMPANY, JOHN S VANACORE, MANAGER, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED TOMOKA COMMERCE PARK, LOCATED IN ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PRIVATE STREETS, ACCESS, EMERGENCY ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PEDESTRIAN ACCESS, TREE PRESERVATION EASEMENTS SHOWN AND/OR DESCRIBED THEREON TO THE PERPETUAL USE OF THE PUBLIC. MAINTENANCE SHALL BE ASSIGNED TO THE PARTIES IN THIS DEDICATION AND THE GENERAL NOTES SHOWN ON THIS PLAT.
PARCEL "A", PUMP STATION SITE IS HEREBY GRANTED IN FEE TO THE CITY OF ORMOND BEACH
TRACT A, COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION IS HEREBY GRANTED TO TOMOKA COMMERCE PARK PROPERTY OWNER'S ASSOCIATION, INC..

BY_____
JOHN S. VANACORE, MANAGER

ATTEST_____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ (SIGNATURE)
_____ NAME (PRINTED)

_____ (SIGNATURE)
_____ NAME (PRINTED)

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2025, BY JOHN S. VANACORE, MANAGER OF 890 US1, LLC., A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LLC. WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED_____ AS IDENTIFICATION.

*SIGNATURE*_____

*PRINT NAME*_____

NOTARY PUBLIC *STATE OF FLORIDA AT LARGE*

*TITLE/RANK:*_____

*MY COMMISSION EXPIRES:*_____

*COMMISSION NUMBER:*_____

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2025, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "TOMOKA COMMERCE PARK" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL_____, DATE: _____, 2025.

CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSM NO. 5574
UPHAM INC. L.B. NO. 03612

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR, DOES HEREBY CERTIFY THAT ON _____ HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LAND THEREIN DESCRIBED AND PLATTED; THAT SAID PLAT HAS BEEN PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AND COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY.

DATE: _____

J. J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386) 252-7371 LB6883

_____
BY: JOHN J. MATEJKA, III
PSM4002

CERTIFICATE OF CLERK:

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

_____ AT _____ FILE NO._____.

_____
CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

SHEET 1 OF 4 SHEETS

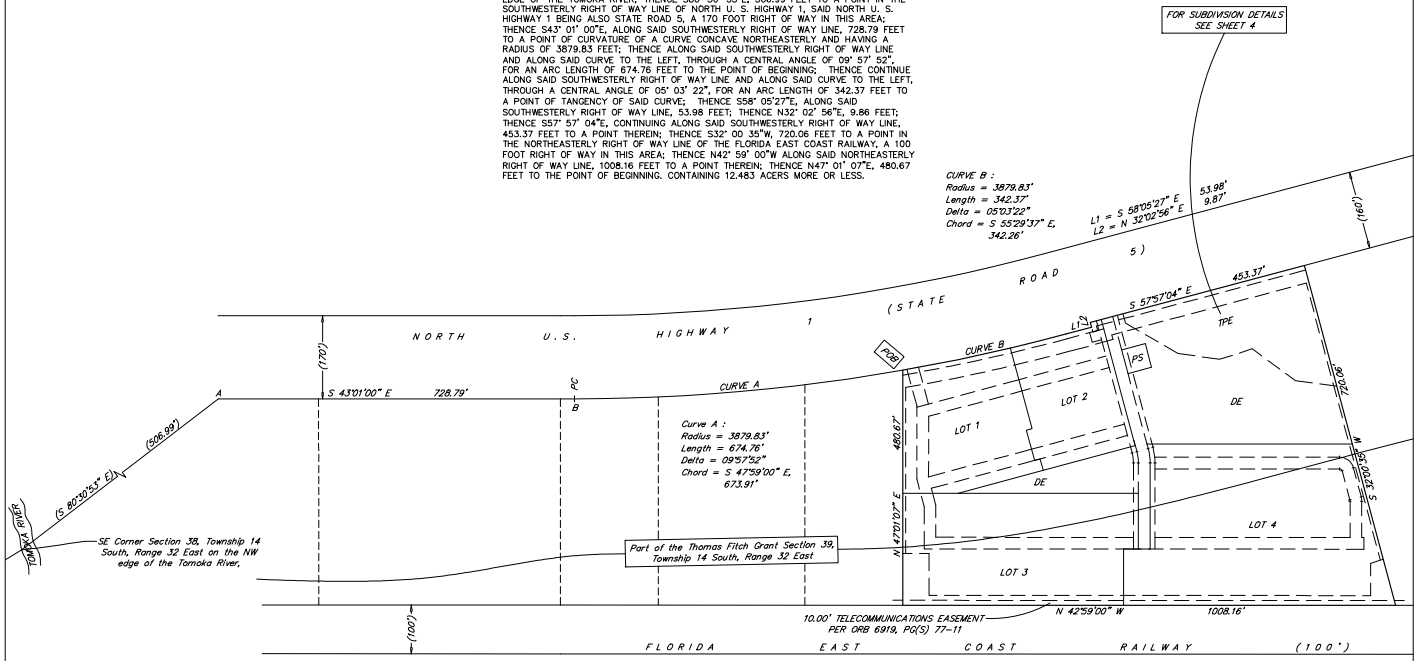
TOMOKA COMMERCE PARK

MAP BOOK_____ PAGE _____

A PORTION OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING. CONTAINING 12.483 ACERS MORE OR LESS.



LEGEND:

POB - POINT OF BEGINNING	1' NVA - 1' NON-VEHICULAR ACCESS EASEMENT DEDICATED TO VOLUSIA COUNTY
NR - NON RADIAL	PRC - POINT OF REVERSE CURVATURE
MB - MAP BOOK	PNC - POINT ON NON-TANGENT CURVE
PG(S) - PAGE(S)	POC - POINT OF COMMENCEMENT
R/W - RIGHT OF WAY	ORB - OFFICIAL RECORDS BOOK
BS - BUILDING SETBACK	PT - POINT OF TANGENCY
R - RADIUS	PI - POINT OF INTERSECTION
D - CENTRAL ANGLE	PC - POINT OF CURVATURE
L - ARC LENGTH	PNT - POINT ON NON-TANGENCY
C - CHORD	ML - MATCH LINE
CB - CHORD BEARING	TE - TEMPORARY EASEMENT
FT - FEET	LB - LICENSED BUSINESS
RP - RADIUS POINT	PSM - PROFESSORIAL SURVEYOR AND MAPPER
DE - DRAINAGE EASEMENT	TPE - TREE PRESERVATION EASEMENT
PS - PUMP STATION	

GRAPHIC SCALE
0 60 120 180 240 360
1 INCH = 120 FEET

PREPARED BY:
J. J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386) 252-7371

SHEET 2 OF 4 SHEETS

TOMOKA COMMERCE PARK

MAP BOOK_____ PAGE _____

A PORTION OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. BEARINGS ARE ASSUMED, BASED ON THE LINE SEGMENT FROM A TO B SHOWN HEREON, BEARING S 43°01'00" E, AND ARE BASED ON THE RECORD PLAT.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. DENOTES SET PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 6883 UNLESS OTHERWISE NOTED).

4. DENOTES SET PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 6883 UNLESS OTHERWISE NOTED)

5. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR TOMOKA COMMERCE PARK PROPERTY OWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK ___, PAGES ___ – ___. COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK ___, PAGES ___– ___.

6. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

7. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

8. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

9. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; SUBJECT TO STATUTORY RESTRICTIONS

10 THIS PLAT IS SUBJECT TO TOMOKA COMMERCE PARK PLANNED BUSINESS DEVELOPMENT RESOLUTION NO. ____–___ RECORDED IN O.R. BOOK ___, PAGE ____ PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

11. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

12. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES, IN TRACT A COMMON AREA ARE THE MAINTENANCE RESPONSIBILITY OF THE TOMOKA COMMERCE PARK PROPERTY OWNER'S ASSOCIATION INC.

13. TRACT A PRIVATE ROAD COMMON AREA, ACCESS, EMERGENCY ACCESS, MAINTENANCE DRAINAGE, UTILITY, PEDESTRIAN ACCESS & TREE PRESERVATION EASEMENT; TO BE MAINTAINED BY THE TOMOKA COMMERCE PARK PROPERTY OWNER'S ASSOCIATION INC., CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER, REUSE, OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.

14. ALL EMERGENCY ACCESS EASEMENTS ARE HEREBY CONVEYED TO THE CITY OF ORMOND BEACH FOR EMERGENCY ACCESS PURPOSES. EMERGENCY ACCESS EASEMENTS TO BE MAINTAINED BY THE TOMOKA COMMERCE PARK PROPERTY OWNER'S ASSOCIATION, INC.

15. THE TREE PRESERVATION AREAS SHOWN HEREON ARE SUBJECT TO A TREE PRESERVATION EASEMENT IN FAVOR TO THE CITY OF ORMOND BEACH. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED IN THE TREE PROTECTION EASEMENT.

TOTAL NUMBER OF LOTS = 4

TOTAL NUMBER OF TRACTS = 1

TOTAL NUMBER OF PARCELS = 1

SETBACKS

1.	MAXIMUM BUILDING HEIGHT =	30'
2.	MAXIMUM BUILDING COVERAGE =	35%
3.	MAXIMUM LOT IMPERVIOUS COVERAGE =	75%
4.	MINIMUM LOT SIZE =	28,000 S.F.
5.	MINIMUM LOT WIDTH =	100'
6.	MINIMUM LOT DEPTH =	NONE
7.	MINIMUM PERIMETER =	NONE
8.	MINIMUM SETBACKS	
	A. EAST (US-1) =	36'
	B. NORTH =	10'
	C. SOUTH =	10'
	D. WEST =	20'

E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECATION EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.

LEGEND:

POB - POINT OF BEGINNING
NR - NON RADIAL
MB - MAP BOOK
PG(S) - PAGE(S)
R/W - RIGHT OF WAY
BS - BUILDING SETBACK
R - RADIUS
D - CENTRAL ANGLE
L - ARC LENGTH
C - CHORD
CB - CHORD BEARING
FT - FEET
RP - RADIUS POINT
DE - DRAINAGE EASEMENT
PS - PUMP STATION
1' NVA - 1' NON-VEHICULAR ACCESS EASEMENT DEDICATED TO VOLUSIA COUNTY
PRC - POINT OF REVERSE CURVATURE
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PC - POINT OF CURVATURE
PNT - POINT ON NON-TANGENCY
ML - MATCH LINE
TE - TEMPORARY EASEMENT
LB - LICENSED BUSINESS
PSM - PROFESSORIAL SURVEYOR AND MAPPER
TPE - TREE PRESERVATION EASEMENT

PREPARED BY:
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DAYTONA BEACH, FLORIDA 32118
(386) 252–7371

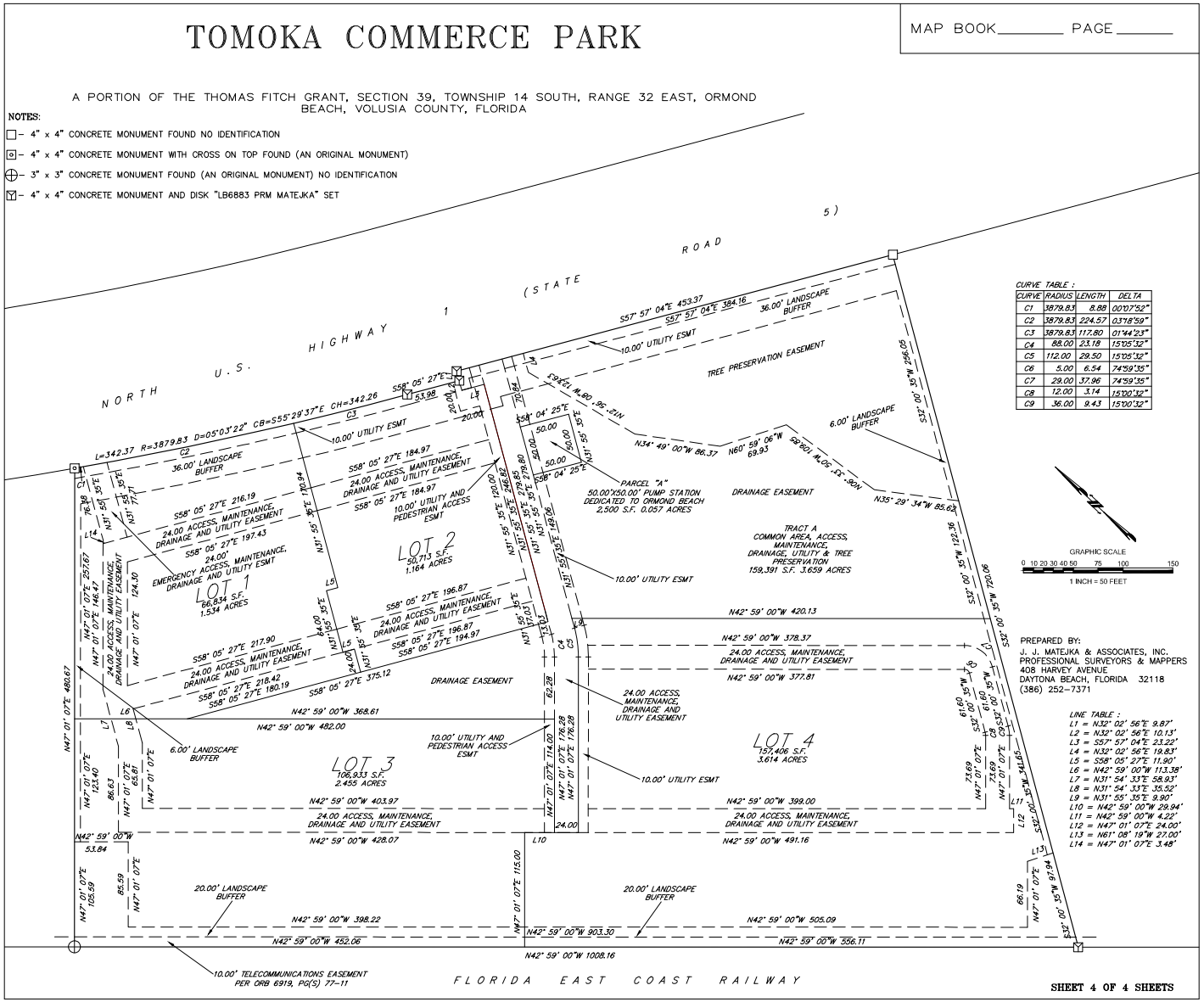
TOMOKA COMMERCE PARK

MAP BOOK_____ PAGE _____

A PORTION OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

NOTES:

- □ – 4" x 4" CONCRETE MONUMENT FOUND NO IDENTIFICATION
- ⊡ – 4" x 4" CONCRETE MONUMENT WITH CROSS ON TOP FOUND (AN ORIGINAL MONUMENT)
- ⊕ – 3" x 3" CONCRETE MONUMENT FOUND (AN ORIGINAL MONUMENT) NO IDENTIFICATION
- ⊠ – 4" x 4" CONCRETE MONUMENT AND DISK "LB6883 PRM MATEJKA" SET



CURVE TABLE :

CURVE	RADIUS	LENGTH	DELTA
C1	3879.83	8.88	00°07'52"
C2	3879.83	224.57	03°18'59"
C3	3879.83	117.80	01°44'23"
C4	88.00	23.18	15°05'32"
C5	112.00	29.50	15°05'32"
C6	5.00	6.54	74°59'35"
C7	29.00	37.96	74°59'35"
C8	12.00	3.14	15°00'32"
C9	36.00	9.43	15°00'32"

LINE TABLE :

L1 = N.32° 02' 56"E 9.87'
L2 = N.32° 02' 56"E 10.13'
L3 = S57° 57' 04"E 21.22'
L4 = N.32° 02' 56"E 19.83'
L5 = S58° 05' 27"E 11.90'
L6 = N42° 59' 00"W 113.38'
L7 = N31° 54' 33"E 58.83'
L8 = N31° 54' 33"E 35.52'
L9 = N31° 55' 35"E 9.90'
L10 = N42° 59' 00"W 29.94'
L11 = N42° 59' 00"W 4.22'
L12 = N47° 01' 07"E 24.00'
L13 = N61° 08' 19"W 27.00'
L14 = N47° 01' 07"E 3.48'

PREPARED BY:
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SHEET 4 OF 4 SHEETS

ATTACHMENT 7

Planned Business Development Information

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

Mr. Steven Spraker, AICP
Planning Director
The City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, Florida 32175

November 21, 2025

Re: TOMOKA COMMERCE PARK
Neighborhood Meeting Summary

Dear Steven:

A neighborhood meeting was held Wednesday, November 12, 2025, at 6:00 pm at Hampton Inn Daytona / Ormond Beach at 155 Interchange Blvd., Ormond Beach, Florida 32174. Attached is a copy of the sign in sheet as well as the PowerPoint presentation.

Below are the minutes of the meeting.

There were approximately 35 attendees.

Parker Mynchenberg introduced the developer, Scott Vanacore, his wife Tracy Vanacore, and the PMA Design Team. Parker then presented the project showing the Power Point of the proposed project including an overall site plan rendering, a slide of the historic “Root Commerce Park”, expired PUD, and rendering of the proposed site signage and proposed building elevations. Parker also explained the PBD rezoning process from staff review, to Neighborhood Meeting, to Planning Board, and then to City Commission. FDOT and St Johns permitting was discussed. After the presentation, the meeting was open to questions related to the proposed 12.483-acre stie. Below is a summary of concerns, questions and responses:

- Flooding Concerns: Concern was expressed regarding flooding within the city. Discussion occurred regarding whether this development would cause additional flooding in the city. Drainage design meets City, FDOT, and St. Johns requirements.
- Wetland Concerns: Wetland impacts are permitted per St Johns requirements. St Johns permit has been issued.
- Tree Preservation: meets City Landscape Code.
- Traffic: Items discussed included site access, improvements within the North U.S. Highway 1 roadway, and the project’s proportionate fair share agreement for traffic impacts. Parker answered with details of correspondence with FDOT and the Traffic Engineer and discussed U.S. 1 access requirements, site rendering, and turn lane requirements.
- Endangered Species Questions: Regarding gopher tortoise impacts, habitat loss, and impacts on bears was discussed. Parker referenced Joe Young’s, Biological Consulting Services, Inc., environmental report. No gopher tortoises were encountered onsite.

- Questions on Needs Assessment: There was a discussion about whether a needs assessment had been conducted and whether these uses were necessary. Scott Vanacore answered with project will provide restaurant and small business employment opportunities.
- Zoning: There was a discussion on why the rezoning was needed. Questions on zoning were clarified by Steven Spraker.
- Uses: Discussion occurred regarding the proposed uses. There were questions on the industrial uses and how certain uses would be prohibited.
- Wetland question and FEMA question answered by Parker. Explained the difference between FEMA AE flood zone and a jurisdictional wetland.
- Question on a retention pond and where the stormwater outfall is located. Parker and Steven Buswell answered how stormwater runoff is retained on site, pre-development peak discharge runoff is less than 25-yr post development peak rate discharge.
- Question on bottle clean up, Scott answered question that it has been cleaned.
- Question on Stormwater borings vs structural borings. Parker answered on process and timeline of structural borings to occur at building permit.
- Stormwater question on copper and nutrients, answered by Steven Buswell, P.E. with the specific criteria.
- The abutting property requested that the project coordinate development to allow access to their property, which has wetlands along the road frontage.
- Concern over the loss of green space. Parker indicated 15% of site required to be tree'd 20% provided.
- A discussion of the interface of the rear of the project with the railroad tracks, with residential located further to the west. The project team detailed that the buildings had limited access to the rear and that no noise-creating activities would occur in the rear portion of the property.

  End of questions at 7:06 pm.
  Meeting adjourned.

If any additional information is required, please contact me at (386) 677-6891.

Yours truly,



Parker Mynchenberg, P.E., R.L.A.

PM/af

Enclosures

cc: Mr. Scott Vanacore

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

August 27, 2025

Mr. Steven Spraker, AICP
Planning Director
The City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, Florida 32174

Re: TOMOKA COMMERCE PARK PBD
Project Description

Dear Steven:

Tomoka Commerce Park is located on the west side of US Highway 1, north of the Nova Road intersection.

The site area is 12.483 acres and is being subdivided into four (4) fee simple lots and a property owner's association maintained common area Tract "A".

Stormwater management treatment is dry retention pond with under drains in common area Tract "A" and will be maintained by the Tomoka Commerce Park Property Owners Association. The St. Johns River Water Management District has recently issued an ERP permit for the property. The drainage design meets St. Johns Nutrient Removal requirements.

Access is provided per FDOT requirements with a south entrance only driveway and a north exit only driveway and access easements over driving lane in Lots 1, 2, 3 and 4 and Tract A.

The US-1 frontage is screened by a minimum 36' wide natural vegetation greenbelt buffer that includes a 1.061 acre existing wetland / upland buffer tree preservation / natural area, south of the entrance only driveway. The west side rear buffer adjacent to the railroad tracks includes a 20-foot natural buffer of existing trees and vegetation and a planted continuous hedge at the back of (west side) of the Lot 3 and 4 buildings. The north and south property line includes 6 ft buffers that include existing vegetation and planted native species.

Utilities to the four (4) subdivision lots are provided by the City of Ormond Beach. A City of Ormond Beach lift station will be constructed to City standards and dedicated to the City of Ormond Beach on a 50' x 50' lift station parcel.

City of Ormond Beach reuse irrigation is available to the site and will be extended from the east side of US-1 west to the proposed four (4) lots. All site irrigation will be provided / irrigated by City reuse.

Potable water to the site will be provided by tapping a City of Ormond Beach existing public 12" water main in US-1 right-of-way and extending a 10" public water main for fire protection and extend a 4" potable water main to provide potable water to Lots 1, 2, 3 and 4.

The architectural style is Neo-Eclectic and includes Façade articulation, primary exterior materials, earth-toned color palette, parapet roof treatments and architectural screening of rooftop mechanical equipment.

Lot 1, 1.535 acres, and Lot 2, 1.164 acres, are each designed with a one (1) story 9,829± sf multi-tenant building that includes a variety of commercial uses and abuts US-1. Tenant space includes the possibility of two (2) restaurants with outside seating.

Lot 3, 2.455 acres, and Lot 4, 3.614 acres, are located on the west side of the site adjacent to the railroad tracks and are one (1) story office / warehouse / storage / light manufacturing buildings with multiple tenants. Fronts of buildings provide pedestrian and garage door access.

There are two (2) healthy historic trees on site that will remain. There is one (1) diseased historic tree that will be removed. There are 53 existing on-site specimen trees to remain. This meets the new City landscape code specimen tree retention requirements.

There are four (4) maximum 8-ft tall 64-sf monument signs proposed. One (1) at US-1 with 8 tenant panels and three (3) interior informational 8-ft 64-sf monument signs also with 8 panels. The maximum height of the US-1 monument sign is 8-ft above the crown of road US-1.

The initial phase of project construction will include maintaining the existing vegetation in the front US-1 36' greenbelt buffer, landscaping, and construction of the US-1 parking field and driveway connection to the exit only. The master stormwater excavated treatment system will be installed and the lots filled with the initial Phase 1 construction.

Should you have any questions or need additional information, please contact me at (386) 677-6891.

Yours truly,



Parker Mynchenberg, P.E., R.L.A.

PM/na

Enclosures

cc: Mr. Scott Vanacore

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
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August 27, 2025

Mr. Steven Spraker, AICP
Planning Director
City of Ormond Beach Planning Department
22 South Beach Street, Room 104
Ormond Beach, Florida 32175

Re: TOMOKA COMMERCE PARK - PBD
Waivers and Benefits Letter

Dear Steven:

Below are the waivers we are requesting from the City's Land Development Code (LDC) for the Tomoka Commerce Park PBD and benefits of the proposed planned development. Waivers and Benefits are as follows:

Waivers

Waiver from LDC Section 3-05(c)(10) and Section 3-05(c)(16)
We are requesting a waiver from LDC Section 3-05(c)(10) and LDC Section 3-05(c)(16) to delete one (1) building foundation planting requirement on Lot 3 and Lot 4 buildings. These areas are screened at the west property line by a 20-foot perimeter natural vegetation landscape buffer and a continuous hedge adjacent to the railroad tracks. On the east side of Lot 3 and Lot 4 by a continuous hedge and landscape next to interior stormwater retention areas. The internal driving lanes access garage and pedestrian doors along Lot 3 and 4 building frontages. Landscape end rows are provided between unit parking stalls and unit garages to provide landscape to the building front entrances, due to building pedestrian doorways and garage access.

Waiver from LDC Section 4
We are requesting a waiver from LDC Section 4 to delete lot interior perimeter landscape buffer requirements between lots in the subdivision. Lot 1 and Lot 2 share a lot line that includes driving lanes, parking, loading zone, and optional outside restaurant seating. Exterior perimeter buffers are proposed at project perimeter at Lot 1 and 3 and Lot 2 and 3 include a continuous hedge and abut common area stormwater dry retention areas with proposed trees. The Lot 3 and 4 interior lot line abut tract "A" common area and include a 2-way driveway, sidewalk, parking, and loading zones.

Benefits

The Tomoka Commerce Park PBD will have numerous benefits to the community which include convenient shopping, restaurants, office, manufacturing, light industrial, and inside boat / RV storage. The project will reduce drive time for a number of nearby residences to various commercial businesses. The currently vacant parcel improvements will support the City of Ormond Beach tax base and will pay water sewer impact fees and usage fees. The development will also provide employment / jobs for Ormond Beach residents.

The project preserves a minimum 36' natural vegetation greenbelt buffer next to US-1 and provides a 1.061 wetland/tree preservation area adjacent to US-1, south of the entrance only driveway. The FDOT / US-1 improvements provide south bound US-1 with a U-turn opportunity north of Nova Road, as Nova Road intersection does not allow south bound U-turns.

Lastly the dry retention master stormwater treatment system has filtration under drains that provide stormwater discharge nutrient removal prior to overflow discharge into the FDOT US-1 right-of-way.

Yours truly,

Parker Mynchenberg, P.E., R.L.A

PM/na

Enclosures

cc: Mr. Scott Vanacore

NATIVE FLORIDA LANDSCAPES, LLC

Environmental & Vegetation Consulting
P.O. Box 1376, St. Augustine, FL 32085
386-235-0404 – donaldjspence@gmail.com

February 7, 2025

Scott Vanacore
1451 N. US Hwy 1 Ste 13
Ormond Beach, FL 32174

Subj: Historic Tree Reviews

Dear Mr. Vanacore,

On January 31, 2025, I completed a review of the historic trees on the Tomoka Commerce site on US 1 in Ormond Beach, parcel 324200000280, Figure 1. From the survey documents provided, I walked the entire site and evaluated each of the historic trees and rechecked the diameters (DBH) of any tree that had a size listed that was near the historic size designation, which for the City of Ormond Beach is 36 diameter inches for live oak trees (*Quercus virginiana*).

In Table 1, I have provided data on the trees that the survey noted as having a diameter of 36 inches or larger. Of the seven trees the surveyors noted as being 36 diameter inches or larger, only five of the trees are live oak trees (*Quercus virginiana*), the other two trees are laurel oak trees (*Quercus laurifolia*). The laurel oak trees numbers 2 and 3 as noted in Figure 2. Of the historic live oaks, Tree Number 1 is just off site on the north property boundary. Tree 5 is a live oak with a thinning canopy and appears to have a lack of vigor, but the tree is currently in fair condition, Figure 3. Historic Trees 6 and 7 are both healthy.

Tree 4 is a 36 diameter inch live oak that has a fungal condition called bark heterotrophy, see Figure 3. This disease is not well described but it is common and is usually associated with trees in decline. This disease is most prevalent on older live oaks it is a chronic condition that

slowly wears down a tree's health. There are no cures or treatments for this disease and a thinning canopy is a symptom of decline that is more than likely to progress and further reduce the vigor of the tree. This tree is alive but the pathogen that causes this condition has weakened the tree, Figure 4.

If you have any questions regarding the report, please do not hesitate to call me.

Respectfully,



Don Spence, Ph.D.

Plant Pathologist
Board Certified Master Arborist; No. FL-1341B

Native Florida Landscapes, LLC is owned by Don Spence, Ph.D. who has over 24 years of experience. Dr. Spence has a doctorate in Plant Pathology from the University of Florida, is a Board Certified Master Arborist, and has earned the Tree Risk Assessment Qualification (TRAQ). The information provided in this report is based on professional experience and Dr. Spence's formal education in plant health and diseases. Native Florida Landscapes, LLC is licensed and insured.

Table 1 – List of large trees on the Tomoka Commerce site, Ormond Beach, FL.

Tree No.	Species	Common name	DBH	Comments
1	Quercus virginiana	Live oak	37	This healthy live oak is on the northern property line.
2	Quercus laurifolia	Laurel oak	37	This is not a historic tree, it is a laurel oak.
3	Quercus laurifolia	Laurel oak	36	This is not a historic tree, it is a laurel oak.
4	Quercus virginiana	Live oak	37	See comments in the report, the tree is alive but has a non-curable fungal infection that has reduced the vigor of the tree.
5	Quercus virginiana	Live oak	37	The historic tree is generally healthy however the canopy is thin and there appears to have a lack of vigor.
6	Quercus virginiana	Live oak	36	This historic tree is healthy.
7	Quercus virginiana	Live oak	37	This historic tree is healthy.

Native Florida Landscapes, LLC

Environmental & Vegetation Consulting
P.O Box 1376, St. Augustine, FL 32085
386-235-0404 ✿ donaldjspence@gmail.com

March 24, 2025

Scott Vanacore
1451 N US Hwy 1, Ste 13
Ormond Beach, FL 32174

Subj: Updated Historic Tree Assessment, Tomoka Commerce

Dear Mr. Vanacore,

I made an initial assessment of Historic Tree #5 in November of 2024 (Figure 1), and have evaluated this tree three additional times due to the tree's thin canopy. Over the past four months, I have advocated for a wait and see approach before I make my final assessment of this tree's health. Oak trees across the region have been naturally thin as they have shed old leaves and produced new flowers and leaves. I revisited the tree on March 24, 2025, and have come to the conclusion that the tree is in a state of decline. The tree has had a lack of leaves since my initial observation in 2024. Below, in Photos 1 – 4, I have provided pictures of the tree's canopy as I observed it on March 24, 2025. If this tree was healthy, it would be producing flowers and leaves, however, it is not. There are no signs of disease or damage, but this tree is clearly not showing any signs of growth. It is my determination that this tree is in a state of decline with no signs of growth.

If you have any questions, feel free to contact me.

Respectfully,

Don Spence, Ph.D.

Plant Pathologist
Board Certified Master Arborist; No. FL-1341B

Photos 1 – 4, Canopy of Historic Tree No. 5, Tomoka Commerce Site, Ormond Beach, FL.

Photo 1 – The red circle is highlighting the lack of leaves on the historic tree. The oaks surrounding the tree all have flushed a new set of leaves.



Photo 2 – Another part of Historic Tree #5's canopy. There are no leaves present on these branches.



Photo 3 - Lack of leaves on Historic Tree #5.



Photo 4 – None of the scaffolding branches and tertiary limbs are producing leaves.



Figure 1

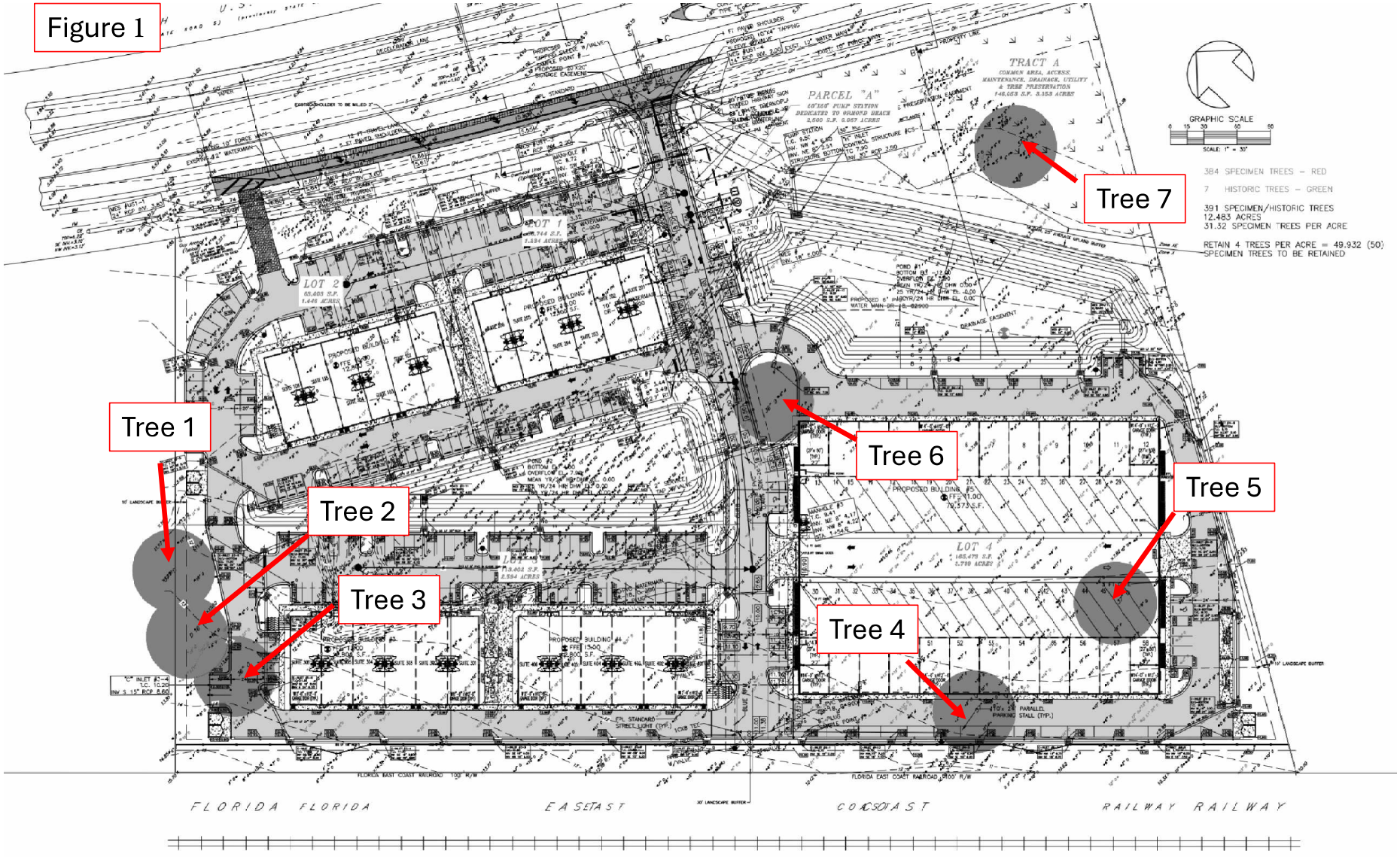

Tree 1
Tree 2
Tree 3
Tree 4
Tree 5
Tree 6
Tree 7
TRACT A
PARCEL "A"
LOT 1
LOT 2
LOT 4
GRAPHIC SCALE
384 SPECIMEN TREES – RED
7 HISTORIC TREES – GREEN
391 SPECIMEN/HISTORIC TREES
12.483 ACRES
31.32 SPECIMEN TREES PER ACRE
RETAIN 4 TREES PER ACRE = 49.932 (50)
SPECIMEN TREES TO BE RETAINED
FLORIDA EAST COAST RAILWAY
FLORIDA EAST COAST RAILWAY

Figure 2

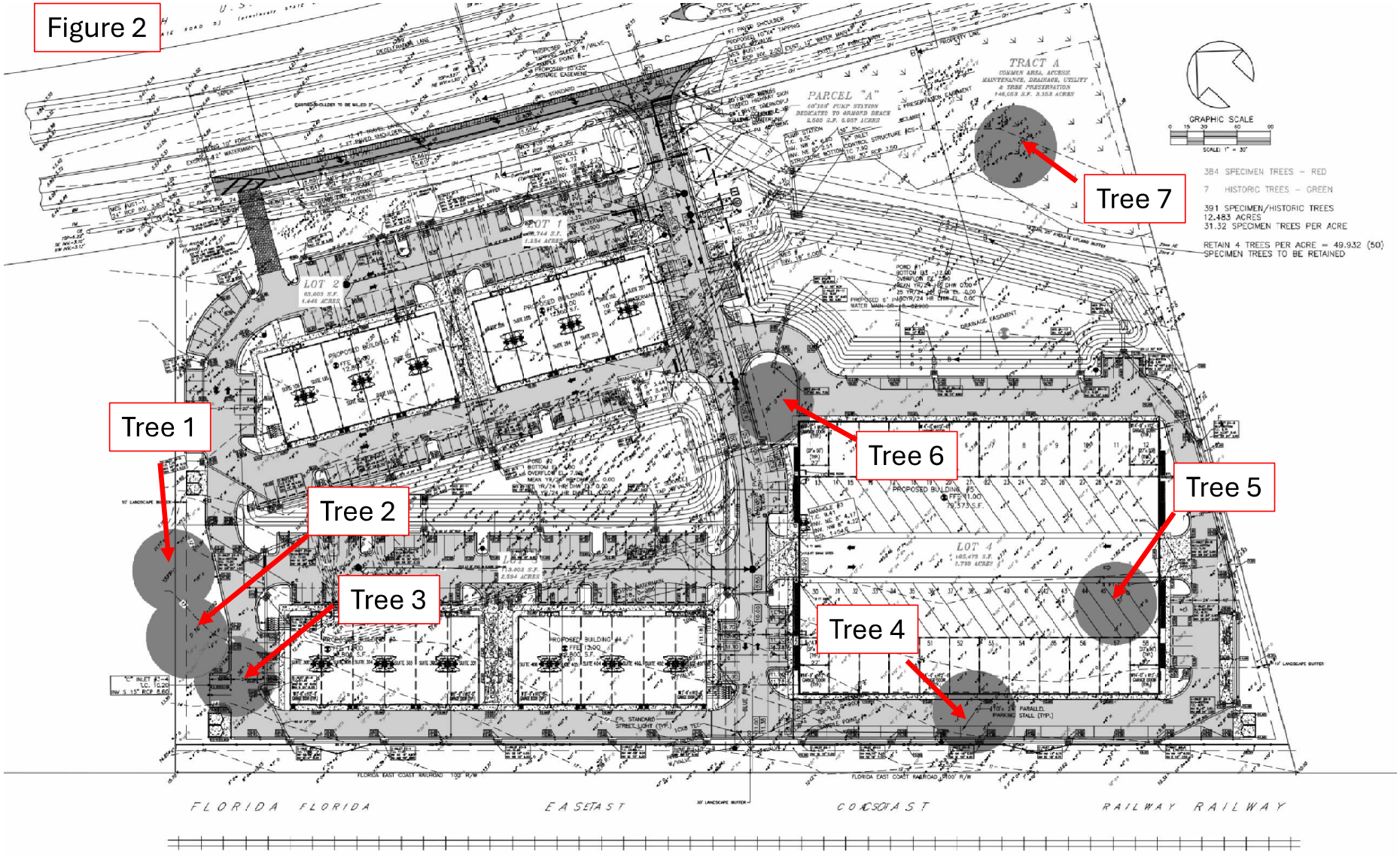

Tree 1
Tree 2
Tree 3
Tree 4
Tree 5
Tree 6
Tree 7
TRACT A
PARCEL "A"
LOT 1
LOT 2
LOT 4
PROPOSED BUILDING #1
PROPOSED BUILDING #2
PROPOSED BUILDING #3
PROPOSED BUILDING #4
GRAPHIC SCALE
384 SPECIMEN TREES – RED
7 HISTORIC TREES – GREEN
391 SPECIMEN/HISTORIC TREES
12.483 ACRES
31.32 SPECIMEN TREES PER ACRE
RETAIN 4 TREES PER ACRE = 49.932 (50)
SPECIMEN TREES TO BE RETAINED
FLORIDA EAST COAST RAILWAY
FLORIDA EAST COAST RAILWAY

Figure 1– Site Location, Ormond Beach, FL.

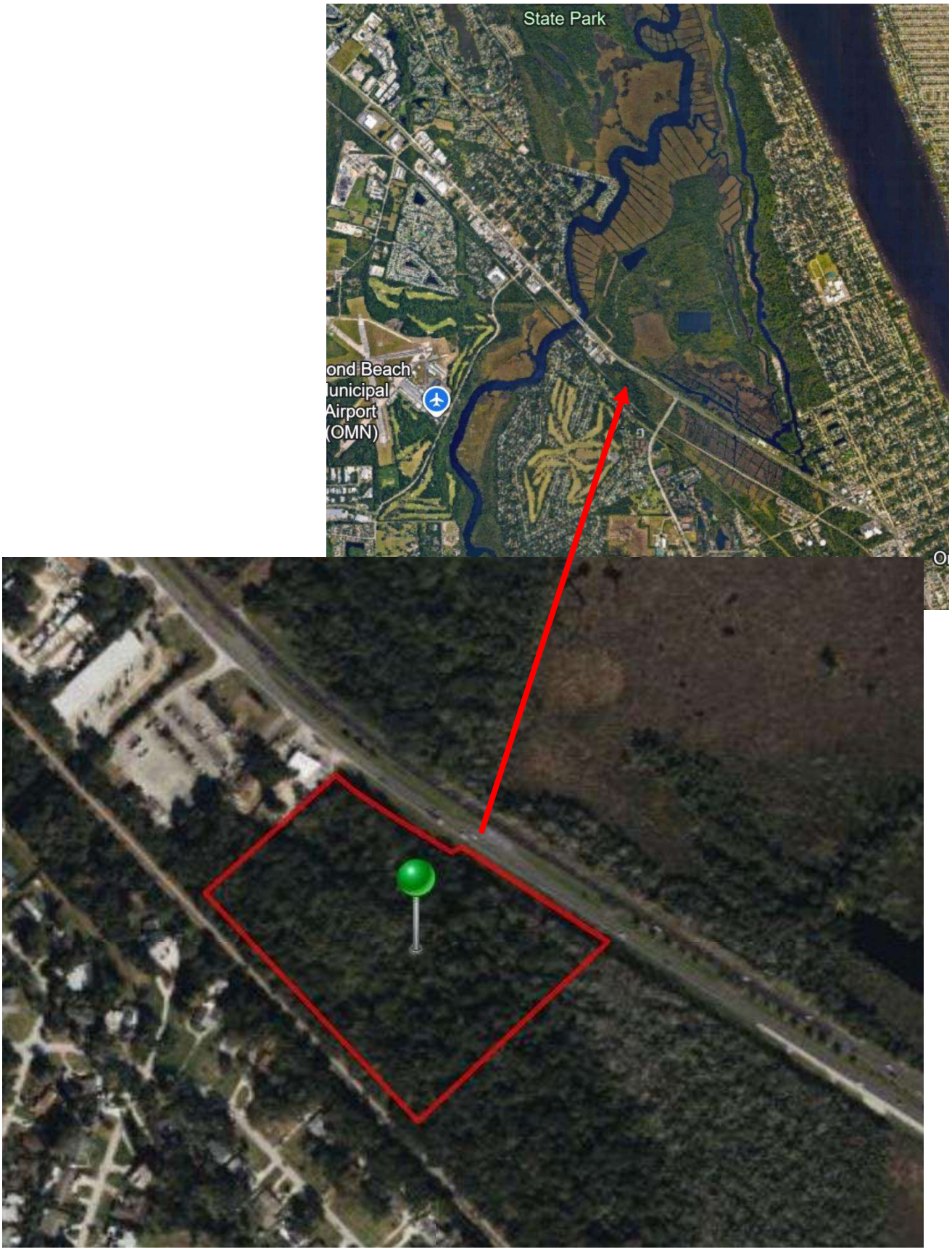


Figure 3 – Tree 5



Figure 4 – Tree 4

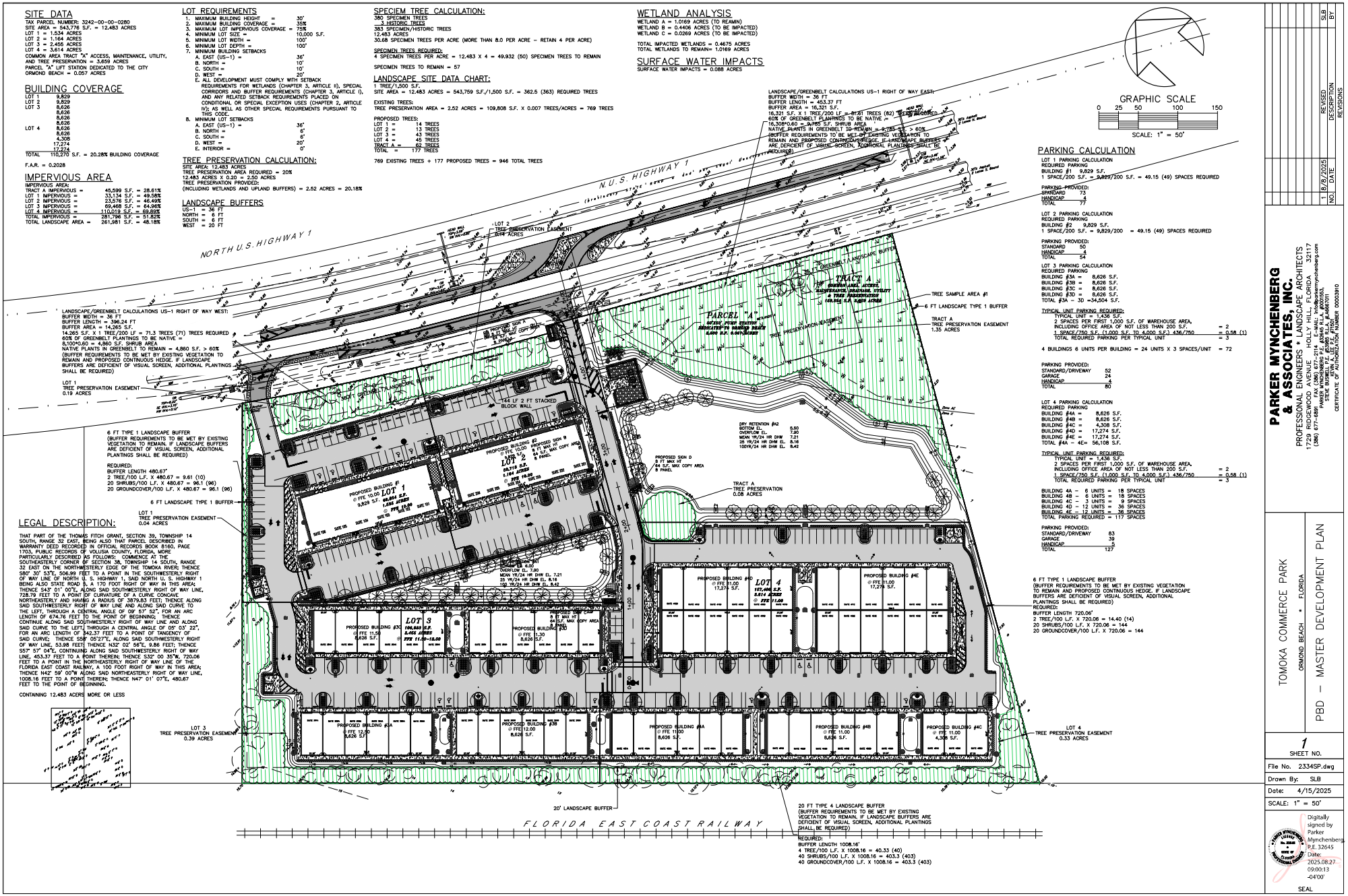


Bark heterotrophy





Asymmetrical canopy


SITE DATA
TAX PARCEL NUMBER: 3242-00-00-0280
SITE AREA = 543,776 S.F. = 12.483 ACRES
LOT 1 = 1.534 ACRES
LOT 2 = 1.164 ACRES
LOT 3 = 2.456 ACRES
LOT 4 = 3.614 ACRES
COMMON AREA TRACT "A" ACCESS, MAINTENANCE, UTILITY, AND TREE PRESERVATION = 3.659 ACRES
PARCEL "A" LIFT STATION DEDICATED TO THE CITY ORMOND BEACH = 0.057 ACRES
BUILDING COVERAGE
LOT 1 9,829
LOT 2 9,829
LOT 3 8,626
8,626
8,626
8,626
LOT 4 8,626
8,626
8,626
4,308
17,274
17,274
TOTAL 110,270 S.F. = 20.28% BUILDING COVERAGE
F.A.R. = 0.2028
IMPERVIOUS AREA
IMPERVIOUS AREA:
TRACT A IMPERVIOUS = 45,599 S.F. = 28.61%
LOT 1 IMPERVIOUS = 33,134 S.F. = 49.58%
LOT 2 IMPERVIOUS = 23,576 S.F. = 46.49%
LOT 3 IMPERVIOUS = 69,468 S.F. = 64.96%
LOT 4 IMPERVIOUS = 110,018 S.F. = 69.80%
TOTAL IMPERVIOUS = 281,796 S.F. = 51.82%
TOTAL LANDSCAPE AREA = 261,981 S.F. = 48.18%
LOT REQUIREMENTS
1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
A. EAST (US-1) = 36'
B. NORTH = 10'
C. SOUTH = 10'
D. WEST = 20'
E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
A. EAST (US-1) = 36'
B. NORTH = 6'
C. SOUTH = 6'
D. WEST = 20'
E. INTERIOR = 0'
TREE PRESERVATION CALCULATION:
SITE AREA: 12.483 ACRES
TREE PRESERVATION AREA REQUIRED = 20%
12.483 ACRES X 0.20 = 2.50 ACRES
TREE PRESERVATION PROVIDED:
(INCLUDING WETLANDS AND UPLAND BUFFERS) = 2.52 ACRES = 20.18%
LANDSCAPE BUFFERS
US-1 = 36 FT
NORTH = 6 FT
SOUTH = 6 FT
WEST = 20 FT
SPECIEM TREE CALCULATION:
360 SPECIMEN TREES
3 HISTORIC TREES
383 SPECIMEN/HISTORIC TREES
12.483 ACRES
30.68 SPECIMEN TREES PER ACRE (MORE THAN 8.0 PER ACRE – RETAIN 4 PER ACRE)
SPECIMEN TREES REQUIRED:
4 SPECIMEN TREES PER ACRE = 12.483 X 4 = 49.932 (50) SPECIMEN TREES TO REMAIN
SPECIMEN TREES TO REMAIN = 57
LANDSCAPE SITE DATA CHART:
1 TREE/1,500 S.F.
SITE AREA = 12.483 ACRES = 543,759 S.F./1,500 S.F. = 362.5 (363) REQUIRED TREES
EXISTING TREES:
TREE PRESERVATION AREA = 2.52 ACRES = 109,808 S.F. X 0.007 TREES/ACRES = 769 TREES
PROPOSED TREES:
LOT 1 = 14 TREES
LOT 2 = 13 TREES
LOT 3 = 43 TREES
LOT 4 = 45 TREES
TRACT A = 62 TREES
TOTAL = 177 TREES
769 EXISTING TREES + 177 PROPOSED TREES = 946 TOTAL TREES
WETLAND ANALYSIS
WETLAND A = 1.0169 ACRES (TO REMAIN)
WETLAND B = 0.4406 ACRES (TO BE IMPACTED)
WETLAND C = 0.0269 ACRES (TO BE IMPACTED)
TOTAL IMPACTED WETLANDS = 0.4675 ACRES
TOTAL WETLANDS TO REMAIN= 1.0169 ACRES
SURFACE WATER IMPACTS
SURFACE WATER IMPACTS = 0.088 ACRES
GRAPHIC SCALE
0 25 50 100 150
SCALE: 1" = 50'
PARKING CALCULATION
LOT 1 PARKING CALCULATION
REQUIRED PARKING
BUILDING #1 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 S.F. = 49.15 (49) SPACES REQUIRED
PARKING PROVIDED:
STANDARD 73
HANDICAP 4
TOTAL 77
LOT 2 PARKING CALCULATION
REQUIRED PARKING
BUILDING #2 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 = 49.15 (49) SPACES REQUIRED
PARKING PROVIDED:
STANDARD 50
HANDICAP 4
TOTAL 54
LOT 3 PARKING CALCULATION
REQUIRED PARKING
BUILDING #3A = 8,626 S.F.
BUILDING #3B = 8,626 S.F.
BUILDING #3C = 8,626 S.F.
BUILDING #3D = 8,626 S.F.
TOTAL #3A – 3D =34,504 S.F.
TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,436 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/750 S.F. (1,000 S.F. TO 4,000 S.F.) 436/750 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3
4 BUILDINGS 6 UNITS PER BUILDING = 24 UNITS X 3 SPACES/UNIT = 72
PARKING PROVIDED:
STANDARD/DRIVEWAY 52
GARAGE 24
HANDICAP 4
TOTAL 80
LOT 4 PARKING CALCULATION
REQUIRED PARKING
BUILDING #4A = 8,626 S.F.
BUILDING #4B = 8,626 S.F.
BUILDING #4C = 4,308 S.F.
BUILDING #4D = 17,274 S.F.
BUILDING #4E = 17,274 S.F.
TOTAL #4A – 4E= 56,108 S.F.
TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,436 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/750 S.F. (1,000 S.F. TO 4,000 S.F.) 436/750 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3
BUILDING 4A – 6 UNITS = 18 SPACES
BUILDING 4B – 6 UNITS = 18 SPACES
BUILDING 4C – 3 UNITS = 9 SPACES
BUILDING 4D – 12 UNITS = 36 SPACES
BUILDING 4E – 12 UNITS = 36 SPACES
TOTAL PARKING REQUIRED = 117 SPACES
PARKING PROVIDED:
STANDARD/DRIVEWAY 83
GARAGE 39
HANDICAP 5
TOTAL 127
LEGAL DESCRIPTION:
THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 36, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00' 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.
CONTAINING 12.483 ACERS MORE OR LESS
N.U.S. HIGHWAY 1
NORTH U.S. HIGHWAY 1
FLORIDA EAST COAST RAILWAY
PARCEL "A"
TRACT A
LOT 1
LOT 2
LOT 3
LOT 4
TREE PRESERVATION EASEMENT
TREE SAMPLE AREA #1
6 FT LANDSCAPE TYPE 1 BUFFER
20' LANDSCAPE BUFFER
20 FT TYPE 4 LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)
REQUIRED:
BUFFER LENGTH 1008.16'
4 TREE/100 L.F. X 1008.16 = 40.33 (40)
40 SHRUBS/100 L.F. X 1008.16 = 403.3 (403)
40 GROUNDCOVER/100 L.F. X 1008.16 = 403.3 (403)
6 FT TYPE 1 LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)
REQUIRED:
BUFFER LENGTH 720.06'
2 TREE/100 L.F. X 720.06 = 14.40 (14)
20 SHRUBS/100 L.F. X 720.06 = 144
20 GROUNDCOVER/100 L.F. X 720.06 = 144
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 R.L.A. #6670013
PETER E. MYNCHENBERG, P.E. #32645
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
1 8/8/2025 REVISED SLB
NO. DATE DESCRIPTION BY
REVISIONS
TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA
PBD – MASTER DEVELOPMENT PLAN
1
SHEET NO.
File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 50'
Digitally signed by Parker Mynchenberg, P.E. 32645 Date: 2025.08.27 09:00:13 -04'00'
SEAL



NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-6891 - FAX (386) 677-2114 - E-MAIL: info@pakenvmynchenberg.com
PARKER MYNCHENBERG, P.E. #32645
KEVIN A. BEST, P.E. #70466
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK
ORMOND BEACH * FLORIDA

RENDERING

1
SHEET NO.

File No.	2334SP.dwg
Drawn By:	SLB
Date:	4/15/2025
SCALE:	1" = 40'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:01:11 -04'00'

SEAL

Davenport Consulting Group
architecture · design · planning

Mr. Steven Spraker, AICP
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

April 28, 2025

Re: Tomoka Commerce – Establishment of Exterior Design Style

Dear Mr. Spraker,

On behalf of the development and design team for the Tomoka Commerce project in Ormond Beach, Florida, I am writing to establish the architectural design approach for the project, consistent with Chapter 3, Article VI – Architectural Design Standards of the City's Land Development Code.

Our firm has been engaged to provide architectural design services for the Tomoka Commerce development. In coordination with Parker Mynchenburg and Associates, the project's civil engineer, we have worked to ensure the design aligns with the City's standards while complementing the surrounding built environment.

The architectural design for Tomoka Commerce has been developed with the **Neo-Eclectic** architectural style in mind, consistent with Section 3-73 of the Land Development Code. This style supports clean, modern forms with flexible massing, material variety, and simplicity of detailing, aligning with the City's goals for quality and compatibility.

The exterior design incorporates the following key elements:

- **Façade articulation** through material transitions, reveals, and storefront variations, consistent with Section 3-74.
- **Primary exterior materials** including stucco finishes, architectural metal accents, and aluminum storefront glazing, in accordance with Section 3-75.
- **Earth-toned color palette** with selective use of muted accent colors to maintain visual harmony with the surrounding area.
- **Parapet roof treatments** with horizontal modulation to vary rooflines and break down the overall building mass, addressing Section 3-76.
- **Architectural screening** of rooftop mechanical equipment per the requirements of Section 3-78.

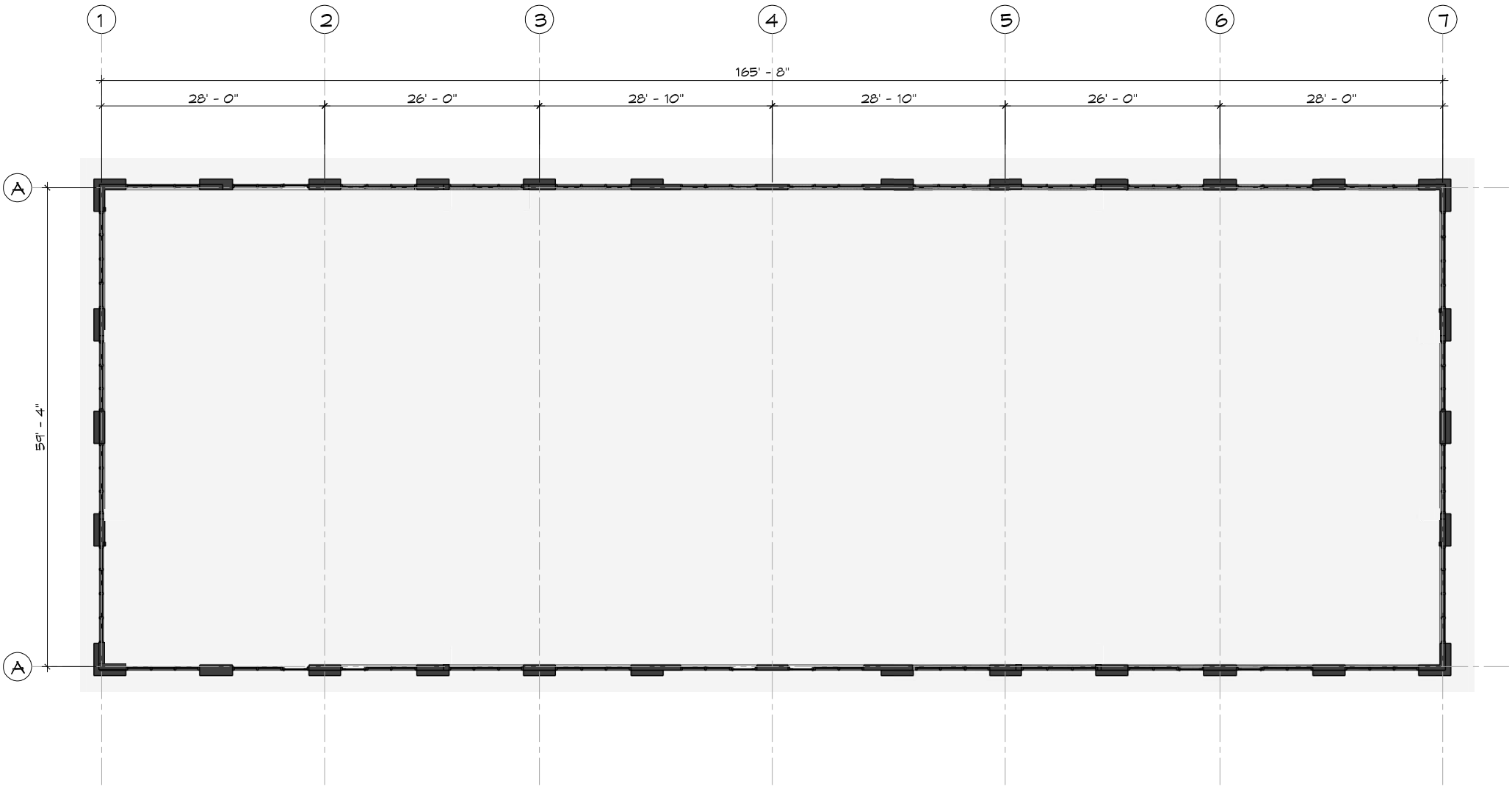
This design approach carefully balances architectural quality, context sensitivity, and long-term durability, reflecting the City's objectives for new commercial development.
Enclosed with this letter are architectural conceptual renderings illustrating the proposed exterior design for Tomoka Commerce. We respectfully submit this information for your review and approval.

Thank you for your time and continued collaboration. We look forward to advancing this project together.

Sincerely,

Sean Palmer, AIA, NCARB
Architect & Vice President | Davenport Consulting Group

112 Orange Avenue, Suite 204 • Daytona Beach, FL 32114
www.davenportconsultinggroup.com • (386) 265-5557 • Florida Architect License AR 97249



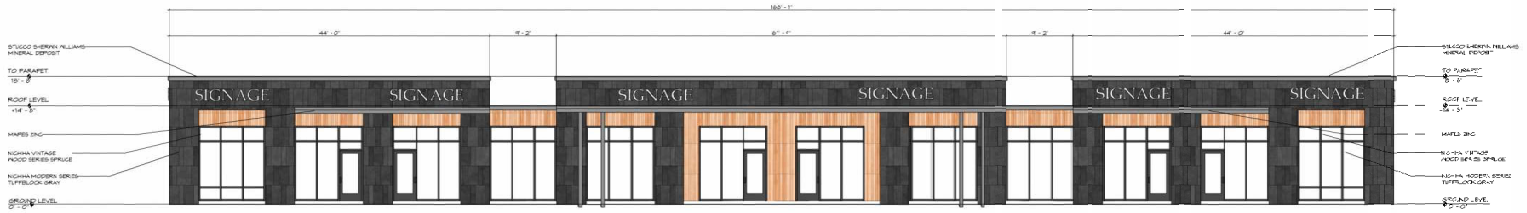
1 FLOOR PLAN
3/16" = 1'-0"

TOMOKA / ORMOND COMMERCE PARK| BLDG # 1 & BLDG # 2 CONCEPTUAL FLOOR PLAN

24 JULY 2025 |

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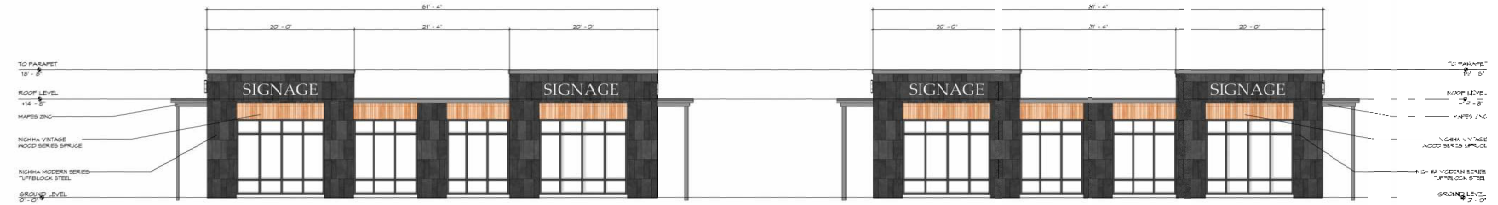
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1 FRONT ELEVATION
1/8" = 1'-0"



2 BACK ELEVATION
1/8" = 1'-0"



3 LEFT ELEVATION
1/8" = 1'-0"

4 RIGHT ELEVATION
1/8" = 1'-0"

NICHIHA VINTAGE WOOD SERIES SPRUCE
LRV : 52
PERCENTAGE OF USE: 18.36%

NICHIHA MODERN SERIES TUFFBLOCK STEEL
LRV : 8.24
PERCENTAGE OF USE: 71.06%

MAPES ZINC
LRV : N/A
PERCENTAGE OF USE: 4.94%

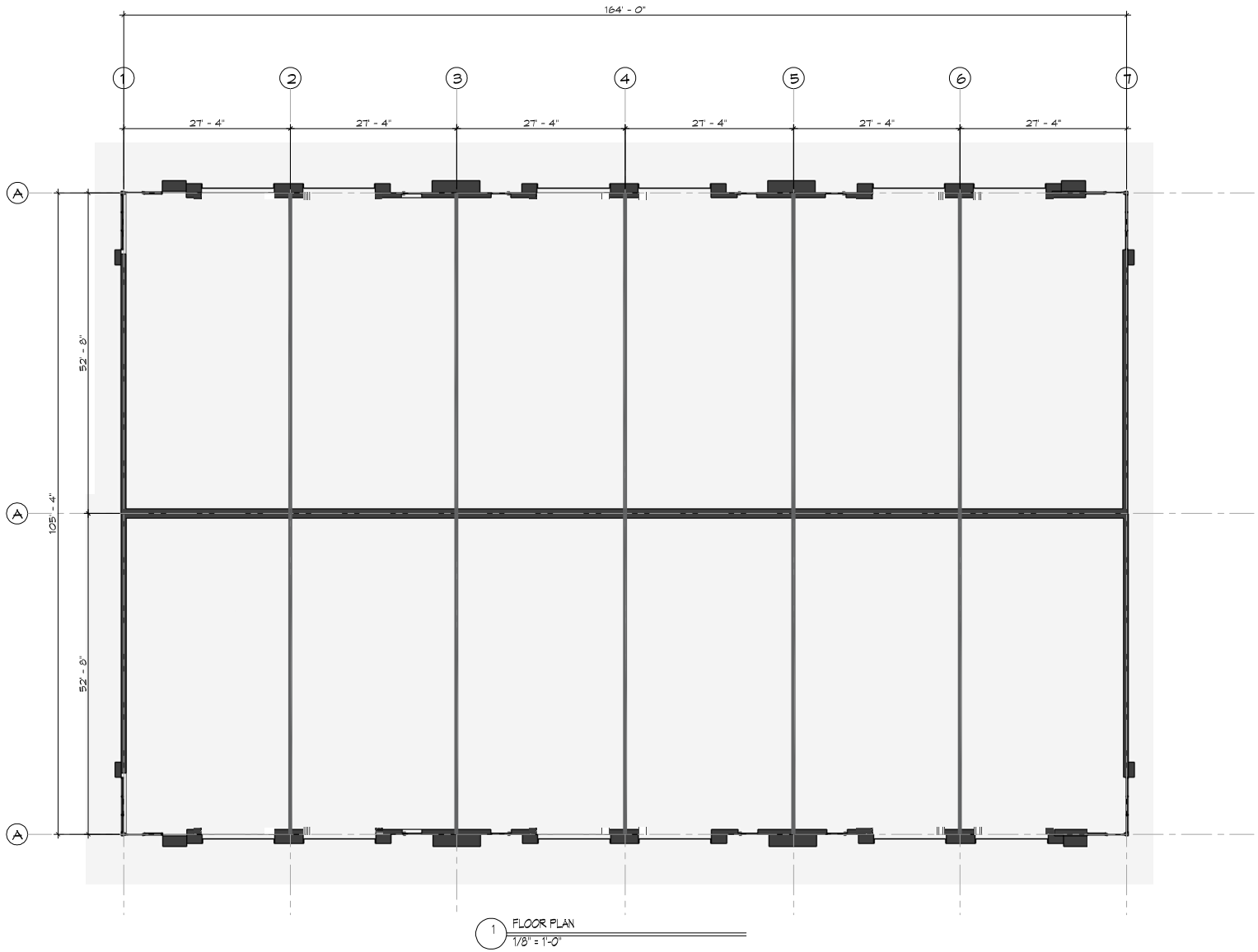
SHERWIN WILLIAMS SW 7652 MINERAL DEPOST
LRV : 45
PERCENTAGE OF USE: 5.63%

TOMOKA / ORMOND COMMERCE PARK| BLDG#1 & BLDG #2 CONCEPTUAL ELEVATION

24 July 2025 |

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TOMOKA / ORMOND COMMERCE PARK| BLDG # 4E & BLDG # 4D CONCEPTUAL FLOOR PLAN

8 May 2025 |

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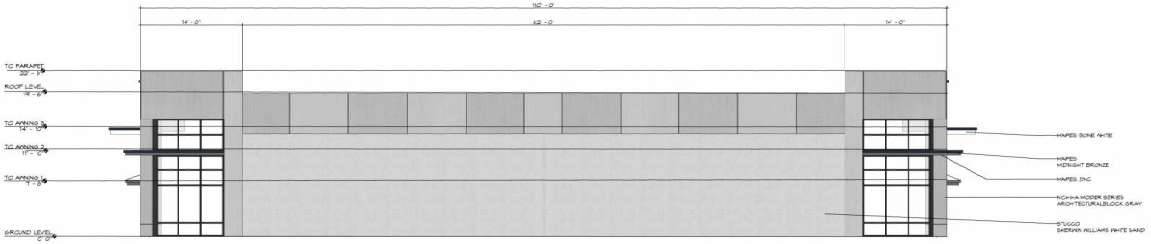
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1 FRONT ELEVATION
1/8" = 1'-0"



2 BACK ELEVATION
1/8" = 1'-0"



3 LEFT & RIGHT ELEVATION
1/8" = 1'-0"

NICHIHA VINTAGE WOOD SERIES SPRUCE
LRV : 52
PERCENTAGE OF USE: 7.56%

MAPES BONE WHITE
LRV : N/A
PERCENTAGE OF USE: 1.35%

NICHIHA MODERN SERIES ARCHITECTURALBLOCK GRAY
LRV : 52
PERCENTAGE OF USE: 28.64%

SHERWIN WILLIAMS SW 9582 WHITE SAND
LRV : 84
PERCENTAGE OF USE: 59.30%

MAPES ZINC
LRV : N/A
PERCENTAGE OF USE: 0.49%

SHERWIN WILLIAMS SW 7625 MOUNT ETNA
LRV : 6
PERCENTAGE OF USE: 0.90%

MAPES MIDNIGHT BRONZE
LRV : N/A
PERCENTAGE OF USE: 1.36%

TOMOKA / ORMOND COMMERCE PARK | BLDG #4E & 4D CONCEPTUAL ELEVATION

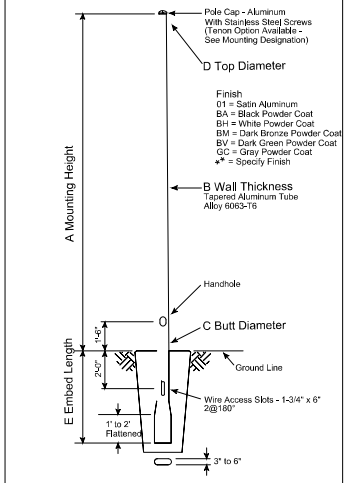
24 JULY 2025 |

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RTA

Round Tapered Aluminum Pole
No Arm — Direct Buried



WARNING:
Do not install light pole without luminaire.

Satin Aluminum or Powder Coated
Finish per Customer Specification.

A Mtg. Ht	B Wall Thickness	C Butt Dia	Tot Lum. Weight	Maximum EPA (sq ft) 90	100	110	120	130	Cat. Number	Catalog Number
25	0.156"	7	100	16.0	12.2	11.2	9.0	7.4	50-064	RTA25C7BE-**

C Butt Dia	D Top Dia.	E Embed
7	4.5	5

C and D Dimensions in Inches

Customer Name:		
Project:	Location:	
Notes:		Quantity:

RTA25C7BE
Catalog Number — Finish

Pole
The pole shaft will be constructed of seamless extruded tube of 6063 Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated to produce a T6 temper.

Handhole
Reinforced, 4" x 6" curved Cast Aluminum Frame (Alloy 356-T6) with Aluminum Door and two (2) SS Hex Head Screws. Reinforced Frame will contain a tapped 3/8"-16NC Grounding Provision.

Embed Detail
Direct Buried Pole
bottom section on 6"+ butt diameter poles will be partially flattened into an anti-rotational, oval cross section. Wire access will be provided 24" below ground line. Soil conditions vary by site. Foundation requirements should be determined by a qualified Structural Engineer with knowledge of jobsite soil conditions.

Vibration Damper
When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.

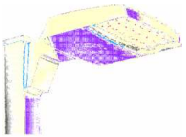
Mounting Designation
Side Drill Mount - For Side Drill Mount applications specify luminaire type, quantity and orientation. A Luminaire drilling template must be supplied at time of order.



Tenon Mount - Welded or Spun
For Tenon Mount applications specify both Tenon diameter (2.375", 2.875", 3.5", etc.) and length (3", 4", etc.). Tenon style is factory option. Welded Tenon can be specified.
Welded Tenon Spun Tenon

EPA Notes: Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult the factory.

Hapco
28252 Hillman Highway
Abingdon, VA 24210
800.368.7171
www.hapco.com



RSX1 LED
Area Luminaire

Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

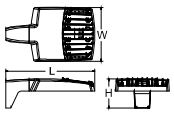
Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Specifications

EPA (ft2@0°):	0.57 ft2 (0.05 m2)
Length:	21.8" (55.4 cm) (SPA mount)
Width:	13.3" (33.8 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.4 cm) Arm
Weight: (SPA mount):	22.0 lbs (10.0 kg)



Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details

Design Select options indicated by this color background.

Ordering Information

EXAMPLE: RSX1 LED P4 40K R3 MVOLT SPA DDBXD

RSX1 LED

Series	Performance Package	Color Temperature	Distribution		Voltage		Mounting	
RSX1 LED	P1	30K 3000K	R2	Type 2 Wide	MVOLT	(120V-277V)	SPA	Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3	Type 3 Wide	HVOLT	(347V-480V)	RPA	Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S	Type 3 Short	XVOLT	(277V-480V) (use specific voltage options as noted)	MA	Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4	Type 4 Wide	120	277	IS	Adjustable slipfitter (fits 2-3/8" OD tenon)
			R4S	Type 4 Short	208	347	WBA	Wall bracket
			R5	Type 5 Wide	240	480	WBASC	Wall bracket with surface conduit box
			R5S	Type 5 Short			AASP	Adjustable tilt arm square pole mounting
			AFR	Automotive Front Row			AARP	Adjustable tilt arm round pole mounting
			AFRR	Automotive Front Row Right Rotated			AAWB	Adjustable tilt arm with wall bracket
			AFRL	Automotive Front Row Left Rotated			AAWSC	Adjustable tilt arm wall bracket and surface conduit box

Options			
Shipped Installed		Shipped Installed	
HS	House-side Shield	*Standalone and Networked Sensors/Controls (factory default settings)	
PE	Photocontrol, button style	NLTAIR2 PIRHNnLight AIR generation 2, with Networked, Bi-Level motion/ambient sensor	
PER7	Seven-wire twist-lock receptacle only	BAA	Buy America Act and/or Build America Buy America Qualified
SF	Single fuse (120, 277, 347)	CCE	Coastal Construction15
DF	Double fuse (208, 240, 480)	*Note: NLTAIR2 PIRHN with nLight Air can be used as a standalone or networked solution. Sensor coverage pattern is affected when luminaire is tilted.	
SPD20KV	20KV Surge pack (10KV standard)	Shipped Separately (requires some field assembly)	
FAO	Field adjustable output	EGS	External glare shield
DMG	0-10V dimming extend out back of housing for control (control ordered separate)	EGFV	External glare full visor (360° around light aperture)
		BS	Bird spikes

Finish	
DDBXD	Dark Bronze
DBLXD	Black
DNAXD	Natural Aluminum
DWHXD	White
DDBTXD	Textured Dark Bronze
DBLBXD	Textured Black
DNATXD	Textured Natural Aluminum
DWHGXD	Textured White

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POLE LIGHT CUT SHEETS

REVISIONS

DATE	DESCRIPTION
6-18-25	NO CHANGE

Tomoka Commerce
Site Photometrics
for 890 N. U.S. 1 LLC
890 N. U.S. Highway 1, Ormond Beach

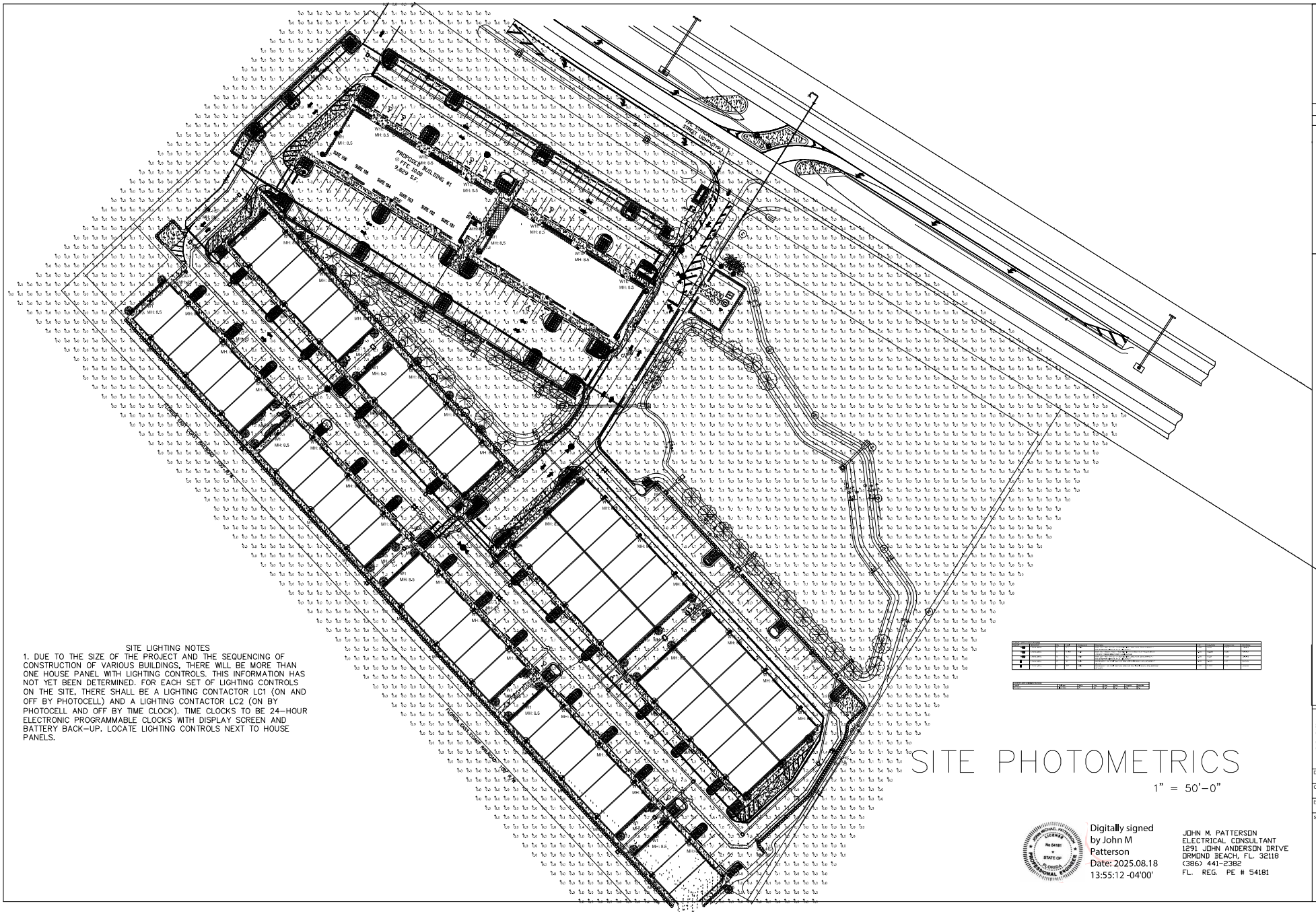
THE USE OF THIS DESIGN AND ALL INFORMATION PROVIDED IN THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT SHALL NOT BE USED WITHOUT THE WRITTEN PERMISSION OF JOHN M. PATTERSON, ENGINEER.

ONLY COPIES OF THIS DOCUMENT HAVE BEEN SIGNED AND SEALED BY THE ENGINEER AND ANY UNSIGNED, UNSEALED COPIES OF THIS DOCUMENT SHALL BE CONSIDERED AS VOID COPIES.

DATE 06-02-25
COMM. NO.
DRAWN BY JMP
SHEET E2P of 2

Digitally signed by John M Patterson
Date: 2025.08.18 13:57:04 -04'00'

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441-2382
FL. REG. PE # 54181



SITE LIGHTING NOTES

1. DUE TO THE SIZE OF THE PROJECT AND THE SEQUENCING OF CONSTRUCTION OF VARIOUS BUILDINGS, THERE WILL BE MORE THAN ONE HOUSE PANEL WITH LIGHTING CONTROLS. THIS INFORMATION HAS NOT YET BEEN DETERMINED. FOR EACH SET OF LIGHTING CONTROLS ON THE SITE, THERE SHALL BE A LIGHTING CONTACTOR LC1 (ON AND OFF BY PHOTOCELL) AND A LIGHTING CONTACTOR LC2 (ON BY PHOTOCELL AND OFF BY TIME CLOCK). TIME CLOCKS TO BE 24-HOUR ELECTRONIC PROGRAMMABLE CLOCKS WITH DISPLAY SCREEN AND BATTERY BACK-UP. LOCATE LIGHTING CONTROLS NEXT TO HOUSE PANELS.

SITE PHOTOMETRICS

1" = 50'-0"

Digitally signed by John M Patterson
Date: 2025.08.18 13:55:12 -04'00'

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441-2382
FL. REG. PE # 54181

REVISIONS

DATE	DESCRIPTION
△ 6-18-25	FIXTURE LOCATIONS

Tomoka Commerce
Site Photometrics
for 890 N. U.S. 1 LLC
890 N. U.S. Highway 1, Ormond Beach

DATE: 06-02-25
COMM. NO.
DRAWN BY: JMP
SHEET: E1P of 2

ATTACHMENT 8

Site plans for lots 1-4

TOMOKA COMMERCE PARK - LOT 1

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

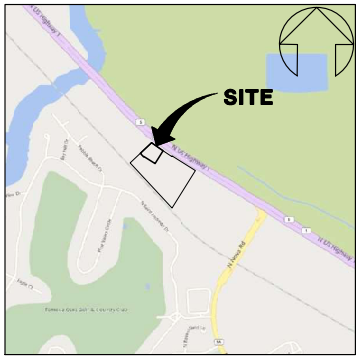
LEGAL DESCRIPTION OVERALL PARCEL:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 1

LOT 1 TOMOKA COMMERCE PARK MB____ PGS ____-____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH FL, 32174
LOT 1 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL, 32174

LOT 1 = 66,834 S.F. = 1.534 ACRES

LOT 1 BUILDING COVERAGE = 9,829/66,834 = 14.71% COVERAGE

LOT 1 FAR = 9,829/66,834 = 0.1471 FAR

PROJECT DESCRIPTION:

CONSTRUCT 9,829 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

LOT 1 TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 1 = 1.534 ACRES

LOT 1 IMPERVIOUS AREA:

EXISTING PAVING AND CURB =	13,410 S.F.	
BUILDING =	9,829 S.F.	
PARKING AND CURB =	18,142 S.F.	
SIDEWALKS =	4,787 S.F.	
SEATING AREA (OPTIONAL) =	375 S.F.	
TOTAL IMPERVIOUS AREA =	46,543 S.F.	= 69.64%
TOTAL LANDSCAPE AREA =	20,291 S.F.	= 30.36%

BUILDING DATA

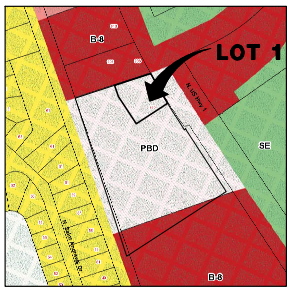
NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

LOT 1 PARKING CALCULATION
REQUIRED PARKING
BUILDING #1 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 S.F. = 49.15 (49) SPACES REQUIRED

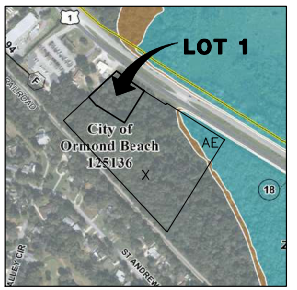
PARKING PROVIDED:

STANDARD	73
HANDICAP	4
TOTAL	77



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

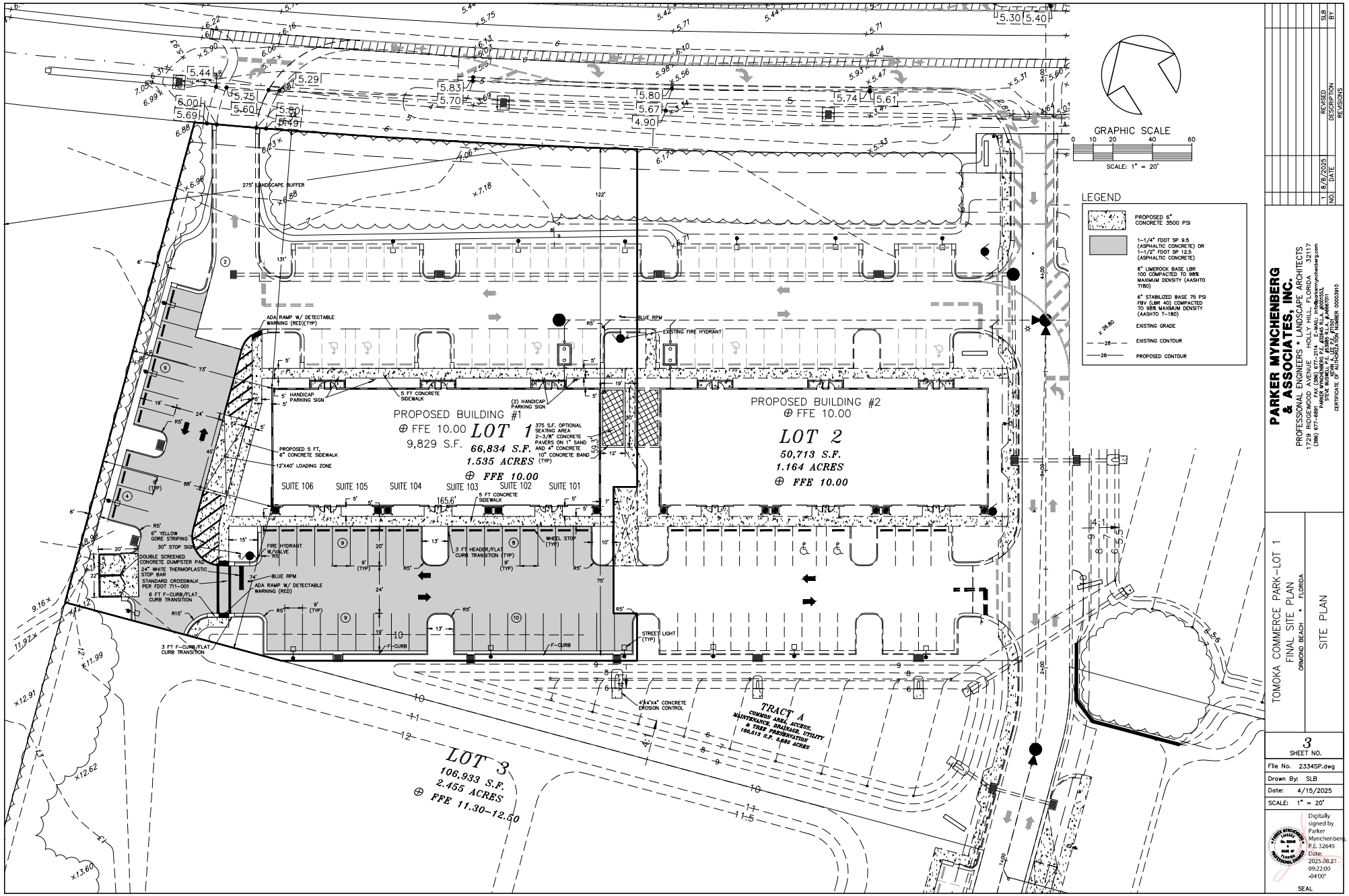
COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
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Date: 4/15/2025
SCALE: NONE

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Date: 2025.08.27 09:20:45 -04'00'

SEAL



NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE * HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, FLORIDA P.E. #32645
KEVIN A. KELLEY, FLORIDA P.L.S. #5033
CERTIFICATE OF AUTHORIZATION FLORIDA 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

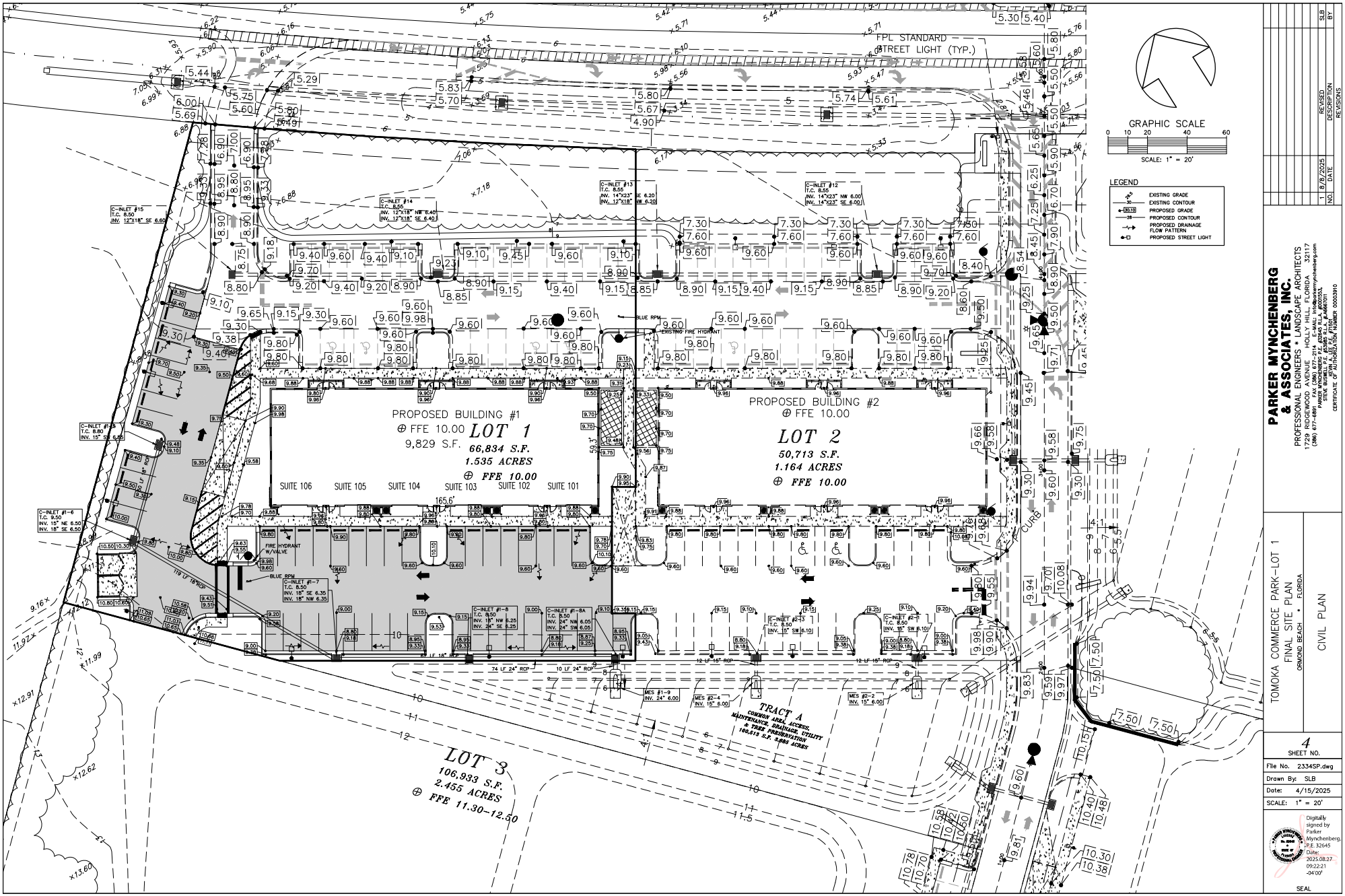
SITE PLAN

3
SHEET NO.

File No. 2334SP.dwg
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Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:22:00 -04'00'

SEAL



NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645 E-MAIL: parker@parkermynchenberg.com
STEVE BICHELMEYER, P.E. #58031 E-MAIL: steve@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

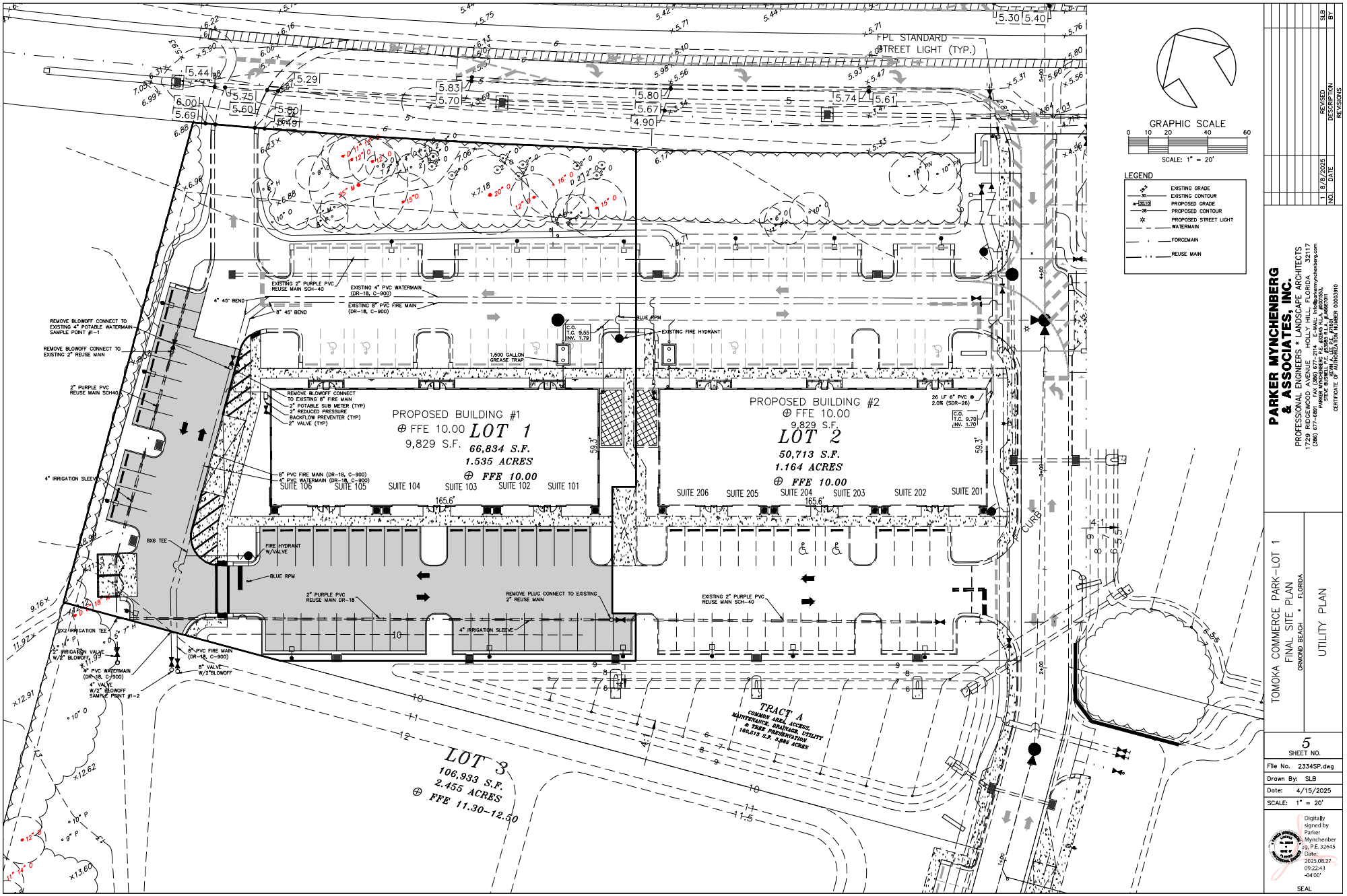
CIVIL PLAN

4
SHEET NO.

File No. 2334SP.dwg
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Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:22:21 -04'00'

SEAL



NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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STEVE BIGHELLI, P.E. #58931
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

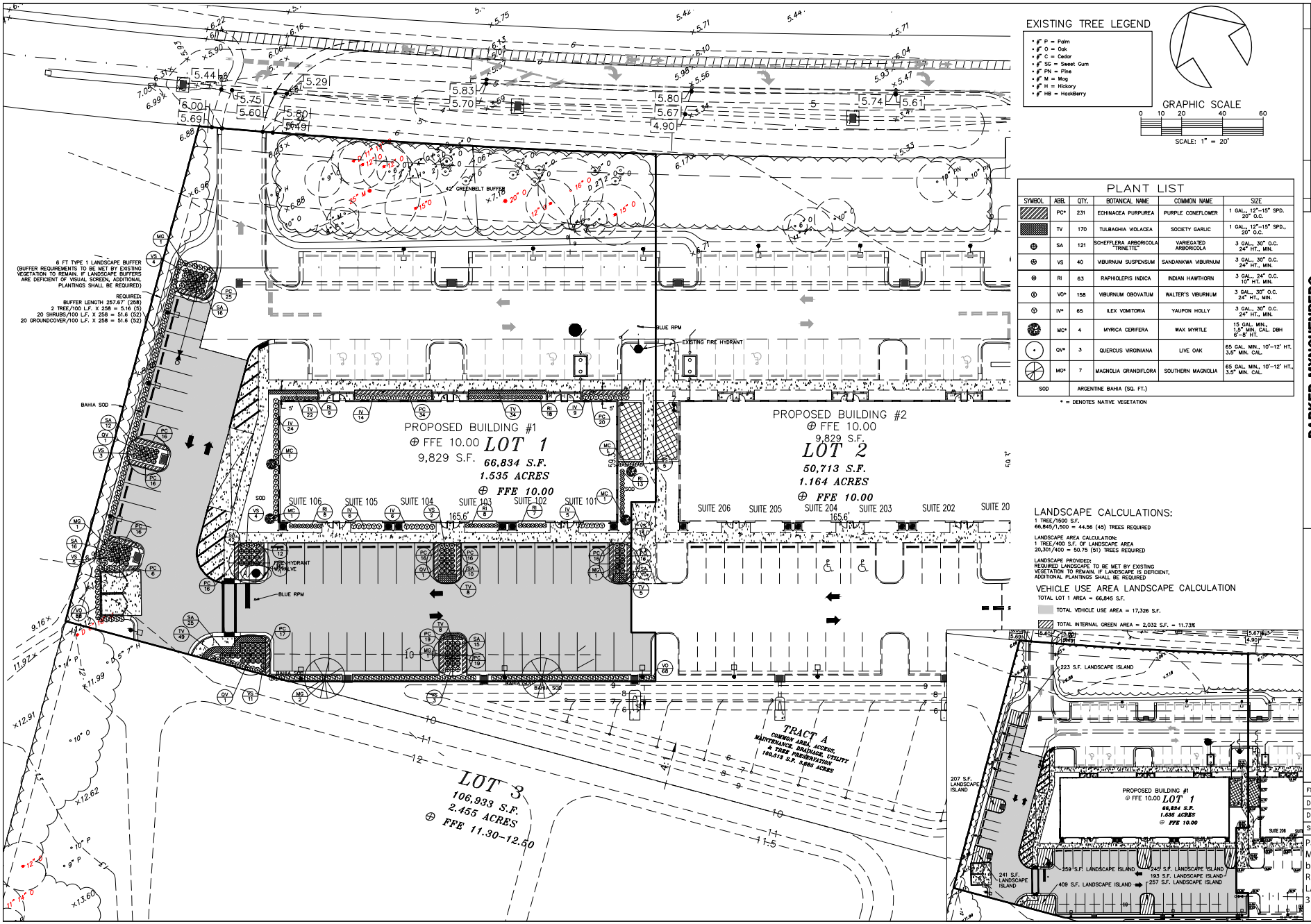
UTILITY PLAN

5
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:22:43 -04'00'

SEAL



NO.	DATE	DESCRIPTION	BY
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REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 1
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Parker Mynchenberg, R.L.A. LA0001553
Digitally signed by Parker Mynchenberg, R.L.A. LA0001553
Date: 2025.08.27 09:23:13 -04'00'

SEAL

TOMOKA COMMERCE PARK - LOT 2

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
9. ALL WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER. WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 30" AND A MAXIMUM 36" BENEATH FINISHED GRADE.
10. ALL EXTERIOR CONSTRUCTION SHALL BE FROM 7:00 A.M. TO 7:00 P.M. MONDAY THROUGH SATURDAY.
11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
12. ALL SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. ANY EXISTING SIDEWALKS, RAMPS AND CROSSWALKS WITHIN IMPACT OF THE PROJECT AREA SHOULD BE BROUGHT UP TO MEET OR EXCEED THE CURRENT MINIMUM AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE 2025-26 STANDARD PLANS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.
10. NO LANE CLOSURES NORTH BOUND 3:00PM TO 6:00PM AND SOUTH BOUND 7:00AM TO 10:00AM AND 2:00PM TO 6:00PM.

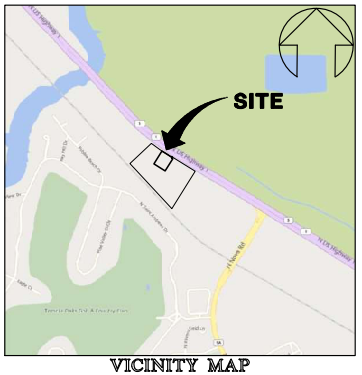
LEGAL DESCRIPTION OVERALL PARCEL:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 2

LOT 2 TOMOKA COMMERCE PARK MB _____ PGS _____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANCORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
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(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1
ORMOND BEACH, FL. 32174
LOT 2 ADDRESS: ____ N US HWY 1
ORMOND BEACH, FL. 32174
LOT 2 = 50,713 S.F. = 1.164 ACRES

LOT 2 BUILDING COVERAGE = 9,829/50,713 = 19.38% COVERAGE

LOT 2 FAR = 9,829/50,713 = 0.1938 FAR

PROJECT DESCRIPTION:

CONSTRUCT 9,829 S.F. 1 STORY BUILDING AND ASSOCIATED PAVING, DRAINAGE, UTILITY, SIGNAGE, LIGHTING, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 2 = 1.164 ACRES

LOT 2 IMPERVIOUS AREA:
- EXISTING PAVING AND CURB = 9,428 S.F.
- BUILDING = 9,829 S.F.
- PARKING AND CURB = 10,037 S.F.
- SIDEWALKS = 3,336 S.F.
- SEATING AREA (OPTIONAL) = 375 S.F.
- TOTAL IMPERVIOUS AREA = 33,005 S.F. = 65.08%
- TOTAL LANDSCAPE AREA = 17,708 S.F. = 34.92%

BUILDING DATA

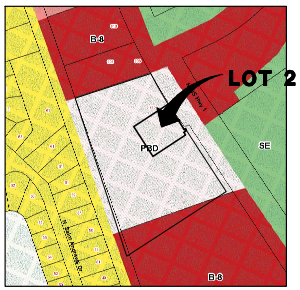
NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

PARKING CALCULATION

LOT 2 PARKING CALCULATION
REQUIRED PARKING
BUILDING #2 9,829 S.F.
1 SPACE/200 S.F. = 9,829/200 = 49.15 (49) SPACES REQUIRED

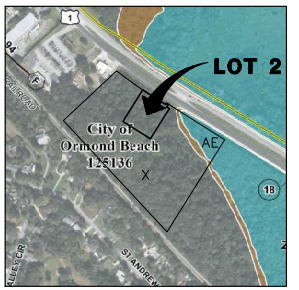
PARKING PROVIDED:

STANDARD	50
HANDICAP	4
TOTAL	54



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

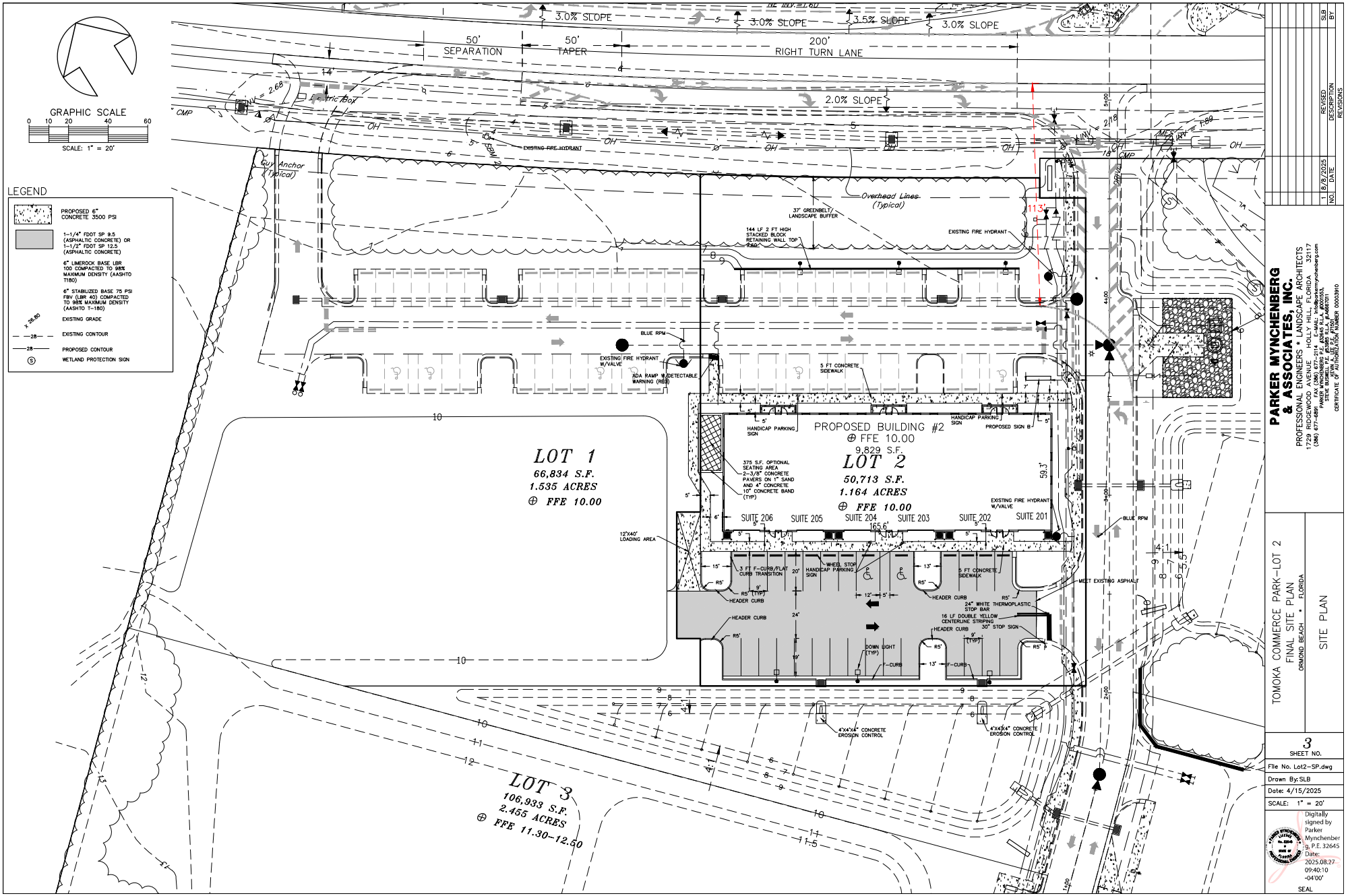
COVER SHEET

1
SHEET NO.

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Date: 4/15/2025
SCALE: NONE

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:38:06 -04'00'

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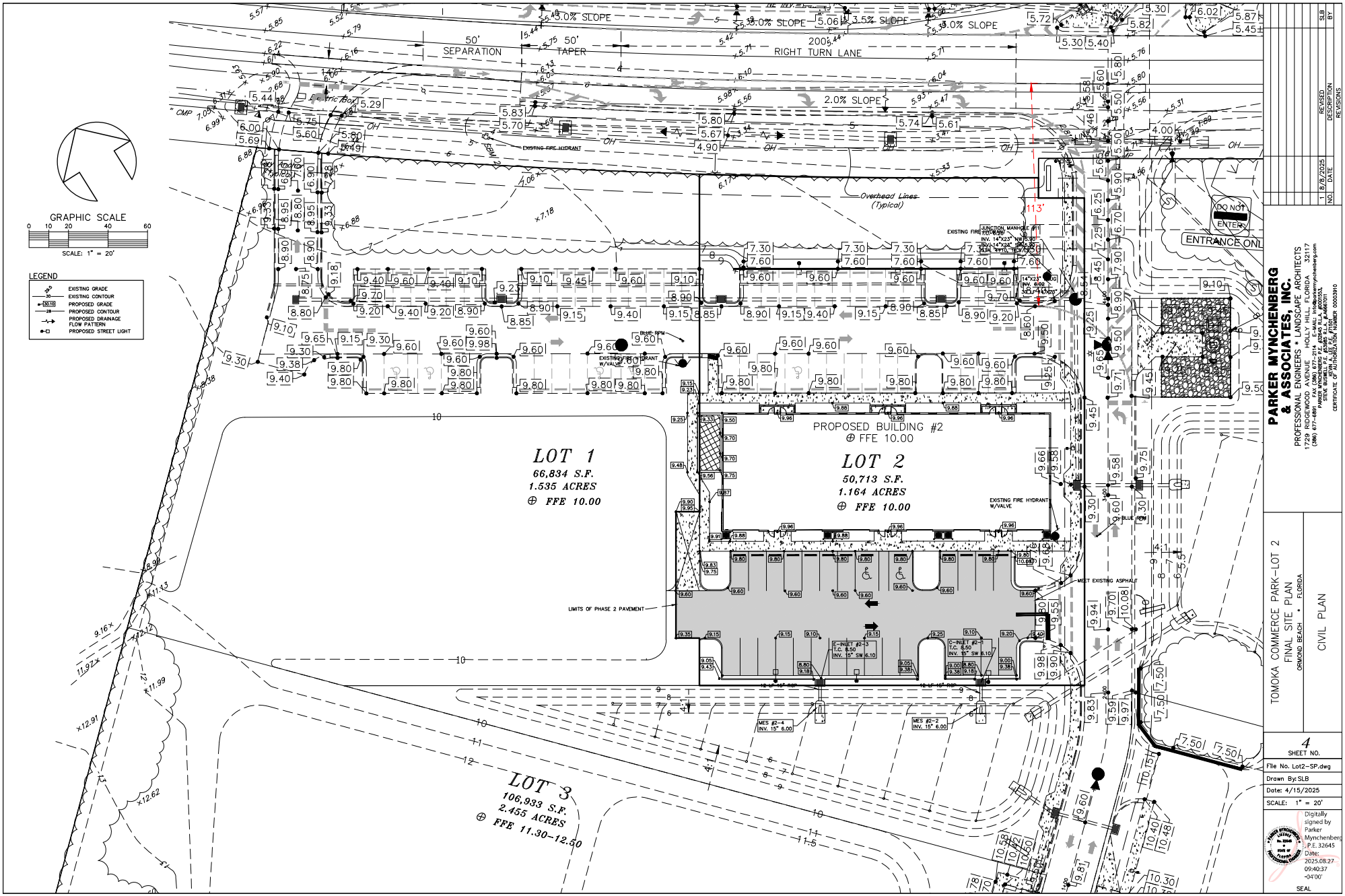
TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Myncheberg, P.E. 32645
Date: 2025.08.27 09:40:10 -04'00'
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TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

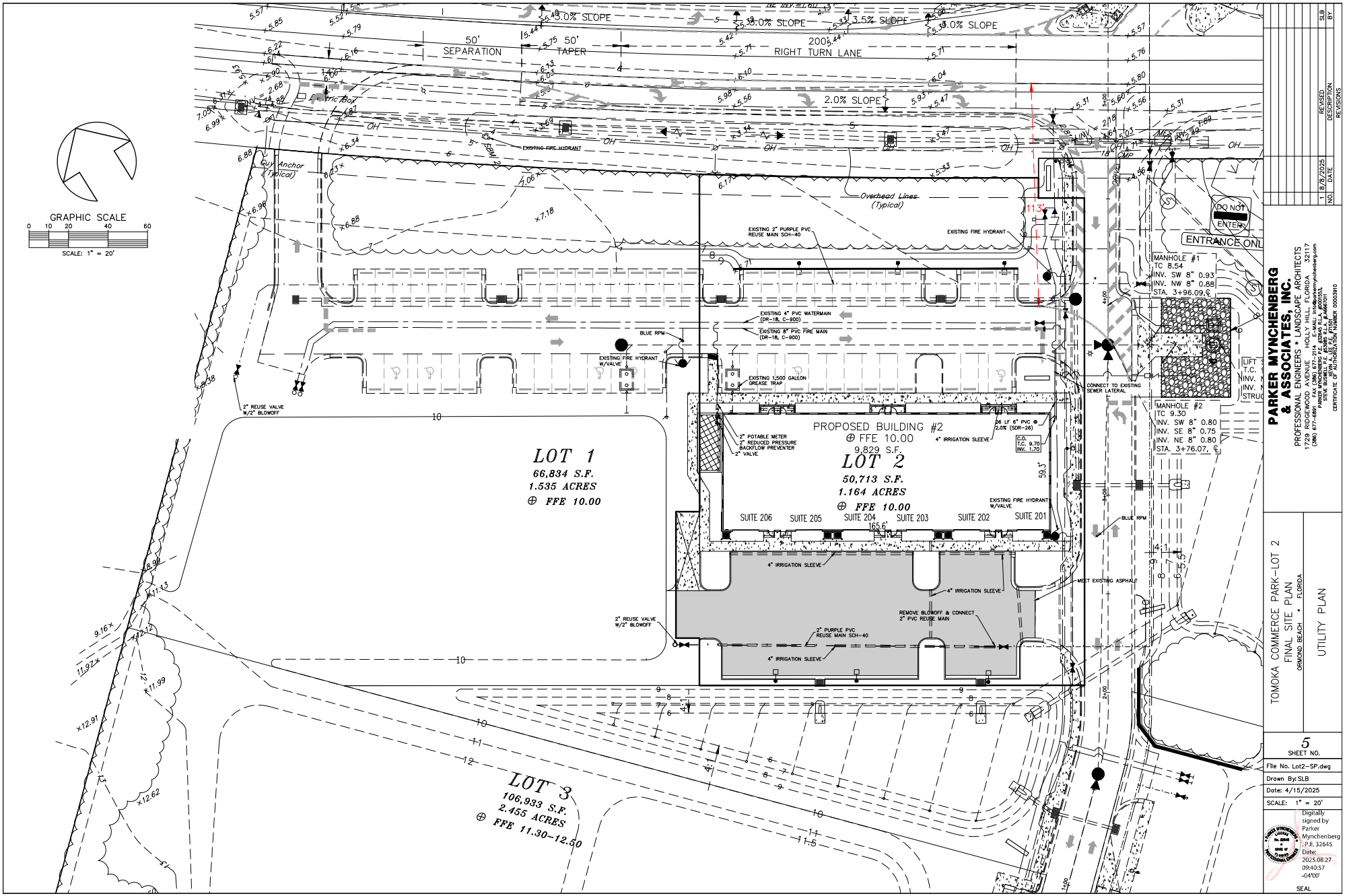
CIVIL PLAN

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File No. Lot2-SP.dwg
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Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:40:37 -04'00'

SEAL



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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

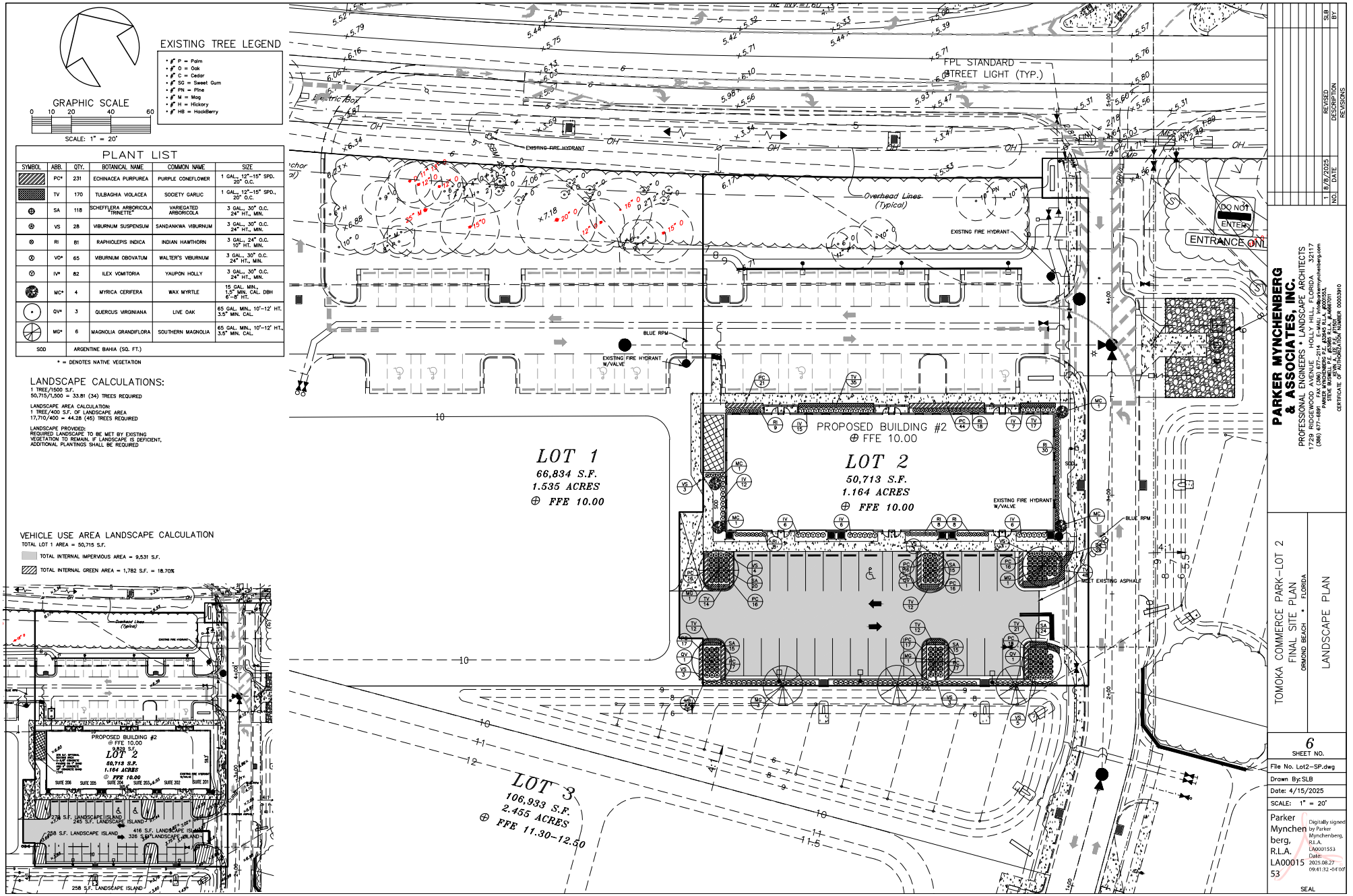
UTILITY PLAN

5
SHEET NO.

File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 09:40:57 -04'00'

SEAL


EXISTING TREE LEGEND
P = Palm
O = Oak
C = Cedar
SG = Sweet Gum
PN = Pine
M = Mag
H = Hickory
HB = HackBerry
GRAPHIC SCALE
0 10 20 40 60
SCALE: 1" = 20'
PLANT LIST
SYMBOL | ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
PC* | 231 | ECHINACEA PURPUREA | PURPLE CONEFLOWER | 1 GAL., 12"-15" SPD. 20" O.C.
TV | 170 | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 1 GAL., 12"-15" SPD., 20" O.C.
SA | 118 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 3 GAL., 30" O.C. 24" HT., MIN.
VS | 28 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 3 GAL., 30" O.C. 24" HT., MIN.
RI | 81 | RAPHIOLEPIS INDICA | INDIAN HAWTHORN | 3 GAL., 24" O.C. 10" HT. MIN.
VO* | 65 | VIBURNUM OBOVATUM | WALTER'S VIBURNUM | 3 GAL., 30" O.C. 24" HT., MIN.
IV* | 82 | ILEX VOMITORIA | YAUPON HOLLY | 3 GAL., 30" O.C. 24" HT., MIN.
MC* | 4 | MYRICA CERIFERA | WAX MYRTLE | 15 GAL. MIN., 1.5" MIN. CAL. DBH 6'-8" HT.
QV* | 3 | QUERCUS VIRGINIANA | LIVE OAK | 65 GAL. MIN., 10'-12' HT. 3.5" MIN. CAL.
MG* | 6 | MAGNOLIA GRANDIFLORA | SOUTHERN MAGNOLIA | 65 GAL. MIN., 10'-12' HT., 3.5" MIN. CAL.
SOD | | ARGENTINE BAHIA (SQ. FT.) | | |
* = DENOTES NATIVE VEGETATION
LANDSCAPE CALCULATIONS:
1 TREE/1500 S.F.
50,715/1,500 = 33.81 (34) TREES REQUIRED
LANDSCAPE AREA CALCULATION:
1 TREE/400 S.F. OF LANDSCAPE AREA
17,710/400 = 44.28 (45) TREES REQUIRED
LANDSCAPE PROVIDED:
REQUIRED LANDSCAPE TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE IS DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED
VEHICLE USE AREA LANDSCAPE CALCULATION
TOTAL LOT 1 AREA = 50,715 S.F.
TOTAL INTERNAL IMPERVIOUS AREA = 9,531 S.F.
TOTAL INTERNAL GREEN AREA = 1,782 S.F. = 18.70%
LOT 1
66,834 S.F.
1.535 ACRES
@ FFE 10.00
LOT 2
50,713 S.F.
1.164 ACRES
@ FFE 10.00
PROPOSED BUILDING #2
@ FFE 10.00
LOT 3
106,933 S.F.
2.455 ACRES
@ FFE 11.30-12.50
FPL STANDARD STREET LIGHT (TYP.)
Overhead Lines (Typical)
EXISTING FIRE HYDRANT
EXISTING FIRE HYDRANT W/VALVE
BLUE RPM
DO NOT ENTER
ENTRANCE ONLY
MEET EXISTING ASPHALT
SOD
258 S.F. LANDSCAPE ISLAND
243 S.F. LANDSCAPE ISLAND
416 S.F. LANDSCAPE ISLAND
326 S.F. LANDSCAPE ISLAND
NO. | DATE | REVISIONS | BY
1 | 8/6/2025 | REVISED | SLB
PARKER MYNCHENBERG & ASSOCIATES, INC.
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PARKER MYNCHENBERG P.E. #39545 R.L.A. #0001553
KEVIN A. LEE P.E. #70001 E-MAIL: kevin@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
TOMOKA COMMERCE PARK-LOT 2
FINAL SITE PLAN
ORMOND BEACH * FLORIDA
LANDSCAPE PLAN
6
SHEET NO.
File No. Lot2-SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'
Parker Mynchenberg, R.L.A. LA0001553
Digitally signed by Parker Mynchenberg, R.L.A. LA0001553
Date: 2025.08.27 09:41:32 -04'00'
SEAL

TOMOKA COMMERCE PARK - LOT 3

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

GENERAL NOTES

1. BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY J.J. MATEJKA & ASSOCIATES, INC.
2. TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICE SHALL BE INSTALLED UNDERGROUND.
3. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE ENGINEER AS TO DISCREPANCIES, IF ANY EXIST.
4. WATER MAINS SHALL BE DR-18, C-900 & SHALL HAVE DUCTILE EQUIVALENT OUTSIDE DIAMETER. WATER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
5. TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. ALL REQUIRED STOP SIGNS, SPEED LIMIT AND STREET SIGNS SHALL BE PROVIDED BY THE DEVELOPER.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M "SCOTCHLITE" HIGH INTENSITY GRADE SHEETING ON MINIMUM 0.080 GAUGE 5052 H-38 ALUMINUM BLANKS. ALL WARNING SIGN SHALL BE 30" X 30". ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 12 FT. LONG, 3" X 12 FT. ROUND ALUMINUM POSTS. ALL ROUND POSTS SHALL BE INSTALLED WITH ANCHOR PLATES TO PREVENT POST ROTATION. ALL STREET NAME SIGNS SHALL BE FABRICATED USING 3M HIGH INTENSITY REFLECTIVE SHEETING ONLY ON MINIMUM 0.063 GAUGE DOUBLE-BLADE, 5052 H-38 ALUMINUM BLANKS, ASSEMBLED WITH ONE 3/16" DIAMETER RIVET IN THE MIDDLE OF EACH END THROUGH PUNCHED/DRILLED HOLES 13/64" DIAMETER 1/2" FROM EACH END. 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 1" FROM THE TOP & BOTTOM CENTER EDGES OF THE STREET NAME SIGNS TO FIT A 24" TWIST BRACKET. THE FINISHED STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 6" UPPER & LOWER CASE LETTERS ON A GREEN BACKGROUND WITH A 3/8" OUTSIDE WHITE BORDER. THE TWIST BRACKET FOR STREET NAME SIGNS SHALL BE 1-1/2" WIDE X 1/4" THICK GALVANIZED STEEL 24" LONG WITH A 90°TWIST 8-1/8" FROM THE TOP END. 3/8" DIAMETER PUNCHED/DRILLED HOLES SHALL BE PROVIDED FOR THE TWIST BRACKET 1/2" FROM EACH END; 7-1/2" FROM THE TOP END & (3) 3/8" DIAMETER HOLES SHALL BE PUNCHED/DRILLED 4-1/2", 6-1/2", & 13-1/2" FROM THE BOTTOM END OF THE TWIST BRACKET.
7. STREET LIGHT SHALL BE MAXIMUM 9,500 LUMEN, MAXIMUM POLE HEIGHT 20.0' ABOVE GRADE.
8. SANITARY SEWER SERVICE GRAVITY MAINS SHALL BE 8" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 0.40%, OR 6" DIAMETER SDR-26 PVC INSTALLED AT A MINIMUM GRADE OF 1.0%, UNLESS OTHERWISE NOTED. SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH. LIFT STATION AND FORCE MAIN ARE PRIVATE.
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11. NO OUTDOOR STORAGE IS ALLOWED WITHOUT ADVANCE PUBLIC HEARING AS A SPECIAL EXCEPTION OR PB AMENDMENT.
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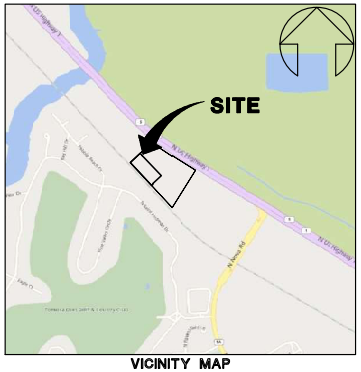
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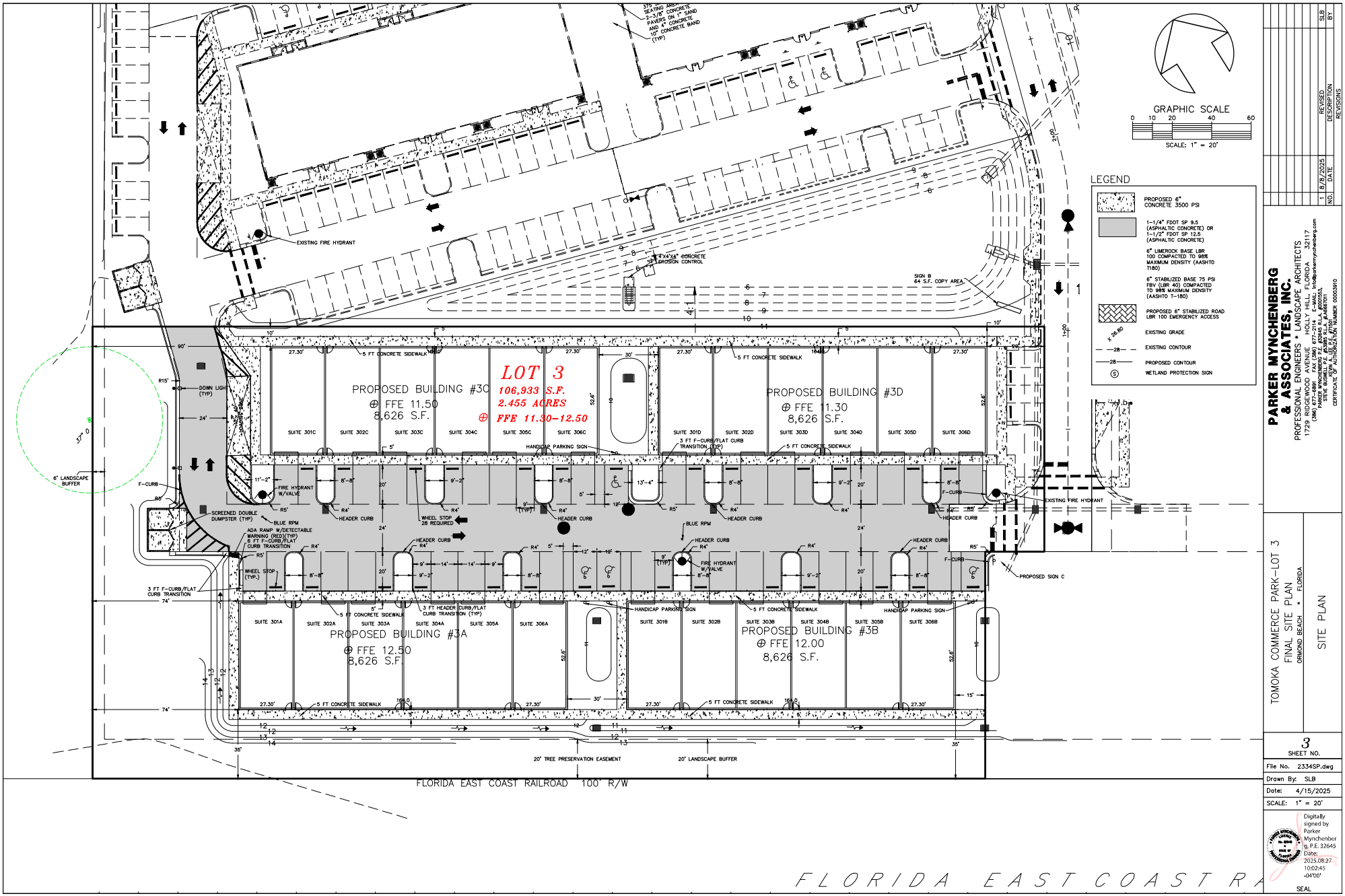
THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LEGAL DESCRIPTION LOT 3

LOT 3 TOMOKA COMMERCE PARK MB ____ PGS ____-____.


SITE
N US Highway 1
SR 5
N Nova Rd
Tomoka River
Tomoka Farms Run
Tomoka Farms Run
Tomoka Farms Run



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645, PRINCIPAL ENGINEER
STEVE BISHOP, P.E. #67511, L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

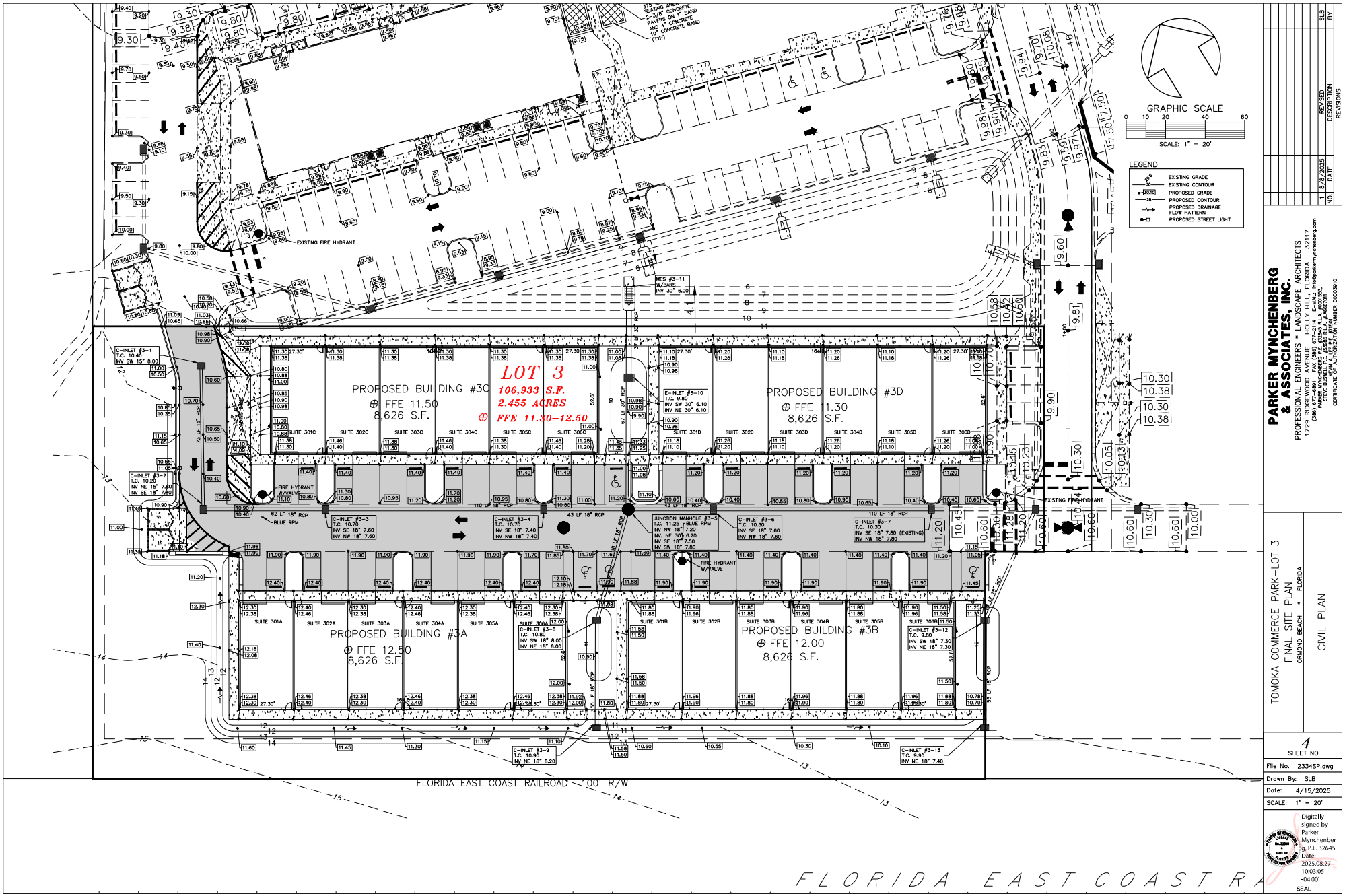
TOMOKA COMMERCE PARK-LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 10:02:45 -04'00'
SEAL



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REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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(386) 677-6681 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645
STEVEN BUCHENBERG, P.E. #46931
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

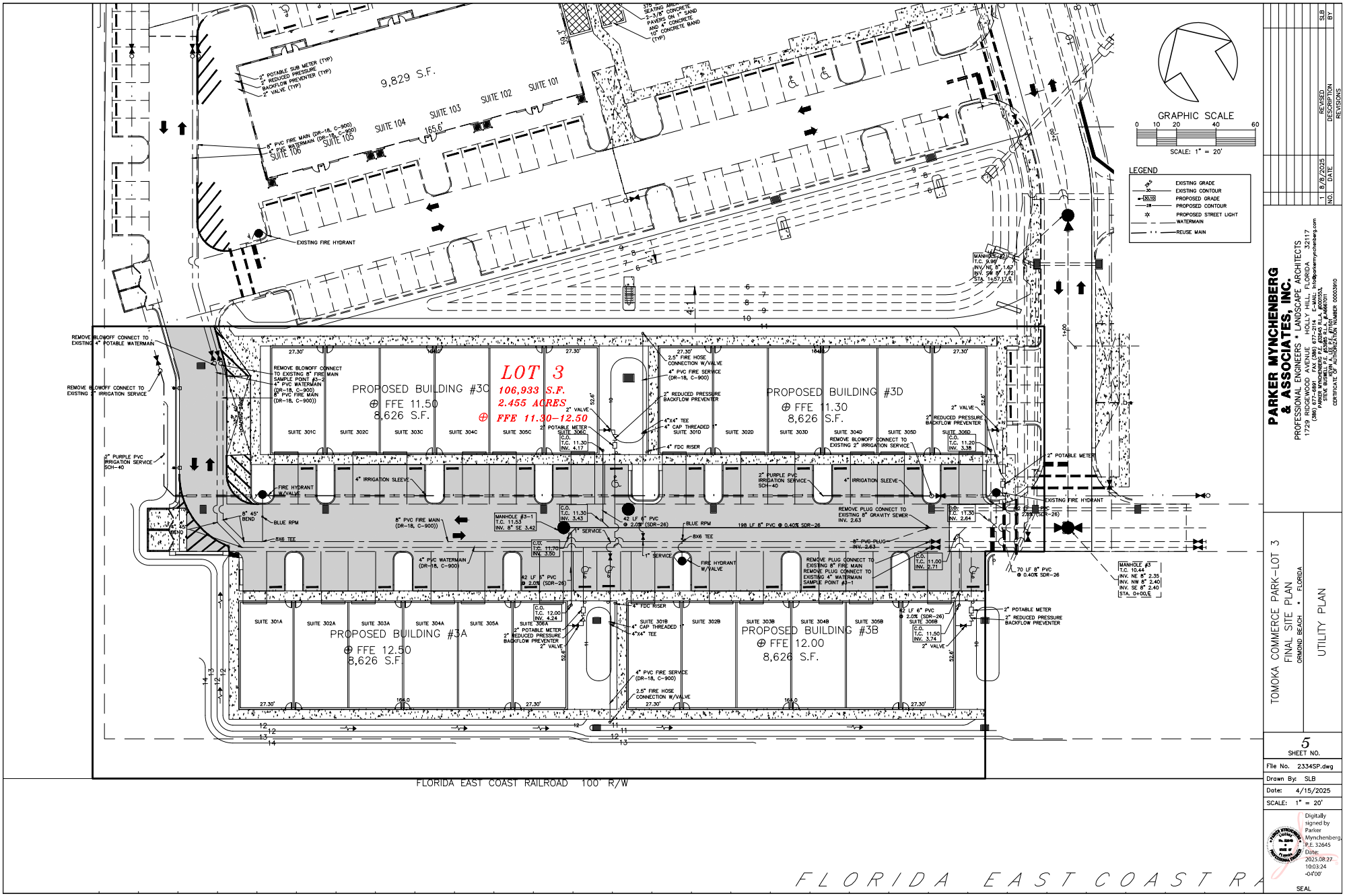
TOMOKA COMMERCE PARK–LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

CIVIL PLAN

4
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 10:03:05 -04'00'
SEAL



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(386) 677-6881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. FLORIDA REG. NO. 32645
STEVE BIGNELLI, P.E. FLORIDA REG. NO. 66903
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK-LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

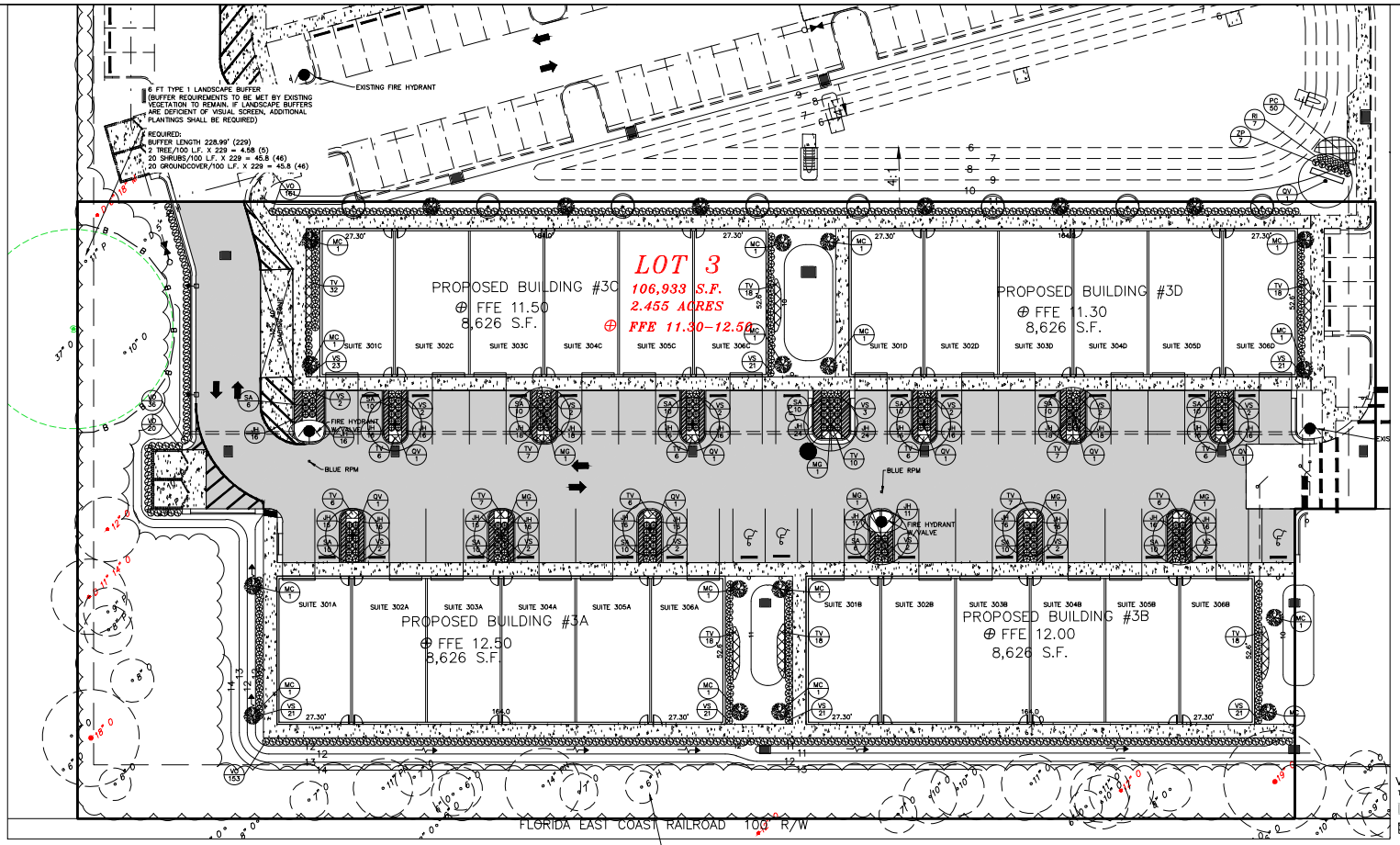
UTILITY PLAN

5
SHEET NO.

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Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2025.08.27 10:03:24 -04'00'

SEAL



GRAPHIC SCALE

0 10 20 40 60

SCALE: 1" = 20'

EXISTING TREE LEGEND

- 6" P = Palm
- 6" O = Oak
- 6" C = Cedar
- 6" SG = Sweet Gum
- 6" PN = Pine
- 6" M = Mag
- 6" H = Hickory
- 6" HB = HackBerry

LANDSCAPE CALCULATIONS:

1 TREE/1500 S.F.
106,933/1,500 = 71.28 (71) TREES REQUIRED

LANDSCAPE AREA CALCULATION:
1 TREE/400 S.F. OF LANDSCAPE AREA
37,465/400 = 93.66 (94) TREES REQUIRED

LANDSCAPE PROVIDED:
REQUIRED LANDSCAPE TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE IS DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED

VEHICLE USE AREA LANDSCAPE CALCULATION

TOTAL LOT 3 AREA = 106,933 S.F.

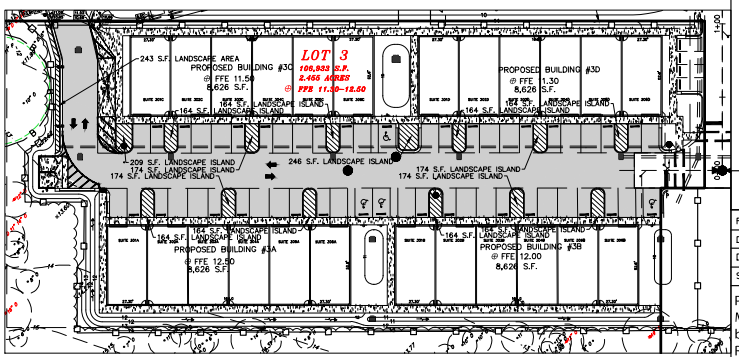
TOTAL VEHICLE USE AREA = 24,633 SF

TOTAL INTERNAL GREEN AREA = 2,703 SF = 10.97%

LOT 3 – PLANT LIST

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PC*	447	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL., 12"–15" SPD. 20" O.C.
	TV	239	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"–15" SPD., 20" O.C.
	SA	137	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
	VS	178	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	RI	7	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 24" O.C. 10" HT. MIN.
	VO*	370	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	ZP*	7	ZAMIA PUMILA	COONTIE	3 GAL., 36" O.C. 24" HT., MIN.
	MC*	22	MYRICA CERIFERA	WAX MYRTLE	15 GAL. MIN., 1.5" MIN. CAL. DBH 6'–8" HT.
	IA*	8	ILEX X ATTENUATA	EAST PALATKA HOLLY	15 GAL. MIN., 1.5" MIN. CAL. 6'–8" HT.
	QV*	8	QUERCUS VIRGINIANA	LIVE OAK	65 GAL. MIN., 10'–12' HT. 3.5" MIN. CAL.
	MG*	6	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	65 GAL. MIN., 10'–12' HT., 3.5" MIN. CAL.
SOD			ARGENTINE BAHIA (SQ. FT.)		

* = DENOTES NATIVE VEGETATION



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ALAN E. PARKER P.E. #47501 KEVIN A. LEE P.E. #79101
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TOMOKA COMMERCE PARK–LOT 3
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

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Parker Mynchenberg, R.L.A. LA00015 53

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SEAL

TOMOKA COMMERCE PARK - LOT 4

FINAL SITE PLAN

ORMOND BEACH, FLORIDA

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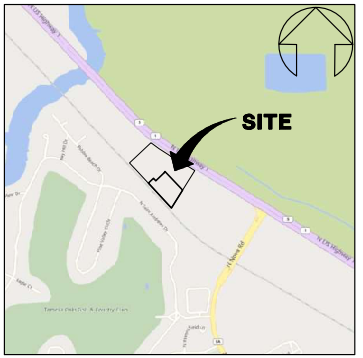
LEGAL DESCRIPTION:

THAT PART OF THE THOMAS FITCH GRANT, SECTION 39, TOWNSHIP 14 SOUTH, RANGE 32 EAST, BEING ALSO THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8160, PAGE 1703, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST ON THE NORTHWESTERLY EDGE OF THE TOMOKA RIVER; THENCE S80° 30' 53"E, 506.99 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF NORTH U. S. HIGHWAY 1, SAID NORTH U. S. HIGHWAY 1 BEING ALSO STATE ROAD 5, A 170 FOOT RIGHT OF WAY IN THIS AREA; THENCE S43° 01' 00"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 728.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 57' 52", FOR AN ARC LENGTH OF 674.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 03' 22", FOR AN ARC LENGTH OF 342.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE S58° 05'27"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 53.98 FEET; THENCE N32° 02' 56"E, 9.86 FEET; THENCE S57° 57' 04"E, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 453.37 FEET TO A POINT THEREIN; THENCE S32° 00 35"W, 720.06 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT OF WAY IN THIS AREA; THENCE N42° 59' 00"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 1008.16 FEET TO A POINT THEREIN; THENCE N47° 01' 07"E, 480.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.483 ACERS MORE OR LESS

LOT 4 LEGAL DESCRIPTION

LOT 4 TOMOKA COMMERCE PARK MB _____ PGS _____-_____.



VICINITY MAP

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY SURVEY
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING & DRAINAGE DETAILS
14-15	WATER DETAILS
16	SEWER DETAILS
17	REUSE DETAILS

LOT REQUIREMENTS

1. MAXIMUM BUILDING HEIGHT = 30'
2. MAXIMUM BUILDING COVERAGE = 35%
3. MAXIMUM LOT IMPERVIOUS COVERAGE = 75%
4. MINIMUM LOT SIZE = 10,000 S.F.
5. MINIMUM LOT WIDTH = 100'
6. MINIMUM LOT DEPTH = 100'
7. MINIMUM BUILDING SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 10'
   - C. SOUTH = 10'
   - D. WEST = 20'
   - E. ALL DEVELOPMENT MUST COMPLY WITH SETBACK REQUIREMENTS FOR WETLANDS (CHAPTER 3, ARTICLE II), SPECIAL CORRIDORS AND BUFFER REQUIREMENTS (CHAPTER 3, ARTICLE I), AND ANY RELATED SETBACK REQUIREMENTS PLACED ON CONDITIONAL OR SPECIAL EXCEPTION USES (CHAPTER 2, ARTICLE IV); AS WELL AS OTHER SPECIAL REQUIREMENTS PURSUANT TO THIS CODE.
8. MINIMUM LOT SETBACKS
   - A. EAST (US-1) = 36'
   - B. NORTH = 6'
   - C. SOUTH = 6'
   - D. WEST = 20'
   - E. INTERIOR = 0'

GENERAL INFORMATION

OWNER/DEVELOPER

890 N US HWY 1 LLC
SCOTT VANACORE, MANAGER
1451 U.S. HIGHWAY 1 SUITE 13
ORMOND BEACH, FLORIDA 32174

ENGINEER & LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386)) 677-2114
E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

SURVEYOR:

J.J. MATEJKA & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
JOHN J. MATEJKA III, PSM #4002
408 HARVEY AVENUE
DAYTONA BEACH, FLORIDA 32118
(386)252-7371

LAND USE TABULATION

EXISTING USE: VACANT
PROPOSED USE: OFFICE COMMERCIAL BUILDINGS & ASSOCIATED PARKING
PROJECT ADDRESS: 890 N US HWY 1, ORMOND BEACH, FL 32174
LOT 4 ADDRESS: N US HWY 1, ORMOND BEACH, FL 32174
LOT 4 AREA = 157,420 S.F. = 3.614 ACRES

LOT 4 BUILDING COVERAGE = 56,108/157,420 = 35.64% BUILDING COVERAGE

LOT 4 FAR = 56.108/157,420 = 0.3564 FAR

PROJECT DESCRIPTION:

CONSTRUCT (2) 17,274 S.F.,(2) 8,626 S.F., (1) 4,308 S.F. 1 STORY BUILDINGS AND ASSOCIATED PAVING, DRAINAGE, UTILITY, LANDSCAPE & IRRIGATION.

SITE DATA

TAX PARCEL NUMBER: XXXX-XX-XX-XXXX
LOT 4 AREA = 3.614 ACRES

LOT 4 IMPERVIOUS AREA:
- BUILDINGS = 56,108 S.F.
- PARKING AND CURB = 42,679 S.F.
- SIDEWALKS = 11,232 S.F.
- TOTAL IMPERVIOUS AREA = 110,019 S.F. = 69.89%
- TOTAL LANDSCAPE AREA = 47,401 S.F. = 30.11%

BUILDING DATA

NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: TYPE IIB

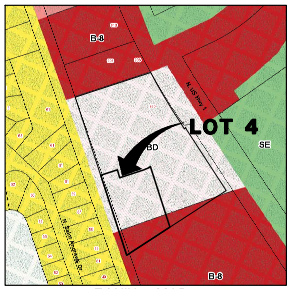
PARKING CALCULATION

LOT 4 PARKING CALCULATION
REQUIRED PARKING
BUILDING #4A = 8,626 S.F.
BUILDING #4B = 8,626 S.F.
BUILDING #4C = 4,308 S.F.
BUILDING #4D = 17,274 S.F.
BUILDING #4E = 17,274 S.F.
TOTAL #4A - 4E= 56,108 S.F.

TYPICAL UNIT PARKING REQUIRED:
TYPICAL UNIT = 1,438 S.F.
2 SPACES PER FIRST 1,000 S.F. OF WAREHOUSE AREA, INCLUDING OFFICE AREA OF NOT LESS THAN 200 S.F. = 2
1 SPACE/750 S.F. (1,000 S.F. TO 4,000 S.F.) 438/750 = 0.58 (1)
TOTAL REQUIRED PARKING PER TYPICAL UNIT = 3

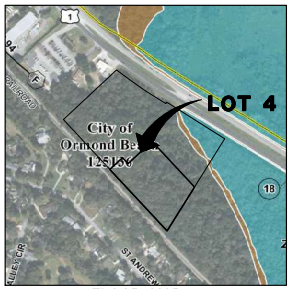
BUILDING 4A - 6 UNITS = 18 SPACES
BUILDING 4B - 6 UNITS = 18 SPACES
BUILDING 4C - 3 UNITS = 9 SPACES
BUILDING 4D - 12 UNITS = 36 SPACES
BUILDING 4E - 12 UNITS = 36 SPACES
TOTAL PARKING REQUIRED = 117 SPACES

PARKING PROVIDED:
STANDARD/DRIVEWAY 83
GARAGE 39
HANDICAP 5
TOTAL 127



ZONING MAP

PROPOSED CITY OF ORMOND BEACH ZONING: PBD (PLANNED BUSINESS DEVELOPMENT)
PROPOSED CITY OF ORMOND BEACH FUTURE LAND USE: GC (GENERAL COMMERCIAL)



FLOOD MAP

PROJECT IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND ZONE "AE" PER THE FLOOD INSURANCE RATE MAP PANEL #12127C0212K EFFECTIVE 9/29/2017.

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
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PARKER MYNCHENBERG, P.E. #32645 L.A. #1553
STEVEN BICHELMEYER, P.E. #66201 JEFFREY A. BEASLEY, P.E. #66201
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

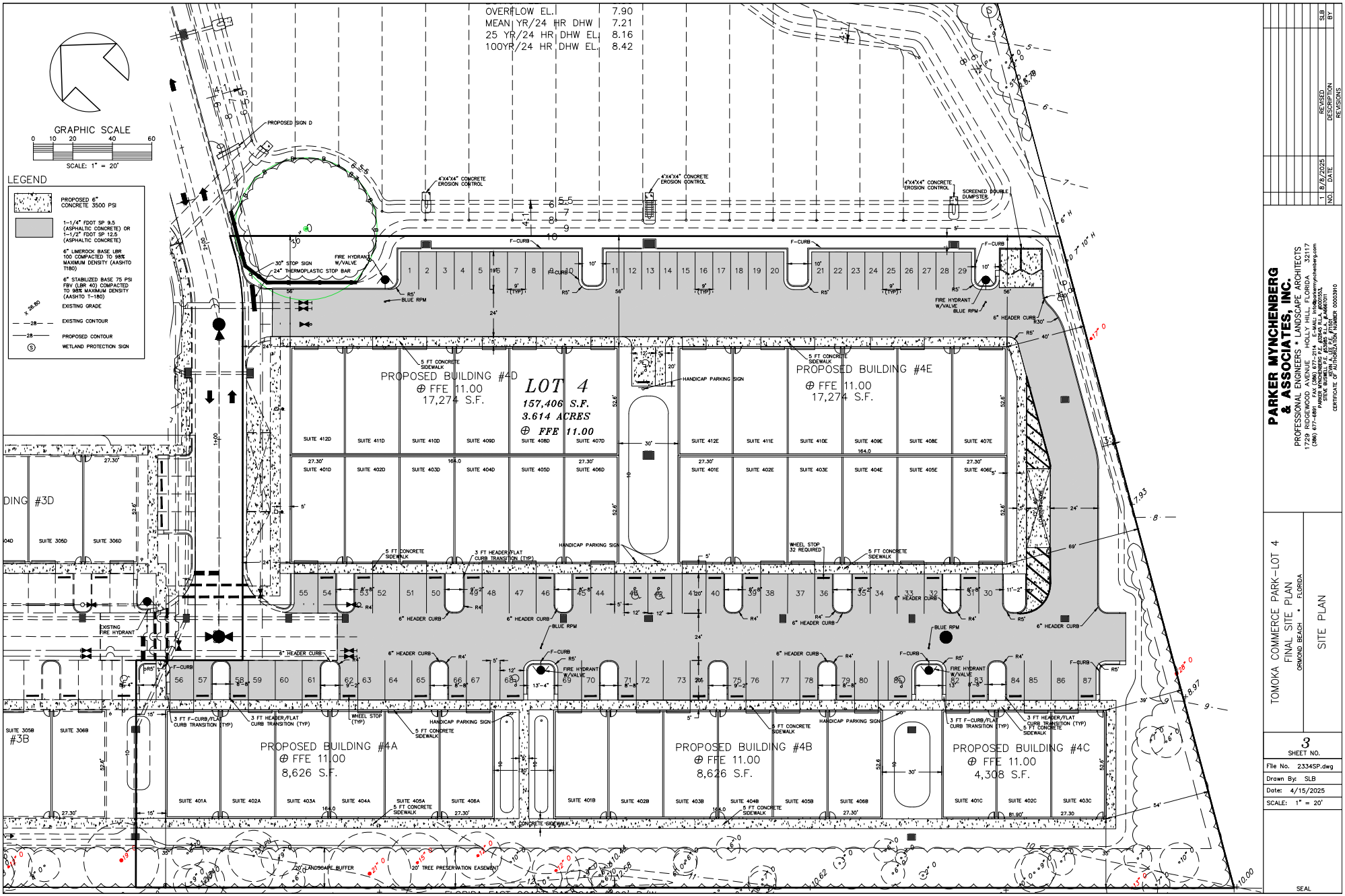
TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: NONE

SEAL



NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

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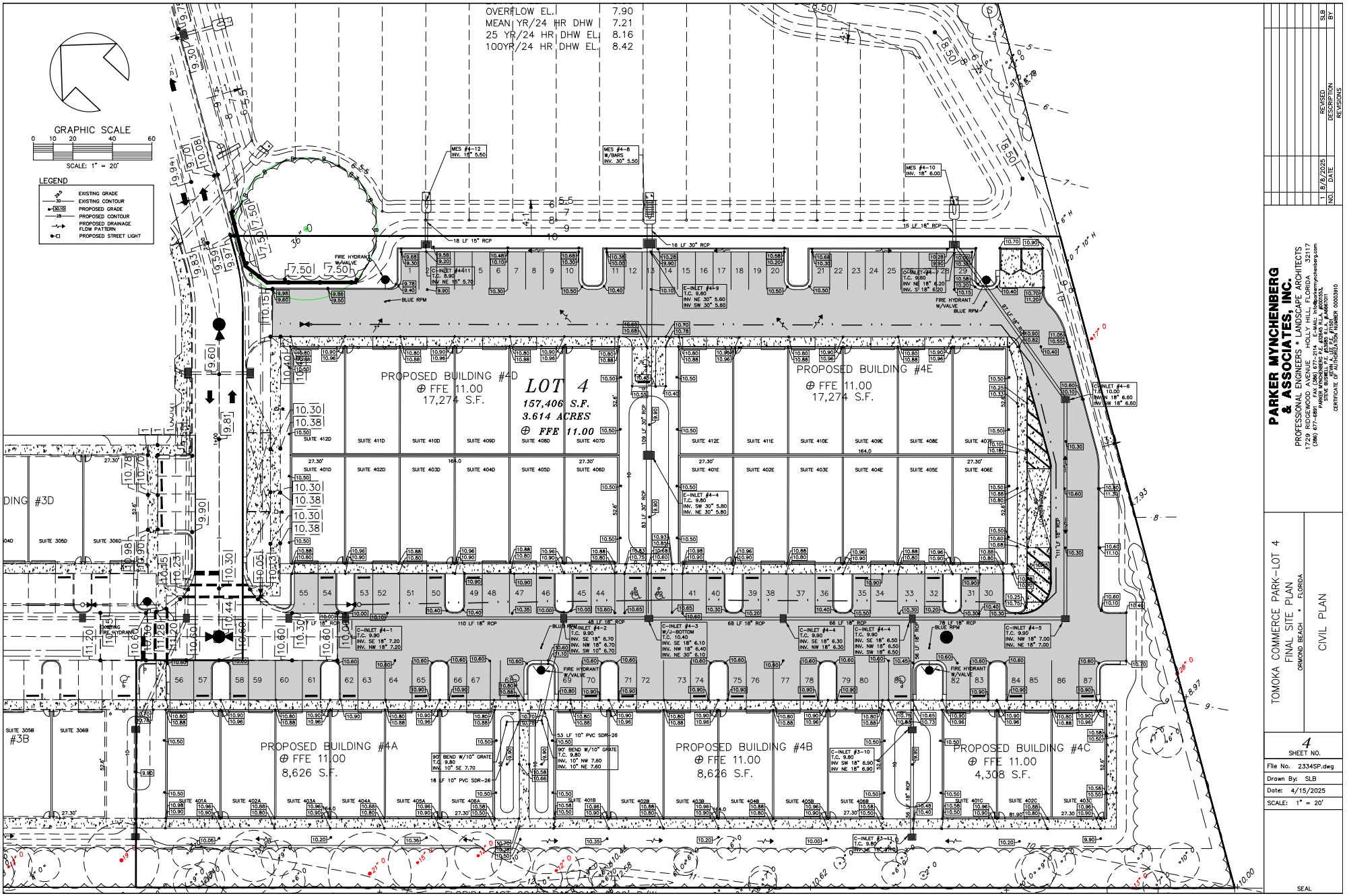
TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

SEAL



PARKER MYNCHENBERG & ASSOCIATES, INC.
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PARKER MYNCHENBERG, P.E. FLORIDA REG. # 46803
STEVE BICHENEFF, P.E. FLORIDA REG. # 84807311
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	8/8/2025	REVISED	SLB

REVISIONS

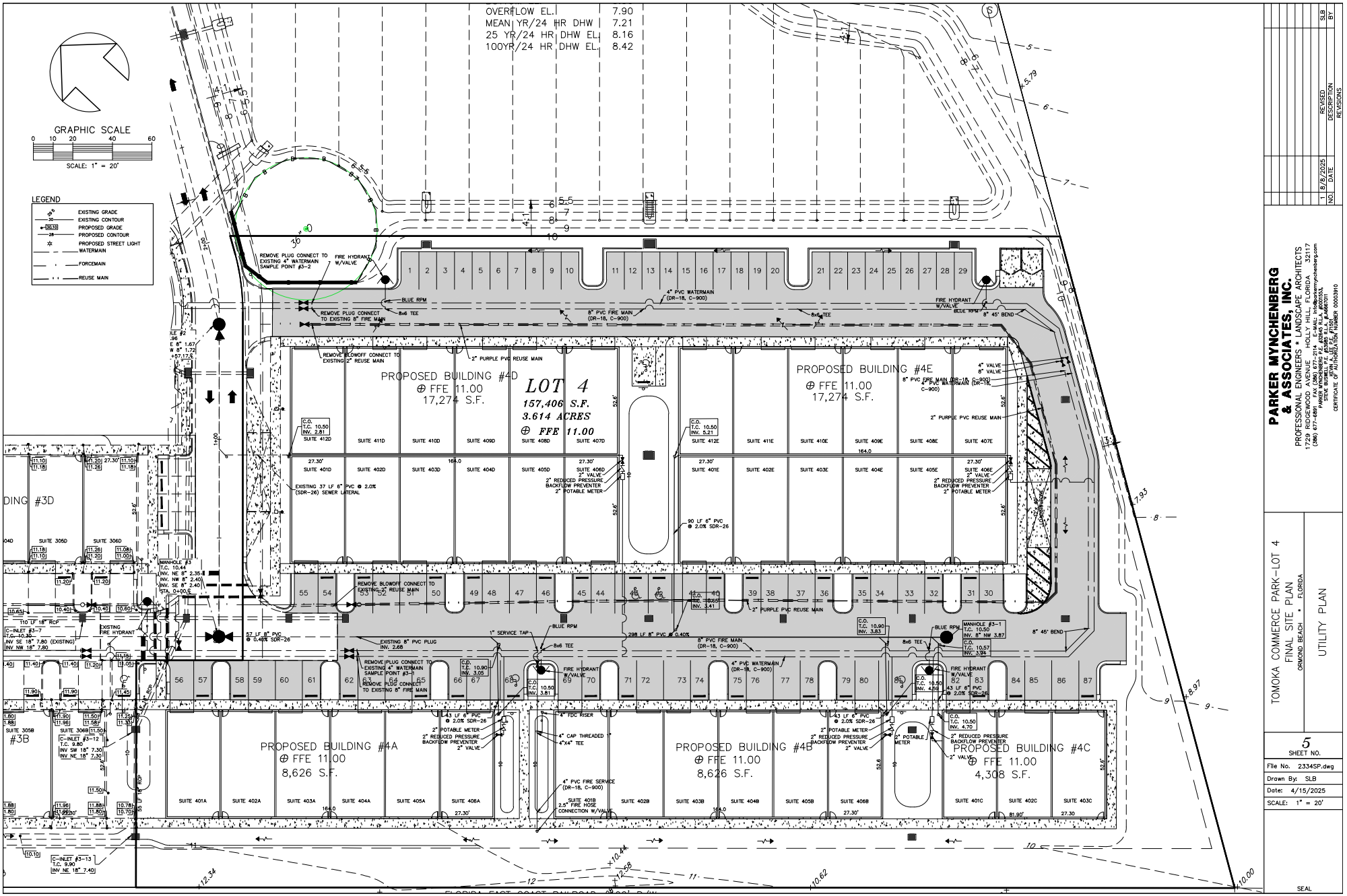
TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

CIVIL PLAN

4
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

SEAL



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PARKER MYNCHENBERG, P.E. FLORIDA REG. # 44803
STEVE BISHOP, P.E. FLORIDA REG. # 64660
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS	BY
1	8/8/2025	REVISED	SLB

TOMOKA COMMERCE PARK-LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

UTILITY PLAN

5
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

SEAL

LOT 4 – PLANT LIST

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	PC*	748	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL., 12"–15" SPD. 20" O.C.
	TV	159	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"–15" SPD., 20" O.C.
	SA	222	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
	VS	48	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	RI	355	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 24" O.C. 10" HT. MIN.
	VO*	421	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	3 GAL., 30" O.C. 24" HT. MIN.
	ZP*	7	ZAMIA PUMILA	COONTIE	3 GAL., 36" O.C. 24" HT., MIN.
	IV*	147	ILEX VOMITORIA	YAUPON HOLLY	3 GAL., 30" O.C. 24" HT., MIN.
	MC*	24	MYRICA CERIFERA	WAX MYRTLE	15 GAL. MIN., 1.5" MIN. CAL. DBH 6'–8' HT.
	SP*	3	SABAL PALMETTO	SABAL PALM	14' – 16' HEIGHT
	QV*	11	QUERCUS VIRGINIANA	LIVE OAK	65 GAL. MIN., 10'–12' HT. 3.5" MIN. CAL.
	MG*	10	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	65 GAL. MIN., 10'–12' HT., 3.5" MIN. CAL.
SOD			ARGENTINE BAHIA (SQ. FT.)		

* = DENOTES NATIVE VEGETATION

VEHICLE USE AREA LANDSCAPE CALCULATION

TOTAL LOT 1 AREA = 157,420 S.F.

TOTAL VEHICLE USE AREA = 42,679 S.F.

TOTAL INTERNAL GREEN AREA = 4,831 S.F. = 11.06%

LANDSCAPE CALCULATIONS:

1 TREE/1500 S.F.
157,406/1,500 = 104.94 (105) TREES REQUIRED

LANDSCAPE AREA CALCULATION:
1 TREE/400 S.F. OF LANDSCAPE AREA
47,401/400 = 118.50 (119) TREES REQUIRED

LANDSCAPE PROVIDED:
REQUIRED LANDSCAPE TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE IS DEFICIENT, ADDITIONAL PLANTINGS SHALL BE REQUIRED

6 FT TYPE 1 LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)

REQUIRED:
BUFFER LENGTH 341.65' (342)
2 TREE/100 L.F. X 342 = 4.58 (5)
20 SHRUBS/100 L.F. X 342 = 45.6 (46)
20 GROUNDCOVER/100 L.F. X 342 = 45.6 (46)

PROPOSED BUILDING #4D
@ FFE 11.00
17,274 S.F.

LOT 4
157,406 S.F.
3.614 ACRES
@ FFE 11.00

PROPOSED BUILDING #4E
@ FFE 11.00
17,274 S.F.

PROPOSED BUILDING #4A
@ FFE 11.00
8,626 S.F.

PROPOSED BUILDING #4B
@ FFE 11.00
8,626 S.F.

PROPOSED BUILDING #4C
@ FFE 11.00
4,308 S.F.

SIGN D
64 S.F. COPY AREA

GRAPHIC SCALE
0 10 20 40 60
SCALE: 1" = 20'

EXISTING TREE LEGEND

- #" P = Palm
- #" O = Oak
- #" C = Cedar
- #" SG = Sweet Gum
- #" PN = Pine
- #" M = Mag
- #" H = Hickory
- #" HB = HackBerry

20 FT TYPE 4 LANDSCAPE BUFFER
(BUFFER REQUIREMENTS TO BE MET BY EXISTING VEGETATION TO REMAIN. IF LANDSCAPE BUFFERS ARE DEFICIENT OF VISUAL SCREEN, ADDITIONAL PLANTINGS SHALL BE REQUIRED)

REQUIRED:
BUFFER LENGTH 556.11' (556)
4 TREE/100 L.F. X 556 = 22.24 (22)
40 SHRUBS/100 L.F. X 556 = 222.4 (222)
40 GROUNDCOVER/100 L.F. X 556 = 222.4 (222)

FLORIDA EAST COAST RAILROAD 200' R/W

NO.	DATE	DESCRIPTION REVISIONS	BY
1	8/8/2025	REVISED	SLB

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(386) 677-6891 – FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36853 – STEVEN BUCHENBERG, P.E. #49031
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

TOMOKA COMMERCE PARK–LOT 4
FINAL SITE PLAN
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. 2334SP.dwg
Drawn By: SLB
Date: 4/15/2025
SCALE: 1" = 20'

SEAL

Planning Board minutes from December 11, 2025

ITEM:

PZ-2025-165

Tomoka Commerce Park

Planned Business Development Amendment, Issuance of a Development Order

Recommended for Approval (6-0)

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2026-01

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 890 NORTH U.S. HIGHWAY 1, TO BE KNOWN AS THE "TOMOKA COMMERCE PARK"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY FOR A MIXTURE OF COMMERCIAL, WAREHOUSE, AND LIGHT INDUSTRIAL USES; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is an application submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

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 submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

   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 submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

   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 submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is an application submitted by Parker Mynchenberg & Associates, with the authorization of the property owner, 890 North US Highway 1, LLC, for the Issuance of a development order for the development of 12.48 acres for a four (4) lot commercial subdivision with a mixture of commercial, warehouse, and light industrial uses known

as the Tomoka Commerce Park. The property is located at 890 North U.S. Highway 1. The master development plan proposes eleven (11) buildings, totaling approximately 110,270 square feet.

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	January 20, 2026	**Item No**	8.E.
Section	PUBLIC HEARINGS	**Category**	Public Hearing - Ordinances
Subject	Land Development Code Amendment, Live Local Act 2025 Update		
Recommended Action	The Planning Board recommends **APPROVAL** of the Land Development Code amendments to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act with Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, of the Land Development Code to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

The proposed Land Development Code amendment is based on the state-mandated Live Local Act update to provide affordable housing.

Zev Cohen and Associates provided the original analysis of the Live Local Act for the City of Ormond Beach and provided an analysis of the 2025 update.

The Planning Board reviewed the proposed Land Development Code amendments at the December 11, 2025, meeting and recommended approval.

Financial Impact

None

Citizen Impact

The proposed amendments are based upon state law updates and the city is required to align the Land Development Code regulations with state statutes.

Attachments

1. 26-02 Planning LDC Amendment, Section 2-39, Live Local Act P25-0194G
2. 12.11.2025, PB Report, Live Local Act Update, LDC Amendment(8.5X11)
3. DRAFT 12.11.25 Planning Board Minutes - Live Local Amendment
4. Ordinance BIE, LDC Amendment, LLA

ORDINANCE NO. 2026-02

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, AFFORDABLE HOUSING, OF THE ORMOND BEACH *LAND DEVELOPMENT CODE* TO UPDATE THE SECTION BASED ON SENATE BILL 1730 FOR EXPANDED APPLICABILITY TO PLANNED DEVELOPMENTS PERMITTED IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED-USE AND PARKING REQUIREMENT REDUCTIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable Housing, of the *Land Development Code* to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions; and

WHEREAS, on March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, creating Section 125.01055(7) and Section 166.04151(7), Florida Statutes (2023), known as the Live Local Act, taking effect on July 1, 2023; and

WHEREAS, on May 16, 2024, Governor Ron DeSantis signed SB 328, amending the Live Local Act, taking effect on May 16, 2024; and

WHEREAS, on June 23, 2025, Governor Ron DeSantis signed Senate Bill 1730, amending the Live Local Act, taking effect on July 1, 2025; and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on December 11, 2025, on the requested amendments and has made recommendations thereon to the City Commission; and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with; and

WHEREAS, for the purposes of this Ordinance, underlined type constitutes additions to the original text and ~~strikethrough~~ 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 2-39, Affordable Housing, of Article II, District Regulations, of Chapter 2, District and General Regulations, is hereby amended to the following:

Sec. 2-39. Affordable Housing.

(a) *Purpose and intent.* The purpose of this section is to address and implement the requirements of the Live Local Act in accordance with Florida Statute Section 125.01055(7) and Section 166.04151(7).

(b) *Implementation.* With respect to multifamily and mixed-use residential affordable housing as further described herein, the following eligibility criteria, procedures, and standards shall apply:

(1) The development rights afforded by this statutory provision, including the right to city administrative approval and the imposition of restrictions on the application of city density, floor area ratio, and height limitations, apply only to properties zoned for commercial or industrial. No other properties

are eligible. Among those properties excluded from eligibility are properties ~~subject to any Planned Developments (PD) including~~ zoned as Planned Residential Development (PRD)~~, Planned Business Development (PBD), Planned Industrial Development (PID), and Planned Mixed Use Development (PMUD),~~ unless the planned development agreement for the property specifically provides for such applicability; and properties zoned for or used primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as a stand-alone facility. Properties subject to the airport exception found in Florida Statute Section 333.03(5) are also not eligible.

(2) An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA) documenting the project's affordability (and where applicable in the city's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, and recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the city as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the city and shall be a prerequisite to issuance of any building permits.

(3) Except for density, floor area ratio, and height, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE), and compensating storage. Any project in conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

(4) For a proposed, eligible project using the Live Local Act or any successor legislation's development rights, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the city which will include a reference to the Live Local Act and affordable housing. The developer shall be responsible for the cost of the poster, reimbursable to the city.

(5) Parking. If a property is located within one-quarter mile of a transit stop, the parking requirements shall be reduced by twenty percent (20%).

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 20th day of January 2026.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of February 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment
Live Local Act 2025 Update

PLANNING BOARD DATE:	December 11, 2025
TENTATIVE CITY COMMISSION DATES:	January 20, 2026 (1st Reading) and February 3, 2026 (2nd Reading)
APPLICANT:	Administrative
PROJECT NUMBER:	PZ-2025-218
SUBJECT:	LDC amendment: Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted for commercial, industrial, or mixed use
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

SECTION 2, BACKGROUND: The Live Local Act, created through Senate Bill (SB) 102 and effective on July 1, 2023, mandates that local governments must permit multifamily and mixed-use residential developments in areas zoned for commercial, industrial, or mixed-use, provided that at least 40 percent of the residential units in a proposed multifamily rental development are affordable for a minimum of 30 years. There were updates to the Live Local Act with SB 328, which Governor DeSantis signed on May 16, 2024. On February 4, 2025, the City Commission approved Ordinance 2025-08 that created Section 2-39, Affordable housing to implement the Live Local Act within the City's Land Development Code. Separate from the Land Development Code, on December 27, 2024, the City Commission authorized Resolution 2024-217, electing not to exempt certain properties located within the City of Ormond Beach from ad valorem taxation under the Live Local Act. There is a pending Resolution for 2025 regarding the opt-out of ad valorem taxation, based on the 2025 Shimberg Center for Housing Studies Annual Report.

SECTION 3, ANALYSIS: Zev Cohen and Associates provided the original analysis of the Live Local Act for the City of Ormond Beach and provided an analysis of the 2025 update (Attachment 1) that was enacted with Senate Bill 1730 (see Attachment 2). Key aspects of the update include:

1. Expanded the applicability of the Live Local Act to include Planned Unit Developments (PUDs) permitted for commercial, industrial, or mixed use. **This is part of the Land Development Code update.**
2. Local governments are prohibited from requiring more than 10 percent of the total square footage of a mixed-use Live Local project to be used for nonresidential purposes.
3. Density, height, and floor area ratio allowances cannot be lower than the highest allowed entitlements as of July 1, 2023.
4. The update allows local governments to permit affordable housing on properties with Houses of Worship, regardless of zoning. This provision is at the option of the local government. The proposed Land Development Code amendments do not allow permitting affordable housing on properties with Houses of Worship. If there is a desire to enable affordable housing on properties with Houses of Worship, an amendment would be needed.
5. Requires local governments to reduce parking requirements by 15 percent for developments within a quarter mile of a transit stop, half mile of a major transportation hub, or with available parking within 600 feet. **This is part of the Land Development Code update.** The Land Development Code already allows a twenty percent (20%) parking reduction for properties on a multi-modal corridor.

The proposed update is as follows (~~strikethrough~~ text is deleted text and underlined text is proposed text):

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing

Sec. 2-39. Affordable housing.

(a) *Purpose and intent.* The purpose of this section is to address and implement the requirements of the Live Local Act in accordance with Florida Statute Section 125.01055(7) and Section 166.04151(7).

(b) *Implementation.* With respect to multifamily and mixed-use residential affordable housing as further described herein, the following eligibility criteria, procedures, and standards shall apply:

(1) The development rights afforded by this statutory provision, including the right to city administrative approval and the imposition of restrictions on the application of city density, floor area ratio, and height limitations, apply only to properties zoned for commercial or industrial. No other properties are eligible. Among those properties excluded from eligibility are properties ~~subject to any Planned Developments (PD) including~~ zoned as Planned Residential Development (PRD)~~, Planned Business Development (PBD), Planned Industrial Development (PID), and Planned Mixed-Use Development (PMUD),~~ unless the planned development agreement for the property

specifically provides for such applicability; and properties zoned for or used primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as a stand-alone facility. Properties subject to the airport exception found in Florida Statute Section 333.03(5) are also not eligible.

(2) An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA) documenting the project's affordability (and where applicable in the city's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, and recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the city as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the city and shall be a prerequisite to issuance of any building permits.

(3) Except for density, floor area ratio, and height, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE), and compensating storage. Any project in conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

(4) For a proposed, eligible project using the Live Local Act or any successor legislation's development rights, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the city which will include a reference to the Live Local Act and affordable housing. The developer shall be responsible for the cost of the poster, reimbursable to the city.

(5) Parking. If a property is located within one-quarter mile of a transit stop, the parking requirements shall be reduced by twenty percent (20%).

SECTION 4, CONCLUSION: Section 1-15(e) of the Land Development Code requires that specific criteria 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 amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update to provide affordable housing. The Zev Cohen analysis summarizes the 2025 update and needed amendments.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations. The Housing Element includes multiple policies to support affordable housing.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species, or species of special concern, wellfields, and individual wells.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. The Live Local Act does not exempt future developments from the city's environmental standards.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. The Site Plan Review Committee would review any Live Local Act projects.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow, and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner, which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. Traffic impacts and access would be reviewed when a project is submitted.

7. The proposed development is functional in the use of space and aesthetically acceptable.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. This criterion is not applicable.

8. The proposed development provides for the safety of occupants and visitors.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. This criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

No development is proposed as part of the proposed amendment. The proposed Land Development Code amendment is based on the state-mandated Live Local Act update regarding affordable housing. This criterion is not applicable.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** an amendment to the Land Development Code to Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing to update the section based on changes to the Live Local Act based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions, as follows:

Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing

Sec. 2-39. Affordable housing.

(a) *Purpose and intent.* The purpose of this section is to address and implement the requirements of the Live Local Act in accordance with Florida Statute Section 125.01055(7) and Section 166.04151(7).

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or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as a stand-alone facility. Properties subject to the airport exception found in Florida Statute Section 333.03(5) are also not eligible.

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(5) Parking. If a property is located within one-quarter mile of a transit stop, the parking requirements shall be reduced by twenty percent (20%).

Attachments:

Attachment 1: Live Local Act 2025 Update, prepared by Zev Cohen & Associates
Attachment 2: Senate Bill 1730

ATTACHMENT 1

Live Local Act 2025 Update, prepared by Zev Cohen & Associates

ZEVCOHEN & ASSOCIATES INC
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LIVE LOCAL ACT ANALYSIS

ZC# 23332

Prepared for:

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

Prepared by:

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City of Ormond Beach

Volusia County, FL

AUGUST 2025

TABLE OF CONTENTS

I. SCOPE OF ANALYSIS (pg. 3)

II. EXECUTIVE SUMMARY (pg. 4)

III. 2023 LIVE LOCAL ACT SUMMARY; SB 102 (pg. 6)

IV. 2024 LIVE LOCAL ACT SUMMARY; SB 328 & SB 7074 (pg. 7)

V. 2025 LIVE LOCAL ACT SUMMARY; SB 1730 (pg.10)

VI. IMPACTS TO ORMOND BEACH (pg.14)

VII. RECOMMENDATIONS (pg.21)

APPENDIX (pg.23)

- Developed Commercial, Industrial, Mixed-Use Map
- Vacant Commercial, Industrial, Mixed-Use Map
- Airport Overlay District Map
- PMUD Map
- Houses of Worship Map
- City of Daytona Beach Ordinance Example
- Orange County Resolution Example
- City of Winter Park Ordinance Example
- City of Tampa Application Example

I. SCOPE OF ANALYSIS

The accuracy of this analysis is subject to available information known, discovered, or presented at the time of research.

A. ***OUR RESPONSIBILITY:***

1. Review the key provisions and regulations of the Live Local Act.
2. Develop a summary of the Live Local Act highlighting critical provisions of the law that preempt or modify local land use decision-making.
3. Review land use & zoning maps provided by City staff identifying vacant and developed commercial, industrial, and mixed-use properties.
4. Review acreage provided by the City staff of available vacant and developed land designated for commercial, industrial, and mixed-use purposes.
5. Evaluate the distribution of commercial, industrial, and mixed uses properties.
6. Identify the potential density impacts of development and redevelopment under the Live Local Act.
7. Identify potential impacts on the surrounding area for those properties potentially impacted by Live Local Act developments.
8. Consider if other development standards (not exempted in The Live Local Act) should be amended/modified to mitigate any substantial impacts identified in Task 7.
9. Prepare a brief report summarizing the findings of the review.

II. EXECUTIVE SUMMARY

The Live Local Act, initially passed during the 2023 legislative session, restricts the City of Ormond Beach's authority to control the location of residential housing within the City. Prior to the adoption of the Live Local Act, the City had complete discretion to direct new housing to areas planned for residential growth with compatible land uses and in accordance with long-held planning principles. The following is a list of the most impactful provisions of the law to the City of Ormond Beach:

1. A City must authorize Live Local Act developments of multi-family and mixed-use residential in any area zoned for commercial, industrial, or mixed uses.
2. Administrative (i.e. City staff) approval for Live Local Act development projects is required. These requests do not go before the City Commission or the City's Planning Board for consideration.
3. The highest density allowed in the City, 32-units per acre, is the density permitted for Live Local Act developments.
    a. The gross number of dwelling units possible across the City using the Live Local Act is 83,488 dwelling units for 2,609 acres of developed and vacant qualifying lands. If 5% of this land were developed using the Live Local Act, 4,160 dwellings units are possible on 130 acres.
    b. At an average of 2.25 people per household, this could increase the City's population by 187,848 residents (100%) or 9,360 residents (5%).
4. A City may not restrict the floor area ratio (FAR) of a development below 150% of the highest currently allowed FAR on any developable land. Ormond Beach's highest currently allowed FAR is 1.5, and at 150%, the allowable FAR for Live Local Act developments is 2.25.
5. A City may not restrict the height below the highest allowed for either commercial or residential development within the jurisdiction, within one mile of the proposed development, or three stories, whichever is higher. The maximum height allowed in Ormond Beach is 75 feet.
6. A City may restrict the height of a development if it is adjacent to, on two or more sides, a parcel zoned for single-family residential use, within a single-family residential development with at least 25 contiguous single-family homes to the following options, whichever is highest:
    a. 150% of the tallest building on any adjacent property; or,
    b. the highest currently allowed height of the property; or,
    c. three stories.

7. The Live Local Act states developers can qualify for a 75% property tax exemption if they rent 40% of units to people whose annual household income "is greater than 80% but not more than 120% of the median annual adjusted gross income for households within the metropolitan statistical area."
   a. To qualify for a 100% tax exemption, the units would need to be rented to people whose median income doesn't exceed the 80% median annual adjusted gross income.
   b. The median income for the Deltona-Daytona Beach-Ormond Beach metropolitan area is $82,800, according to the Florida Housing Finance Corporation as of April 1, 2024.
   c. The 80% to 120% income range for a one-person household is $46,400 to $69,600. Based on rent limits as outlined by the U.S. Department of Housing and Urban Development, a one-bedroom apartment could be rented for between $1,243 and $1,864 to qualify as an eligible affordable housing unit for a Live Local development.
   d. According to Rent.com as of May 5, 2024, the average rent in Ormond Beach for a one-bedroom apartment is $1,200.
   e. Based upon average rent rates in Ormond Beach, the City would lose at least 75% and up to 100% of expected property tax revenue from Live Local Act developments meant to provide affordable housing to an area in which the rent average falls within the affordable housing range.

HUD release: 4/2/2024
Effective: 4/1/2024
Implement on/before: 5/16/2024

2024 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs and CWHIP Homeownership Program
NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Volusia County	**20%**	**11,600**	**13,260**	**14,920**	**16,560**	**17,900**	**19,220**	**20,540**	**21,860**	**23,184**	**24,509**	**290**	**310**	**373**	**430**	**480**	**530**
(Deltona-Daytona Beach-	25%	14,500	16,575	18,650	20,700	22,375	24,025	25,675	27,325	28,980	30,636	362	388	466	538	600	662
Ormond Beach HMFA)	**28%**	**16,240**	**18,564**	**20,888**	**23,184**	**25,060**	**26,908**	**28,756**	**30,604**	**32,458**	**34,312**	**406**	**435**	**522**	**603**	**672**	**742**
	30%	17,400	19,890	22,380	24,840	26,850	28,830	30,810	32,790	34,776	36,763	435	466	559	646	720	795
	33%	**19,140**	**21,879**	**24,618**	**27,324**	**29,535**	**31,713**	**33,891**	**36,069**	**38,254**	**40,440**	**478**	**512**	**615**	**710**	**792**	**874**
	35%	20,300	23,205	26,110	28,980	31,325	33,635	35,945	38,255	40,572	42,890	507	543	652	753	840	927
	40%	**23,200**	**26,520**	**29,840**	**33,120**	**35,800**	**38,440**	**41,080**	**43,720**	**46,368**	**49,018**	**580**	**621**	**746**	**861**	**961**	**1,060**
	45%	26,100	29,835	33,570	37,260	40,275	43,245	46,215	49,185	52,164	55,145	652	699	839	969	1,081	1,192
	50%	**29,000**	**33,150**	**37,300**	**41,400**	**44,750**	**48,050**	**51,350**	**54,650**	**57,960**	**61,272**	**725**	**776**	**932**	**1,076**	**1,201**	**1,325**
	60%	34,800	39,780	44,760	49,680	53,700	57,660	61,620	65,580	69,552	73,526	870	932	1,119	1,292	1,441	1,590
	70%	**40,600**	**46,410**	**52,220**	**57,960**	**62,650**	**67,270**	**71,890**	**76,510**	**81,144**	**85,781**	**1,015**	**1,087**	**1,305**	**1,507**	**1,681**	**1,855**
Median: 82,800	80%	46,400	53,040	59,680	66,240	71,600	76,880	82,160	87,440	92,736	98,035	1,160	1,243	1,492	1,723	1,922	2,120
	120%	**69,600**	**79,560**	**89,520**	**99,360**	**107,400**	**115,320**	**123,240**	**131,160**	**139,104**	**147,053**	**1,740**	**1,864**	**2,238**	**2,584**	**2,883**	**3,180**
	140%	81,200	92,820	104,440	115,920	125,300	134,540	143,780	153,020	162,288	171,562	2,030	2,175	2,611	3,015	3,363	3,710

8. The airport exception, which includes airport noise zones, runway extension areas, and airport overlay districts, has an impact on preventing the use of Live Local Act provisions around these areas in the City (see appendix for maps depicting these areas.

9. The parking exceptions created by the 2024 addition to the Live Local Act do not apply to Ormond Beach. The City has its own parking reductions built into their code in designated areas the City deemed appropriate.

III. 2023 LIVE LOCAL ACT SUMMARY; SB 102

A. ***DISCRETIONARY PROVISIONS (SECTION 166.04151(6), F.S.):***

The Live Local Act allows local governments to approve the development of housing on any parcel zoned for commercial and industrial use. To qualify the development must have at least 10 percent of the units must be affordable to households with incomes up to 120% of the area median income. Affordable means monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of the household median adjusted gross annual income.

B. ***MANDATORY PROVISIONS:***

The Live Local Act (LLA) preempts local governments from regulating the use, density, or height of a proposed affordable housing multifamily or mixed-use residential project on a property that is zoned for commercial, industrial, or mixed use. To qualify the development must have at least 40% of its units reserved as affordable for households with incomes up to 120% of the area median income for at least 30 years. If the proposed development is mixed use, 65% of its gross floor area must be residential.

More specifically the provisions of Section 166.0415(1) require the following:

1. A City must authorize multi-family and mixed-use residential in any area zoned for commercial, industrial, or mixed uses.
2. A City may not require zoning or land use changes, special exceptions or conditional use approvals, variances, or comprehensive plan amendments for height, zoning, or density.
3. A City may not limit the density of a development below the highest density allowed in the jurisdiction where residential density is allowed.
4. A City may not restrict the height below the highest allowed for either commercial or residential development within the jurisdiction, within one mile of the proposed development, or three stories, whichever is higher.
5. A City must administratively approve – without public hearings or meetings – if the regulations applicable to multifamily development are met (including, but not limited to, setbacks and parking) and consistency with the comprehensive plan, except for density, height, and land use.
6. The Live Local Act requires local governments to consider reduced parking for developments meeting the 40% Requirement, if the proposed

development is within a ½ mile of a major transit stop that is accessible from the proposed development.

IV. 2024 LIVE LOCAL ACT SUMMARY; SB 328 & SB 7074 (Pending Governor Signature)

A. ***DISCRETIONARY PROVISIONS (SECTION 166.04151(7)&(8)F.S.):***

1. A City must "consider" reducing parking for developments within ¼ mile of a transit stop, as defined in the City's land development code, and the transit stop is accessible from the development.
2. A City may still grant a bonus, variance, conditional use, or other special exception to height, density, or floor area ratio above what is required by the Live Local Act.

B. ***DISCRETIONARY PROVISIONS (SECTION 196.1978(3)(o)F.S.):***

1. Beginning with the 2025 tax roll, a tax authority may elect upon adoption of an ordinance or resolution approved by a two-thirds vote of the governing body, not to exempt property located in a county specified pursuant to the latest Shimberg Center for Housing Studies Annual Report for a county that is part of the jurisdiction of the taxing authority, that the number of affordable and available units in the county is greater than the number of renter households in the county for natural persons or families who meet the specified income limitations. This ordinance or resolution is only good for one year and must be readdressed by ordinance or resolution annually.
2. Volusia County and the municipalities located within are not currently eligible to use this exemption according to the latest Shimberg Center for Housing Studies Annual Report.

C. ***MANDATORY PROVISIONS:***

1. A City may not restrict the floor area ratio (FAR) of a development below 150% of the highest currently allowed FAR on any developable land.
2. A City may not limit the density of a development below the highest currently allowed density allowed in the jurisdiction where residential density is allowed.
   a. The term "highest current allowed" for FAR, Density, and height does not include any developments having received any bonus, variance, or special exception as an incentive for development.
3. A City may restrict the height of a development if it is adjacent to, on two or more sides, a parcel zoned for single-family residential use, within a single-

family residential development with at least 25 contiguous single-family homes to the following options, whichever is highest:
   a. 150% of the tallest building on any adjacent property; or,
   b. the highest currently allowed height of the property; or,
   c. three stories.
4. A City must administratively approve – without public hearings or meetings – if the regulations applicable to multifamily development are met (including, but not limited to, setbacks and parking) and is "otherwise consistent with the comprehensive plan," except for density, FAR, height, and land use.
5. A City must reduce parking requirements by at least 20% if the development:
   a. Is located within ½ mile of a major transportation hub (i.e. transit station served by public transit with a mix of other transportation options) accessible from the development.
   b. Has available parking (on-street parking and parking lots/garages available for use by residents) within 600 ft of the development.
      i. However, a City may not require available parking to compensate for the reduced parking requirement.
6. A City is required to eliminate parking requirements for a mixed-use residential development if the development is located in an area identified as a transit-oriented development/area by the City.
   a. A development located in a transit-oriented development/area must be developed as a mixed-use development.
7. These special, Live Local Act development regulations do not apply to airport-impacted areas as provided in F.S. 333.03 and recreation and commercial working waterfronts in F.S. 342.201(2)(b) in any area industrial zoned. More specifically, these do not apply to:
   a. A development near a runway within ¼ mile laterally from the runway edge and within an area the width of ¼ mile extending at right angles from the end of the runway for 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan.
   b. A development within any airport noise zone identified in the federal land use compatibility table or in a land-use zoning or airport noise regulation adopted by the local government.
   c. A development exceeding maximum height restrictions identified in the political subdivision's airport zoning regulation adopted pursuant to this section.
   d. Recreational and commercial working waterfront parcels industrially zoned. "Recreational and commercial working waterfront" means a parcel or parcels of real property that provide access for water-

dependent commercial activities or provide access for the public to the navigable waters of the state.

8. Any development authorized under the Live Local Act must be treated as a conforming use into the future even after the Act expires in 2033. If at any point the development violates the affordability period of 30 years, the development must be allowed a reasonable time to rectify, and if not resolved the development must be treated as a nonconforming use.

V. 2025 LIVE LOCAL ACT SUMMARY; SB 1730

A. UPDATED DEFINITIONS

1. Introduced new definitions for key terms – e.g. "commercial use", "industrial use" & "mixed use".
2. Properties zoned for wholesale sales, equipment rentals and other for-profit business activities are to be considered commercial uses.
3. Clarified that the definition of planned unit developments (PUDs) as used in the LLA is the same definition used in Chapter 163 Part II Growth Policy; County and Municipal Planning; Land development regulation.

B. APPLICABILITY AND SCOPE

1. Expanded the applicability to planned unit developments (PUDs) permitted for commercial, industrial or mixed use.
2. Local governments are prohibited from requiring more than 10 percent of the total square footage of a mixed-use Live Local project to be used for nonresidential purposes.
3. Density, height and floor area ratio allowances cannot be lower than the highest allowed entitlements as of July 1, 2023.
4. These are the updated terms:

   a. "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.

   b. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food

service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

c. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

d. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

C. ***RELIGIOUS INSTITUTIONS PROVISION***

1. The 2025 Live Local Act now allows local governments to permit affordable housing on properties with houses of worship, regardless of zoning. Local

governments can choose to participate. If the local government chooses, developers can now move forward without rezoning the property.

2. Religious Institution as defined in s. 170.201(2), means "any church, synagogue, or other established physical place for worship at which nonprofit religious services and activities are regularly conducted and carried on…"
3. There are 36 houses of worship within the City, occupying a cumulative area of 226.37acres. If these parcels were developed at the maximum allowable density of 32-units per acre, the total yield would be 7,244 units. However, given the area of the parcels already developed with a house of worship and associated structures, it's highly unlikely that this maximum yield would be attainable.
4. At an average of 2.25 people per household, this could potential increase the City's population by 16,299 residents.
5. If only 5% of the potential population increase is realized, the population increase would be 815 new residents.

D. ADMINISTRATIVE APPROVAL PROCESSES

1. Clarifies that qualifying developments must receive administrative approval without further action from quasi-judicial or administrative boards or reviewing bodies if the project complies with local LDC for multifamily development & Comp Plan (except for density)
2. Local governments may not require an amendment to a Development of Regional Impact (DRI) for LLA projects.

E. HISTORIC PROPERTIES: DEMOLITIONS AND HEIGHT LIMITS

1. Local governments must approve demolitions for qualifying developments that meet all regulations without further board or commission review. However, if the site has a historic building listed in the National Register of Historic Places (before Jan. 1, 2000) or is within a listed historic district, the government may require compliance with local architectural design rules (e.g., façade replication) as long as these do not change the project's height, floor area ratio, or density.
2. Parcels that contains a contributing structure or building within a historic district listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, may be restricted to the highest building height currently allowed, or allowed on July 1, 2023, within a reduced radius of ¾ mile.

F. SINGLE-FAMILY RESIDENTIAL: PROTECTION INCREASE - HEIGHT

1. LLA projects, adjacent on two or more sides to single-family residential with at least 25 contiguous homes, are now restricted to a maximum 10 stories, irrespective of taller adjacent heights or zoned heights within 1-mile. Adjacent now excludes properties separated by a body of water and public roads.
2. For proposals adjacent to, on two or more sides, a parcel zoned for single-family residential use within a single-family neighborhood with at least 25 contiguous single-family homes, local governments may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed (or allowed on July 1, 2023) or three stories, whichever is higher, but not more than 10 stories.

G. ENVIRONMENTAL PROTECTIONS: PROTECTION INCREASE

1. In addition to prohibition against LLA projects in airport-impact areas (Fla. Stat. 333.03) and recreational or commercial working waterfront (Fla. Stat. 342.201(2)(b) in any area zoned industrial, LLA shall also now be prohibited in the Wekiva Study Area and the Everglades Protection Area.

H. PARKING REQUIREMENTS

1. Requires local governments to reduce parking requirements by 15 percent for developments within a quarter-mile of a transit stop, half-mile of a major transportation hub or with available parking within 600 feet.

I. CIVIL ACTIONS AND MORATORIA

1. Expedites civil actions filed against local governments for violating the Live Local Act and caps attorney fees and costs at $250,000. The amendments allow a county to enforce a building moratorium against developments that qualify under the Live Local Act for no more than 90 days in any three-year period after the county has prepared an assessment of affordable housing in the business impact estimate for the ordinance imposing such a moratorium.

J. ANNUAL REPORTING FOR LOCAL GOVERNMENTS

1. Requires local governments to provide annual reports on litigation, proposed or approved projects, and other relevant data to the state land planning agency.

VI. IMPACTS TO ORMOND BEACH

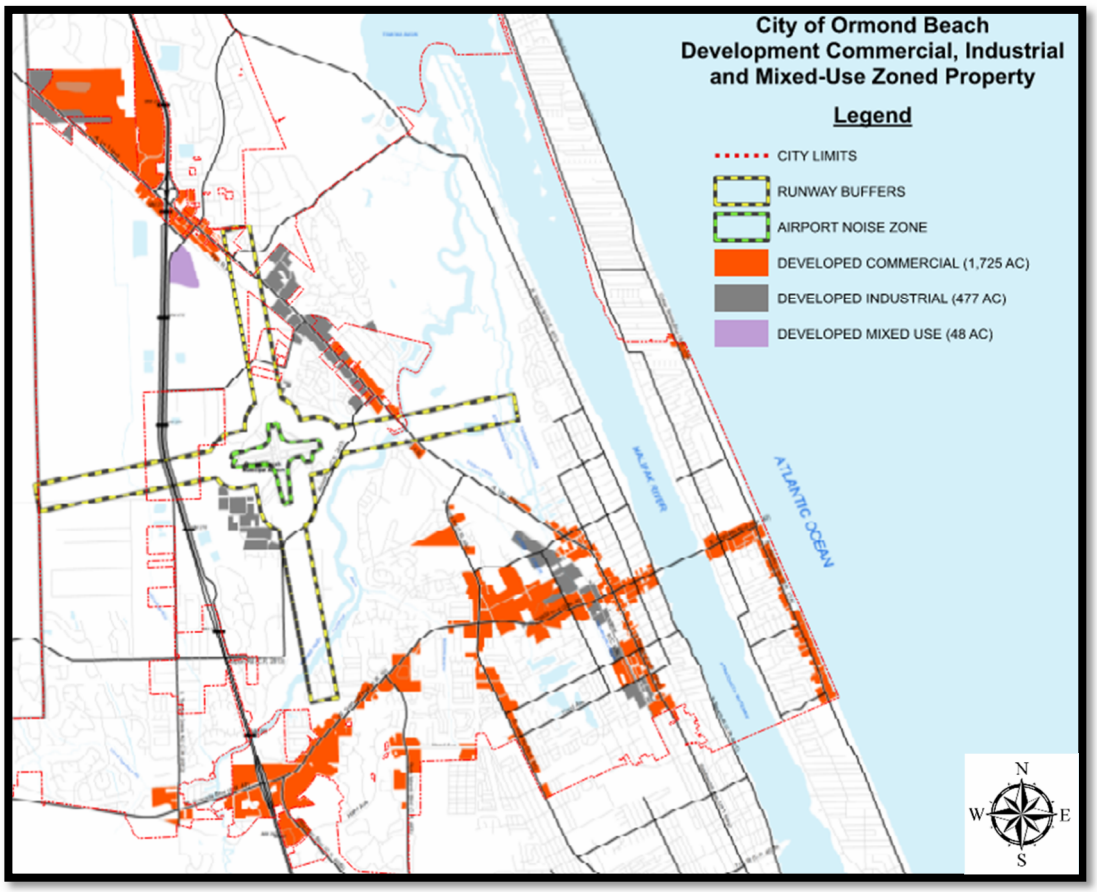
A. ***DEVELOPED LANDS***

1. COMMERCIAL: 2,267 Acres
   a. Planned Business Developments are included in the updated 2025 amendments to the Live Local Act. The City has 642 acres zoned Planned Business Development, which consist of both vacant and developed parcels.
   b. If built out to the maximum density of 32-units per gross acre, 72,544 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 163,224 residents.
   c. If only 5% of the possible acreage was used (86 acres) for Live Local Act development, 3,627 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 8,161 residents.

2. INDUSTRIAL: 477 Acres
   a. If built out to the maximum density of 32-units per gross acre, 15,264 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 34,344 residents.
   b. If only 5% of the possible acreage was used (23 acres) for Live Local Act development, 736 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 1,656 residents.

3. TOTAL DWELLING UNIT AND POPULATION INCREASES:
   a. The gross number of dwelling units possible for developed lands is 87,808 dwelling units. If 5% of this land were developed (137 acres) using the Live Local Act, 4,384 dwellings units are possible.
   b. At an average of 2.25 people per household, this could increase the City's population by 197,568 residents (100%) or 9,864 residents (5%).

- Notes:
  - These numbers do not include City owned parcels.
  - 2.25 average people per household is sourced from July 31, 2023, U.S. Census data for Ormond Beach.
  - Calculations rounded down to the nearest whole number.



B. ***VACANT LANDS***

1. COMMERCIAL: 268 Acres.
   a. If built out to the maximum density of 32-units per gross acre, 8,576 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 19,296 residents.
   b. If only 5% of the possible acreage was used (13 acres) for Live Local Act development, 416 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 936 residents.

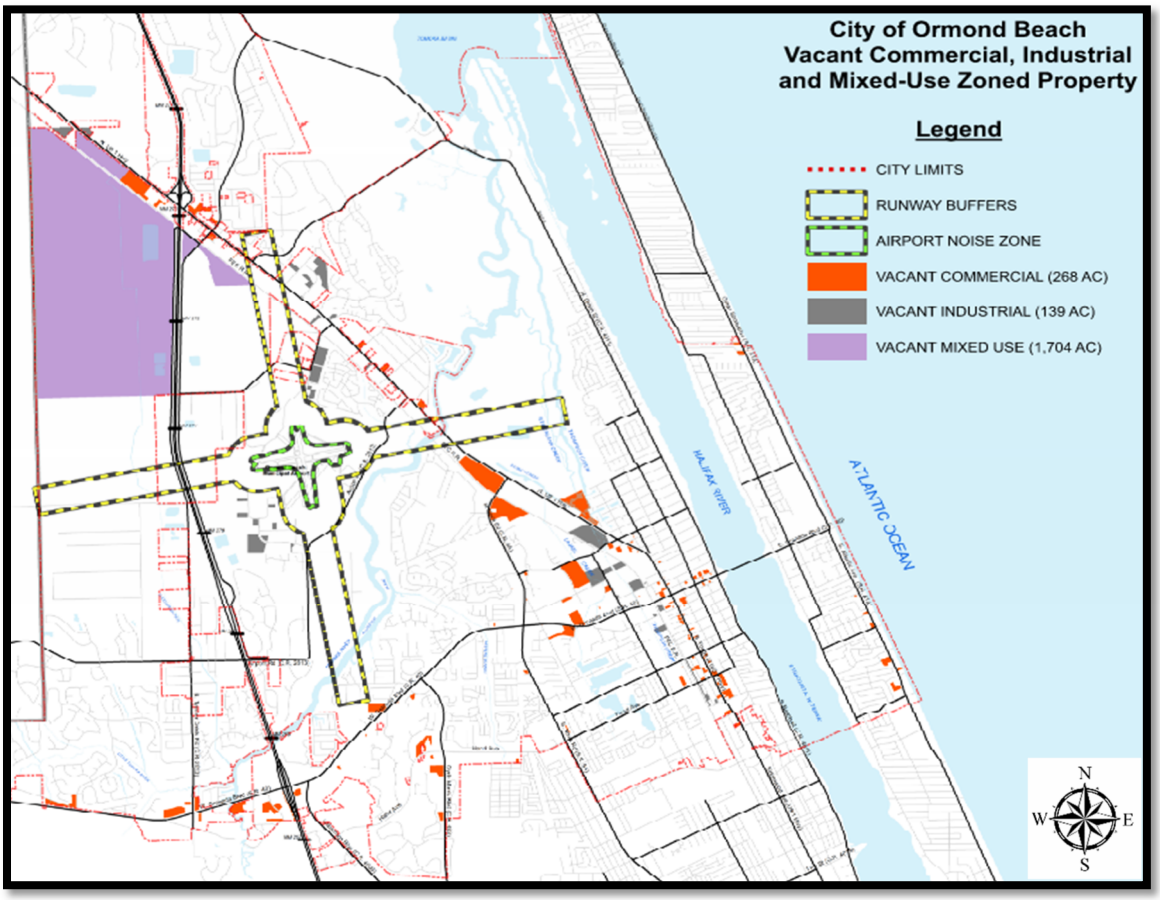
2. INDUSTRIAL: 139 Acres
   a. If built out to the maximum density of 32-units per gross acre, 4,448 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 10,008 residents.
   b. If only 5% of the possible acreage was used (6 acres) for Live Local Act development, 192 dwelling units could be permitted. At an average of 2.25 people per household, this could increase the City's population by 432 residents.

3. MIXED-USE (Planned Mixed Use Development Zoning only): 2,919 Acres
    a. Mixed-use zoning is permitted via planned development zoning only and will now qualify for Live Local Act developments. If built out to the maximum density of 32-units per gross acre, the maximum yield would be a cumulative total of 93,408 units.
        b. At an average of 2.25 people per household, this could increase the City's population by 210,168 residents (100%) or 10,508 residents (5%).

4. TOTAL DWELLING UNIT AND POPULATION INCREASES:
    a. The gross number of dwelling units possible for vacant lands (3,326 acres) is 106,432 dwelling units. If 5% of this land were developed (166 acres) using the Live Local Act, 5,312 dwellings units are possible.
    b. At an average of 2.25 people per household, this could increase the City's population by 239,472 residents (100%) or 11,952 residents (5%).

- Notes:
    - These numbers do not include City owned parcels.

- 2.25 average people per household is sourced from July 31, 2023, U.S. Census data for Ormond Beach.
- Calculations rounded down to the nearest whole number.



C. COMBINED DEVELOPED AND VACANT LAND IMPACTS

1. The gross number of dwelling units possible across the City using the Live Local Act is 194,240 dwelling units for 6,070 acres of developed and vacant qualifying lands. If 5% of this land were developed using the Live Local Act, 9,728 dwellings units are possible on 304 acres.
2. At an average of 2.25 people per household, this could increase the City's population by 436,040 residents (100%) or 21,888 residents (5%).

D. PARKING

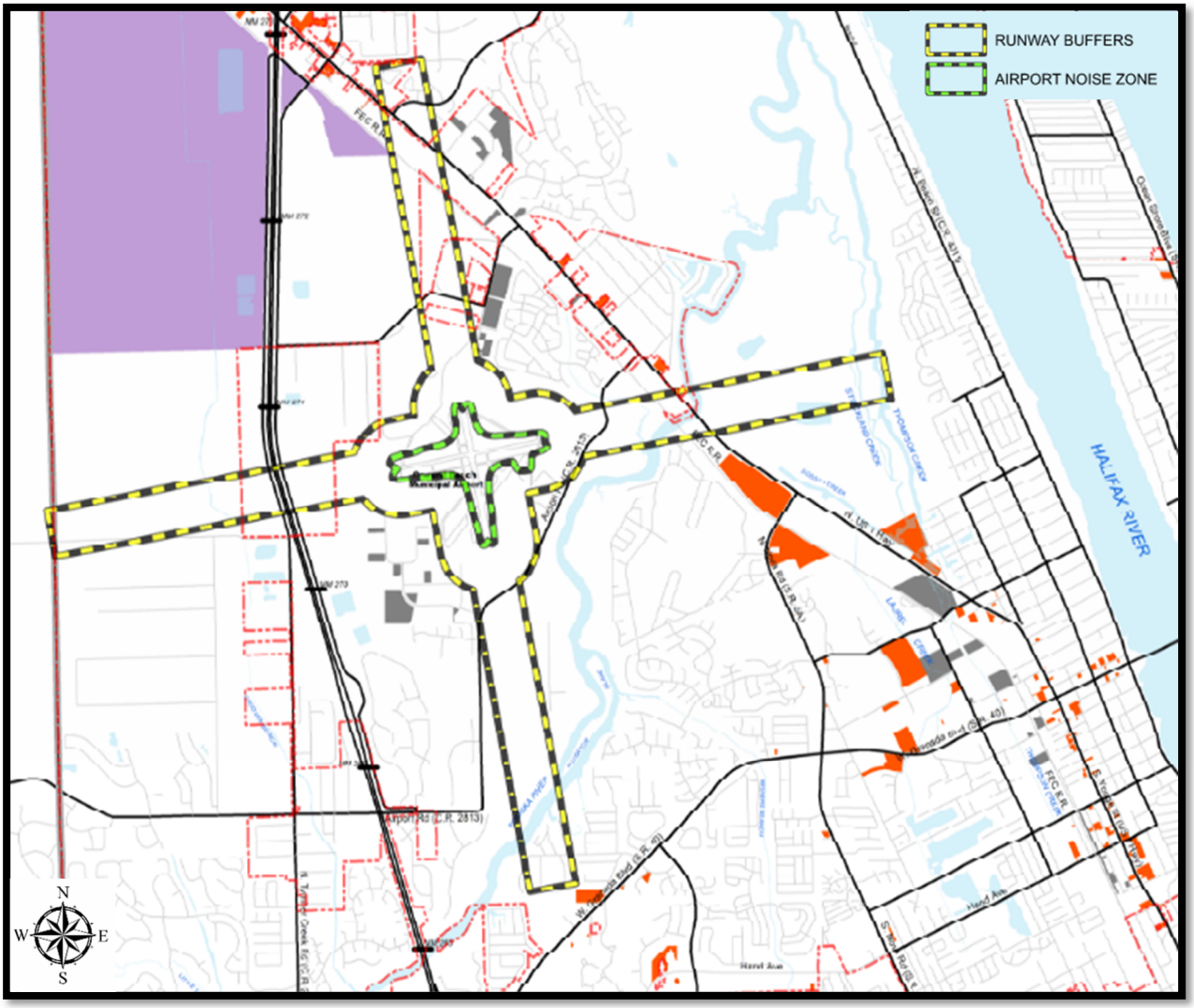
1. 600 FEET AVAILABLE PARKING: The City must reduce parking by 15% (on-street parking and parking lots/garages available for use by residents) within 600 feet of the development. Previously, SB 328 required a 20% reduction if a development had available parking within 600 feet of the development,

including on-street parking or is within one-half mile of a major transportation hub accessible by safe, pedestrian-friendly means.

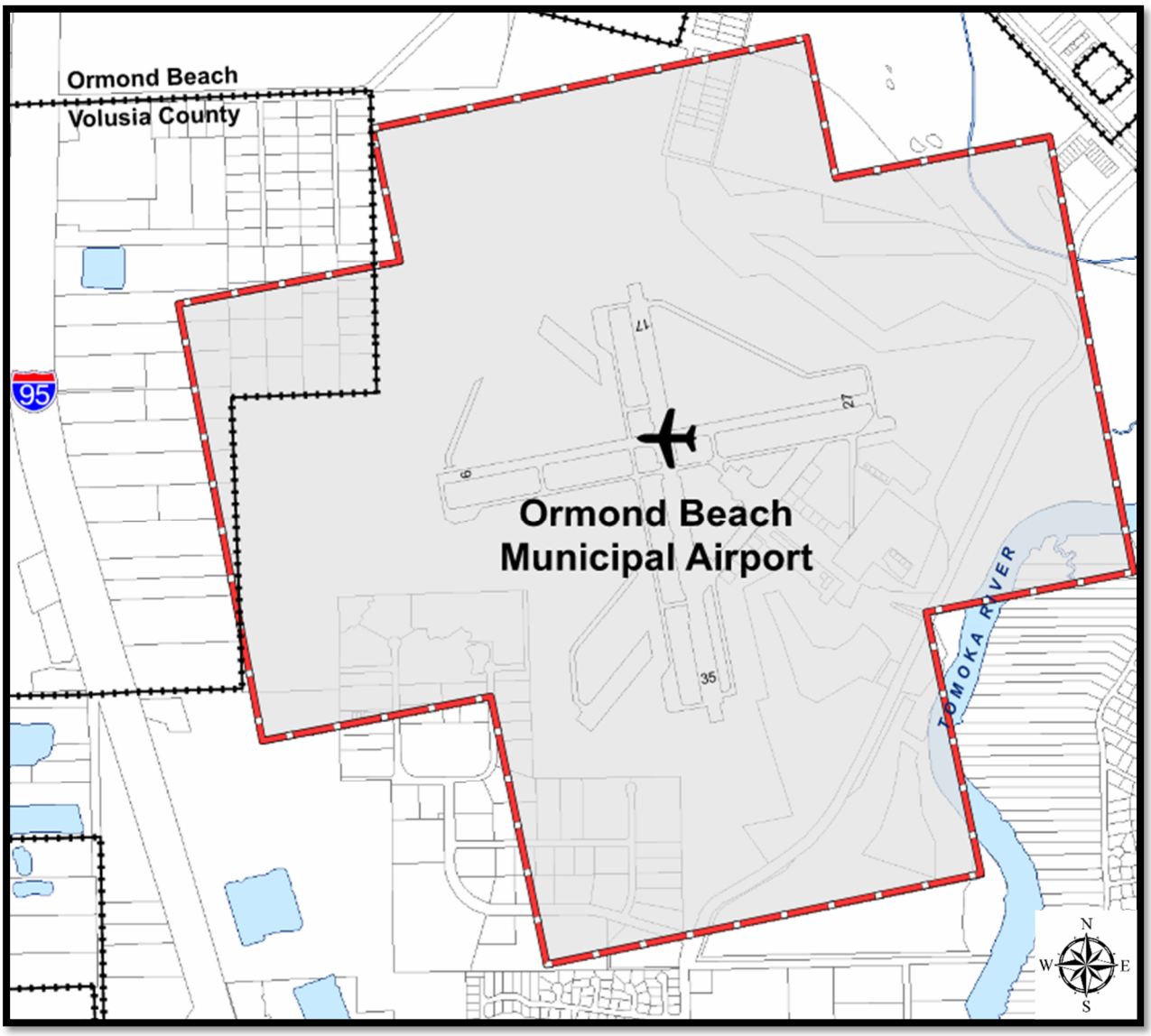
a. After coordination with City staff, no public parking is available for use by residents for residential purposes. As such, the City will not currently be required to abide by this Live Local Act provision.
b. The City's Land Development Code currently has section 3-27(a)(7) stating: "To recognize the availability of transit, on-site parking requirements outside of the Downtown Redevelopment Area shall be reduced by fifteen percent (15%) for all development and redevelopment along a recognized Multi-Modal Corridor. City staff identifies Votran routes as Multi-Modal Corridor.
c. The City's Land Development Code currently has section 3-27(a)(8) stating: Downtown Overlay District parking reductions:
    i. Downtown District. Due to transit availability, and the existence of on-street parking and public parking lots in the Downtown District, the first two thousand (2,000) square feet of floor area for any building within the River District shall be exempt from the minimum parking requirements as calculated in section 3-26.
    ii. Uptown and Beachside Districts: Due to transit availability, the minimum parking requirements as calculated in section 3-26 may be reduced by fifteen percent (15%).

E. ***AIRPORT EXCEPTIONS***

1. 10,000 FEET RUNWAY: Parcels near a runway within ¼ mile laterally from the runway edge and within an area the width of ¼ mile extending at right angles from the end of the runway for 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan (depicted below).



2. AIRPORT OVERLAY DISTRICT: Developments located within the City's Airport Overlay District are not subject to Live Local Act regulations (depicted below).


Ormond Beach
Volusia County
95
Ormond Beach
Municipal Airport
17
27
6
35
TOMOKA RIVER
N
W
E
S

VII. RECOMMENDATIONS

A. ***ORDINANCE REVISION***

1. Add specific provisions of the Live Local Act into the land development code to address the conflict between local and state regulations, as well ensuring developments associated with the Live Local Act are considered conforming uses.
    a. The City of Ormond Beach previously addressed the Live Local Act by incorporating the law directly into their Land Development Code and stating planned developments, planned development-redevelopments, and golf courses are exempt from provisions of the Live Local Act. With the 2025 amendments, the City will need to modify the Land Development Code since planned developments are no longer exempt. However, the City must decide whether to include or exempt properties developed with houses of worship.
    b. The City handled the Live Local Act affordability requirement by requiring a 40-year term Declaration of Covenants and Restrictions/Land Use Restriction Agreement (LURA). Ormond Beach requires a Live Local Act project to post the property using a poster provided by the City including a reference to the Live Local Act and affordable housing.

2. The following are a few examples of other local governments' previous actions to address the Live Local Act within their own jurisdictions:

    a. Orange County passed a resolution to adopt standard operating procedures (SOP) for addressing the Live Local Act to include listing planned developments as not eligible for Live Local Act developments. This SOP also requires a LURA documenting the project's affordability.
    b. The City of Winter Park addressed the Live Local Act by incorporating the law directly into their Land Development Code by clearly defining the law and how it applies to the City of Winter Park. The City imposed their own fines of $5,000 per day against a developer who fails to meet affordability requirements as agreed upon via a required affidavit. The City also imposed architectural requirements associated by the Orange Avenue Overlay District requiring approval from the Orange Avenue Overlay Appearance Review Advisory Board.
    c. The City of Tampa created a Live Local Act development application with an associate application fee of $2,642.00 plus $111 per acre or portion thereof.
3. Examples of these ordinances, a resolution, and an application are included in the Appendix.

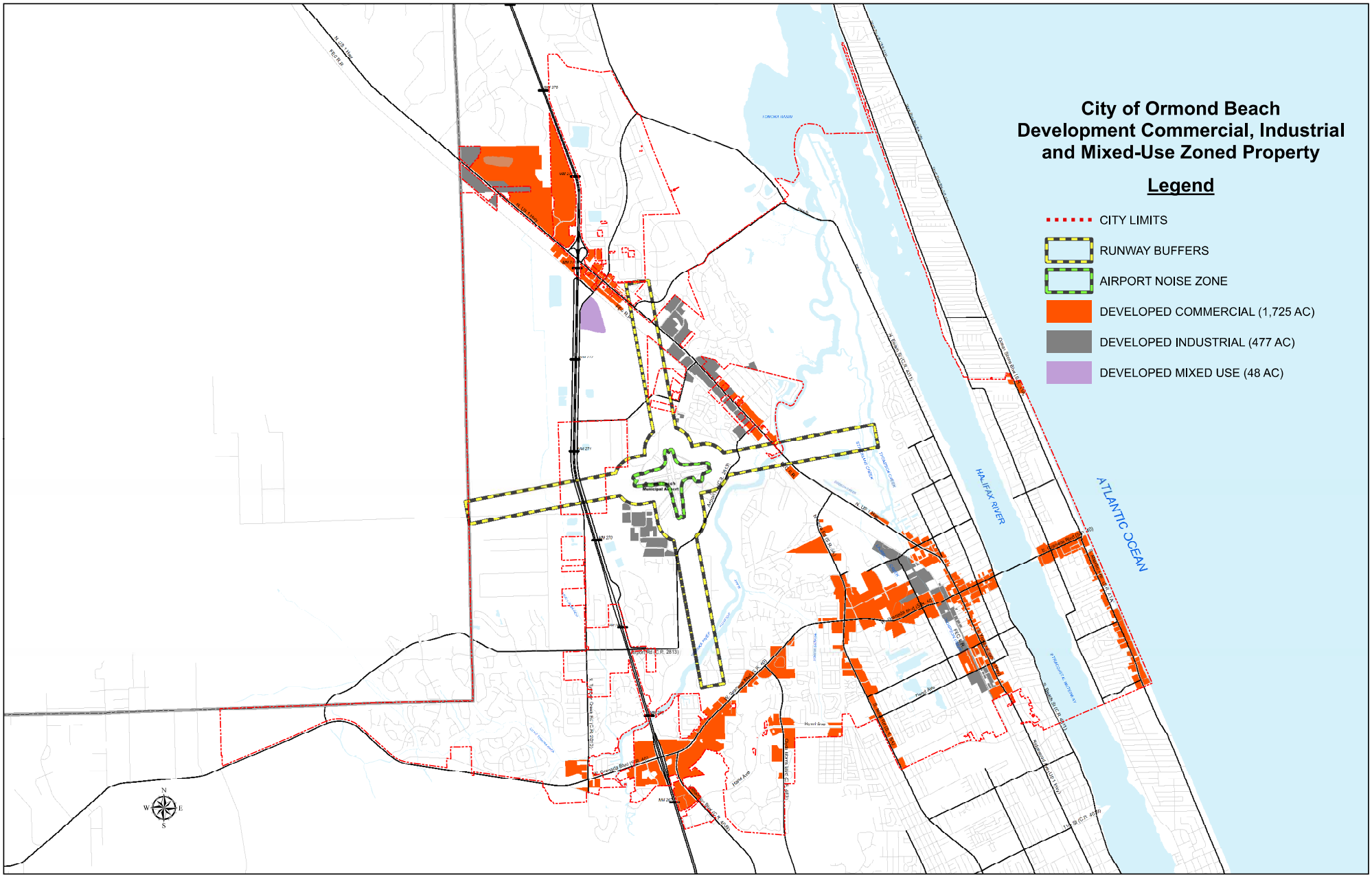
B. ***PUBLISHING***

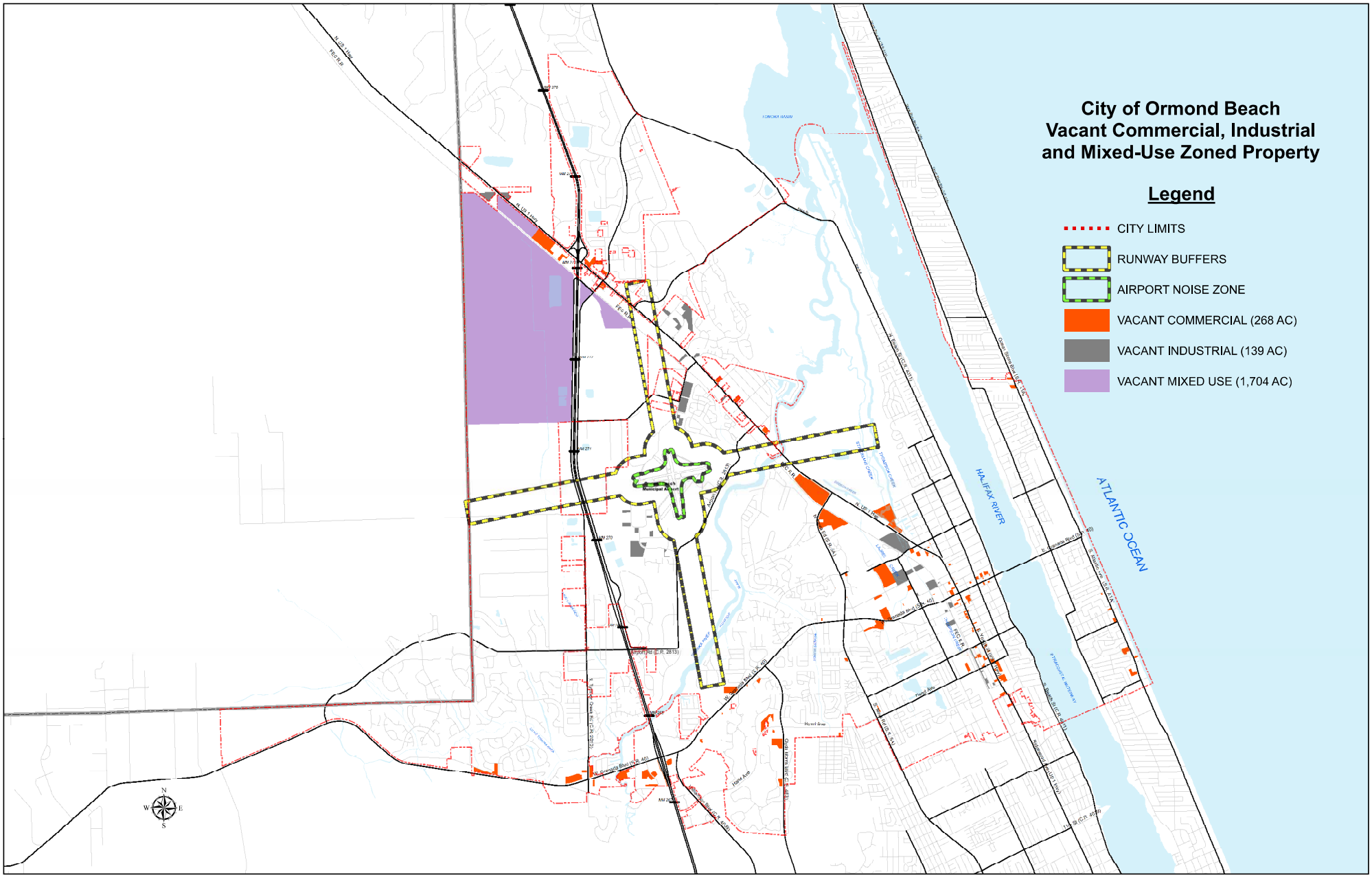
1. The Live Local Act requires the City to update and electronically publish the inventory of publicly owned properties which may be appropriate for affordable housing development.
2. The Live Local Act requires local governments to maintain a publicly written policy outlining procedures for expediting building permits and development orders for affordable housing projects.

C. ***INCENTIVISE MULTI-FAMILY ZONED AREAS***

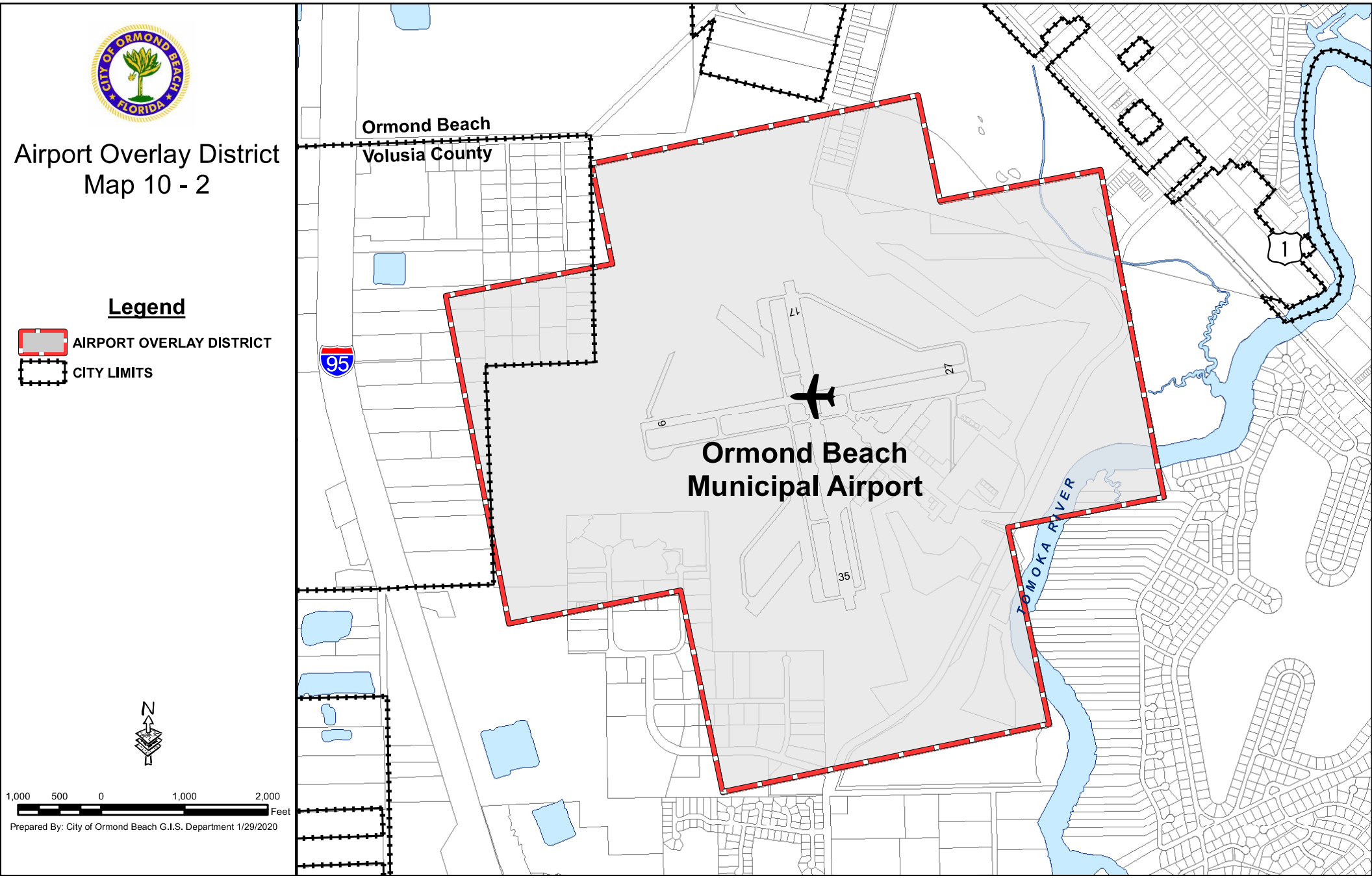
1. Based upon average rent rates in Ormond Beach, the City would lose at least 75% and up to 100% of expected property tax revenue from Live Local Act developments meant to provide affordable housing to an area in which the rent average falls within the affordable housing range.
2. Consider creating additional incentives to encourage affordable housing developments in multi-family areas in accordance with the City's Future Land Use and Zoning Maps. Density bonuses and/or reduced site development standards for affordable housing could encourage these developments to build in traditionally compatible areas and preserve the expected and needed property tax revenue for both Volusia County and the City of Ormond Beach.

APPENDIX


City of Ormond Beach
Development Commercial, Industrial
and Mixed-Use Zoned Property
Legend
CITY LIMITS
RUNWAY BUFFERS
AIRPORT NOISE ZONE
DEVELOPED COMMERCIAL (1,725 AC)
DEVELOPED INDUSTRIAL (477 AC)
DEVELOPED MIXED USE (48 AC)
HALIFAX RIVER
ATLANTIC OCEAN


City of Ormond Beach
Vacant Commercial, Industrial
and Mixed-Use Zoned Property
Legend
CITY LIMITS
RUNWAY BUFFERS
AIRPORT NOISE ZONE
VACANT COMMERCIAL (268 AC)
VACANT INDUSTRIAL (139 AC)
VACANT MIXED USE (1,704 AC)
HALIFAX RIVER
ATLANTIC OCEAN

Airport Overlay District
Map 10 - 2



Legend

AIRPORT OVERLAY DISTRICT

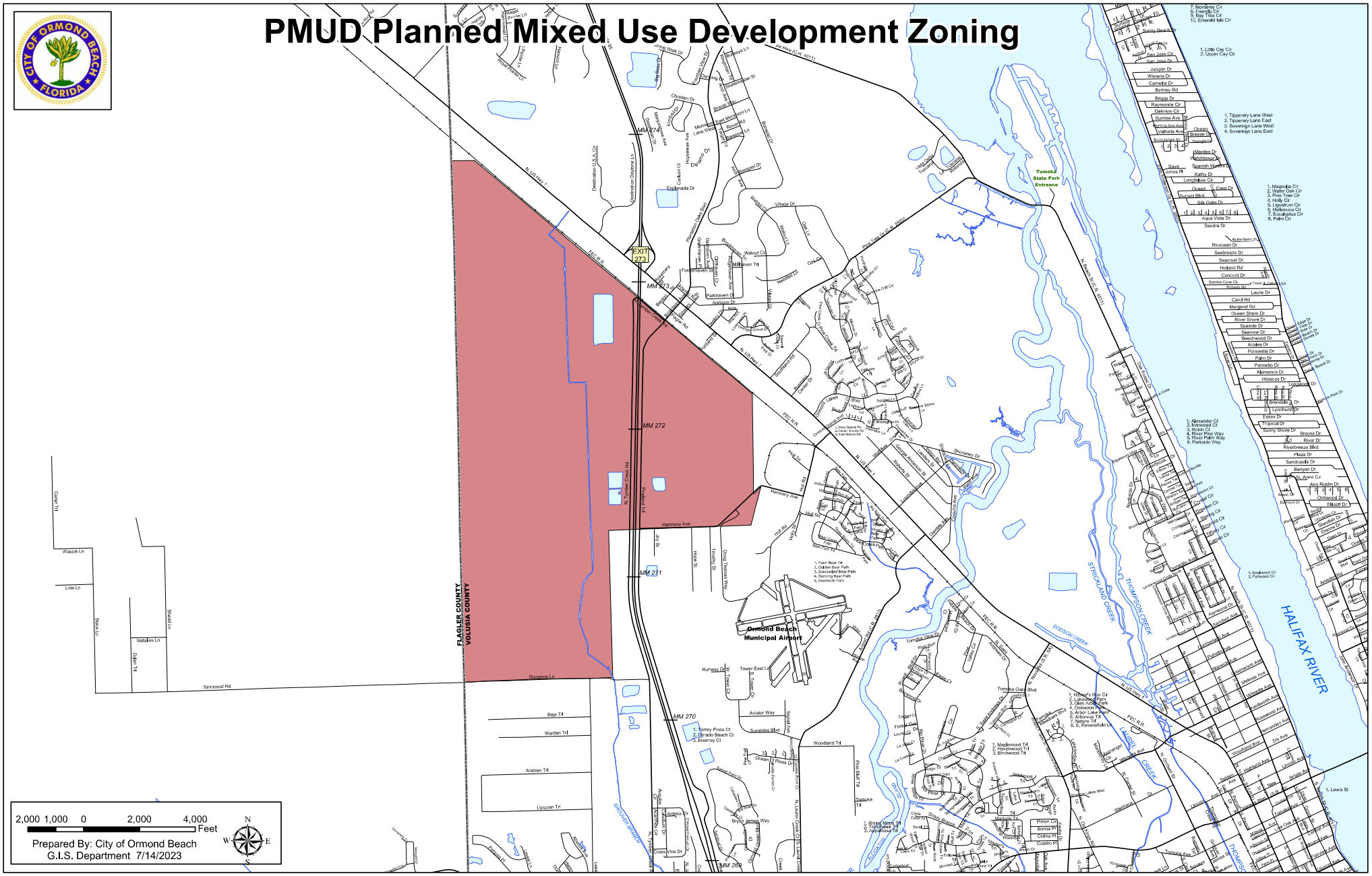
CITY LIMITS

N

1,000 500 0 1,000 2,000 Feet

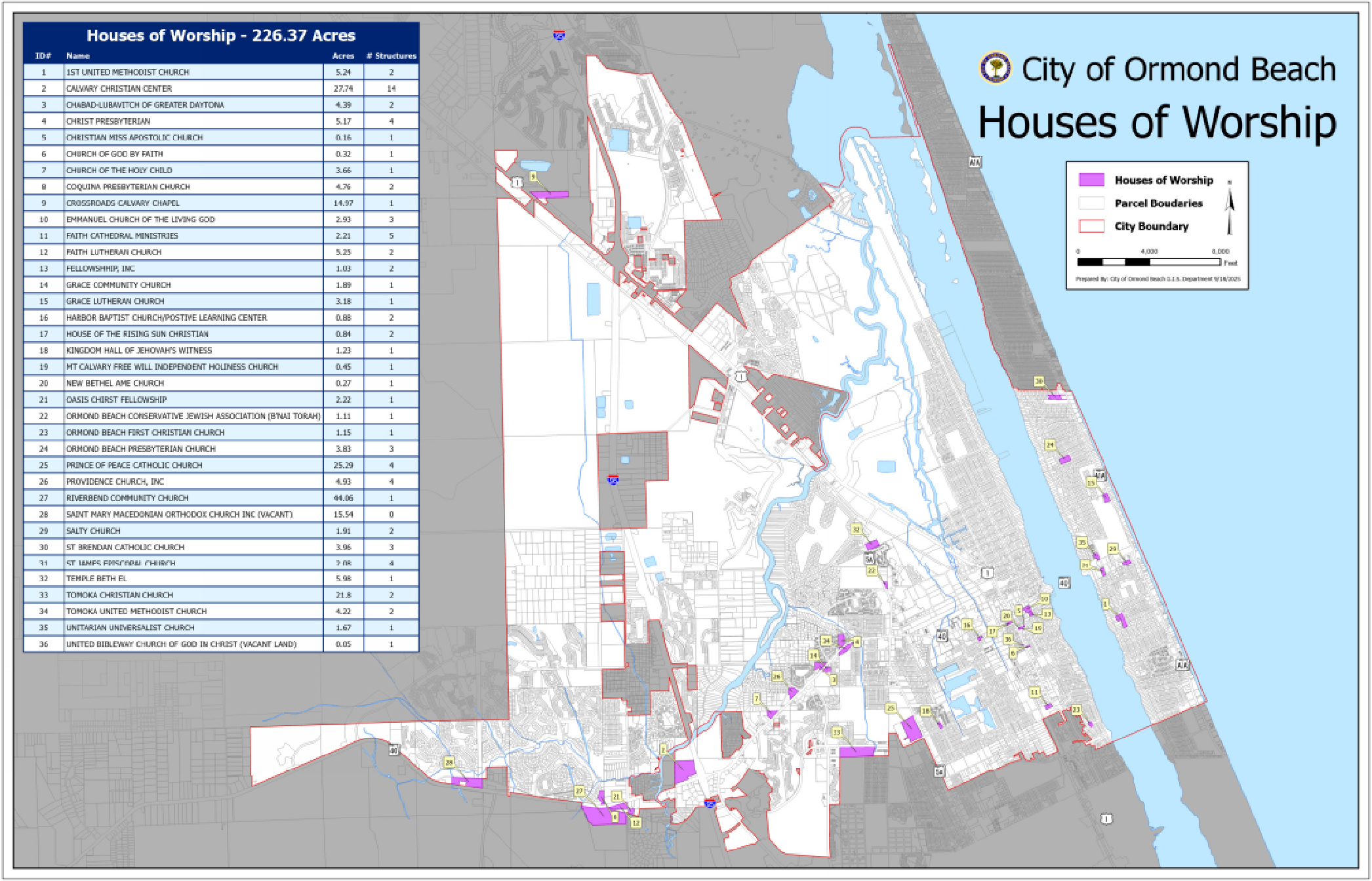
Prepared By: City of Ormond Beach G.I.S. Department 1/29/2020

PMUD Planned Mixed Use Development Zoning



Houses of Worship - 226.37 Acres

ID#	Name	Acres	# Structures
1	1ST UNITED METHODIST CHURCH	5.24	2
2	CALVARY CHRISTIAN CENTER	27.74	14
3	CHABAD-LUBAVITCH OF GREATER DAYTONA	4.39	2
4	CHRIST PRESBYTERIAN	5.17	4
5	CHRISTIAN MISS APOSTOLIC CHURCH	0.16	1
6	CHURCH OF GOD BY FAITH	0.32	1
7	CHURCH OF THE HOLY CHILD	3.66	1
8	COQUINA PRESBYTERIAN CHURCH	4.76	2
9	CROSSROADS CALVARY CHAPEL	14.97	1
10	EMMANUEL CHURCH OF THE LIVING GOD	2.93	3
11	FAITH CATHEDRAL MINISTRIES	2.21	5
12	FAITH LUTHERAN CHURCH	5.25	2
13	FELLOWSHHIP, INC	1.03	2
14	GRACE COMMUNITY CHURCH	1.89	1
15	GRACE LUTHERAN CHURCH	3.18	1
16	HARBOR BAPTIST CHURCH/POSTIVE LEARNING CENTER	0.88	2
17	HOUSE OF THE RISING SUN CHRISTIAN	0.84	2
18	KINGDOM HALL OF JEHOVAH'S WITNESS	1.23	1
19	MT CALVARY FREE WILL INDEPENDENT HOLINESS CHURCH	0.45	1
20	NEW BETHEL AME CHURCH	0.27	1
21	OASIS CHIRST FELLOWSHIP	2.22	1
22	ORMOND BEACH CONSERVATIVE JEWISH ASSOCIATION (B'NAI TORAH)	1.11	1
23	ORMOND BEACH FIRST CHRISTIAN CHURCH	1.15	1
24	ORMOND BEACH PRESBYTERIAN CHURCH	3.83	3
25	PRINCE OF PEACE CATHOLIC CHURCH	25.29	4
26	PROVIDENCE CHURCH, INC	4.93	4
27	RIVERBEND COMMUNITY CHURCH	44.06	1
28	SAINT MARY MACEDONIAN ORTHODOX CHURCH INC (VACANT)	15.54	0
29	SALTY CHURCH	1.91	2
30	ST BRENDAN CATHOLIC CHURCH	3.96	3
31	ST JAMES EPISCOPAL CHURCH	7.08	4
32	TEMPLE BETH EL	5.98	1
33	TOMOKA CHRISTIAN CHURCH	21.8	2
34	TOMOKA UNITED METHODIST CHURCH	4.22	2
35	UNITARIAN UNIVERSALIST CHURCH	1.67	1
36	UNITED BIBLEWAY CHURCH OF GOD IN CHRIST (VACANT LAND)	0.05	1



Agenda Item 7 (Legislative Hearing)

Land Development Code Text Amendments
DEV2023-577
LDC Text Amendment
Live Local Act

STAFF REPORT

DATE: January 5, 2024 **UPDATED**

TO: Planning Board Members

FROM: Doug Gutierrez AICP, Planning Manager

AMENDMENT REQUEST

A request by the Growth Management and Planning Department, to amend Article 6, Section 6.22.G – Affordable Housing, of the Land Development Code, to add the Implementation of Live Local Act, SB 102 (2023), eligibility criteria, procedures, and standards.

BACKGROUND

This item, which is a follow-up to a recent City Commission discussion, is intended to provide clarity and "fill in the gaps" to address issues not expressly addressed by the Live Local Act.

PROPOSED LDC TEXT AMENDMENT

Staff has received a request to implement certain zoning related provisions of the Live Local Act.

Sec. 6.22. Affordable housing.

*** [omitted text not affected by this ordinance]

G. *Implementation of Live Local Act, SB 102 (2023).* The following provisions are in implementation of the Act:

1. For purposes of implementing certain zoning-related provisions of Fla. Stat. s. 166.04151(7), with respect to multifamily and mixed-use residential affordable housing as further described therein, the following eligibility criteria, procedures, and standards shall apply:

    a. The development rights afforded by this statutory provision, including the right to city administrative approval and the imposition of restrictions on the application of city density and height limitations, apply only to properties zoned for commercial, industrial, or mixed use. No other properties are eligible. Among those properties excluded from eligibility are properties subject to a PD (planned development) or PD-RD (planned development-redevelopment), unless the PD or PD-RD agreement for the property specifically provides for such applicability; and properties zoned for or use primarily or solely as a golf course or developed as a golf course. For purposes herein, the term golf course includes driving ranges, practice putting greens, and golf practice areas, whether developed as part of a golf course or as stand-alone facilities.

b. An applicant seeking to avail itself of the rights afforded by this statutory provision, shall be required to execute and record a Declaration of Covenants and Restrictions/Land Use Restriction Agreement (the "LURA") documenting the project's affordability (and where applicable in the City's discretion, providing for verification of documentation at the applicant's cost), in a form provided by or acceptable to the City Attorney, recorded at the property owner's sole cost. The LURA shall have a 40 (forty) year term naming the City as a party whose release or authorization to modify the LURA shall be required to allow the cancellation or modification to be effective. Proof of recordation in the public records of Volusia County must be provided to the City and shall be a prerequisite to issuance of building permits.

c. Except for height and density, a project eligible for the development rights provided by this statutory provision must comply with all other applicable development standards established in the Land Development Code, including, but not limited to, use specific standards, lot and dimensional standards, and all other regulations pertaining to site design, storm water retention, Base Floor Elevation (BFE) and compensating storage. Any project that would conflict with an applicable provision of the comprehensive plan, or with applicable development standards, is not eligible for the development rights provided by this statutory provision.

d. For a proposed project that is eligible for the development rights under the Live Local Act or any successor legislation, upon issuance of building permits and for so long as the project is under construction, the developer will post notice on the property using a poster provided by the City that will include reference to the Live Local Act and affordable housing.

TEXT AMENDMENT REVIEW STANDARDS

The purpose of Section 3.4.B.1 is to provide a uniform means for amending the text of the Land Development Code whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so.

The advisability of amending the text of this Code is a matter committed to the legislative discretion of the City Commission and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the City Commission shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

Is consistent with the comprehensive plan;

a. **Is consistent with the comprehensive plan;**
   The proposed text amendments are consistent with the comprehensive plan.
b. **Is not in conflict with any provision of this Code or the Code of Ordinances;**
   Staff has reviewed the proposed text amendment and determined that if approved, the amendment will not conflict with any provisions of this Code or the Code of Ordinances.
c. **Is required by changed conditions;**
   Staff has reviewed the proposed text amendment and determined the amendment addresses the Live Local Act.
d. **Addresses a demonstrated community need;**

Staff has reviewed the proposed text amendment and determined the amendment addresses community need.

e. **Is consistent with the purpose and intent of the zoning districts in this Code, or would improve compatibility among uses and would ensure efficient development within the city;**
N/A

f. **Would result in a logical and orderly development pattern; and**
N/A.

g. **Would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.**
Staff does not anticipate any environmental impacts with the proposed text amendment.

RECOMMENDATION

Based on staff analysis and review of the above standards, approval of the requested text amendments concerning the Live Local Act Article 6.22 is recommended. A majority vote of the Planning Board members present and voting is required to recommend approval to the City Commission.

APPROVED BY ORANGE
COUNTY BOARD OF
COUNTY COMMISSIONERS

BCC Mtg. Date: August 8, 2023

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

ADOPTION OF STANDARD OPERATING PROCEDURES TO IMPLEMENT THE REQUIREMENTS OF THE LIVE LOCAL ACT.

Resolution No. 2023-M-32

WHEREAS, on March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, creating Section 125.01055(7), Florida Statutes (2023), known as the Live Local Act (the "Act"), which took effect on July 1, 2023;

WHEREAS, the Act requires local governments to authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent (40%) of the residential units in a proposed multi-family rental development are, for a period of at least 30 years, affordable as defined in Section 420.0004, Florida Statutes; and

WHEREAS, a proposed development that satisfies the Act's criteria may not be required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized by the Act and, if the project satisfies the County's land development regulations for multifamily development and is otherwise consistent with the Comprehensive Plan, the project must be administratively approved without further action by the Board of County Commissioners (the "Board"); and

WHEREAS, the Board wishes to adopt standard operating procedures to guide staff on how to process any projects under the Act.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of Orange County, and other applicable provisions of law.

Section 2. Live Local Act Standard Operating Procedures. The Board hereby adopts the Live Local Act Standard Operating Procedures (the "SOPs") as set forth on Appendix "A," attached hereto and incorporated herein by reference, to accomplish the goals of the Act. The Board hereby directs that any project applications submitted pursuant to the Act shall be handled in substantial compliance with the SOPs attached hereto.

Section 3. Termination. By its terms, the Act expires on October 1, 2033. This Resolution, and the SOPs, shall likewise expire on October 1, 2033. In the event the Florida Legislature modifies the expiration date of the Act, this Resolution shall expire on such modified expiration date.

Section 4. Effective Date. This Resolution shall take effect on August 9, 2023.

ADOPTED this 8th day of August 2023.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

APPENDIX "A"
FORM OF LIVE LOCAL ACT STANDARD OPERATING PROCEDURES

LIVE LOCAL ACT STANDARD OPERATING PROCEDURES

Description

On March 29, 2023, Governor Ron DeSantis signed Senate Bill 102, which created Section 125.01055(7), Florida Statutes, otherwise known as the Live Local Act (the "Act"). The Act took effect on July 1, 2023. The Act requires local Governments to authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multi-family rental development are, for a period of at least 30 years, affordable as defined in § 420.0004, Florida Statutes. A proposed development that satisfies the Act's criteria may not be required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized by the Act, and, assuming such projects meet the criteria in the Act, they must be administratively approved. This document outlines the process such projects need to follow to obtain administrative approval pursuant to the Act.

Eligibility Criteria

- Uses
    - Multi-family and mixed-use residential
        - For mixed use projects, at least 65 percent of the total square footage must be used for residential purposes.
- Affordability
    - At least 40 percent of the residential units must be affordable, as defined in § 420.0004, F.S.
    - The affordable units must remain affordable for a period of 30 years.
    - A Declaration of Covenants and Restrictions / Land Use Restriction Agreement (the "LURA") documenting the project's affordability, in a form acceptable to the County, must be executed and recorded prior to submitting for vertical permits
- Development Standards
    - Please refer to the Zoning Guidelines section of this document for the applicable multi-family development regulations / Performance Standards.
    - Except for height and density, the project must comply with all other applicable development standards. With the exception of allowable densities, height, and land use, the project must comply with all other applicable Comprehensive Plan provisions. Any project requiring a variance, or otherwise not able to comply with the applicable development standards and Comprehensive Plan provisions, will not qualify under this process and must comply with the applicable conventional development approval processes.
    - Projects zoned PD (Planned Development District) will not qualify under this process and must comply with the applicable planned development approval processes.

Process and Submittal Requirements

1. TRG Pre-application Meeting.
    - A TRG pre-application meeting is required prior to submitting a Live Local Development Plan.
2. Submit Live Local Plan Set to DRC Office
    - DRC application must be emailed to DRC_help@ocfl.net . The submittal process will be completed via Orange County FastTrack
    - TRG/DRC applications and submittal procedures are located on the DRC Webpage
    - Required plan elements can be found in the Development Plan (DP) Sufficiency Checklist
3. Application is reviewed for sufficiency by DRC office.
    - Once marked sufficient, the applicable Commissioner shall be notified and the plan is added to current Technical Review Group (TRG) review cycle.
    - An automated email will be sent to applicant indicating plan is sufficient for review and directing coordination with the Housing and Community Development Division to begin the LURA process.
4. TRG Review
    - The standard TRG Review cycle is 10 business days. After which an automated email including the staff review comments will be sent to the applicant.
    - The applicant may opt to attend the next available TRG meeting to discuss the comments or revise the plan according to the comments and resubmit via FastTrack.
    - Once all TRG staff sign off on a plan with no revisions needed, the applicant will be required to post notice on the property with a poster provided by the County which shall include reference to the Live Local Act and shall otherwise substantially comply with the County's standard property posting procedures.
    - Following confirmation from the applicant that the property was posted, the case will be placed on the consent agenda for the next available DRC meeting.
5. DRC Consent
    - Case is added to next available DRC meeting as Live Local Act consent item. An accompanying staff report will include findings to support the staff's recommendation. If staff finds that the application meets the requirements in the Act to receive administrative approval, staff will recommend approval. If staff determines that the project does not comply with the applicable development standards and/or Comprehensive Plan provisions, staff will recommend denial of the administrative approval and, if the applicant wants to continue, the applicant must then follow the conventional development process.
    - The DRC will approve or deny the Live Local Development Plan via the Live Local Act Consent Agenda.
6. Approval moves plan to "pending agreement" stage in LDMS.
    - Once agreement is approved, executed, and recorded, the Housing and Community Development Division will mark the case as "Approved".
    - Once cast status is "Approved", an automated approval email will be sent to the applicant citing the conditions of approval listed in the DRC staff report and directing a copy to be submitted along with the subsequent building permits.

7. Permit submittal and review
    - When submitting for building permits, the applicant will select "permit a result of Live Local Act DRC process" in FastTrack.

Zoning Guidelines

Eligible Zoning Districts
Commercial: **C-1, C-2, C-3** *Industrial:* **I-1A, I-1/I-5, I-2/I-3, I-4** *Mixed Use:* **NC, NAC**

Applicable Multi-Family Development Regulations/Performance Standards				
Zoning district of subject property	**C-1, C-2, C-3 I-1A, I-1/I-5, I-2/I-3, I-4**		**NC**	**NAC**
Applicability	If subject property is located within 100 ft* of a property zoned A-1, A-2, A-R, R-CE-5, R-CE-2, R-CE, R-CE-C, R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-T, R-T-1, R-T-2, a portion of a PD with single family uses designated on an approved land use plan, or a property zoned R-2, R-3, or NR that has been developed with single-family residential or duplex . A maximum of four (4) units shall be contained in any combination of attached dwellings.	If subject property is located greater than 100 ft* from a property zoned A-1, A-2, A-R, R-CE-5, R-CE-2, R-CE, R-CE-C, R-1, R-1A, R-1AA, R-1AAA, R-1AAAA, R-T, R-T-1, R-T-2, a portion of a PD with single family uses designated on an approved land use plan, or a property zoned R-2, R-3, or NR that has been developed with single-family residential or duplex.	MFR projects that meet LLA criteria in the NC zone district.	MFR projects that meet LLA criteria in the NAC zone district.

	R-2 MFR Standards	R-3 MFR Standards	NC MFR Standards	NAC MFR Standards
	(for 4 or more DU's per Sec. 38-1501)			
Maximum Density	**Per SB 102:** Up to 50 du/acre (highest density allowed in OC Comp Plan)			
Min. lot area	15,000 SF	15,000 SF	1,000 SF plus 2,000 SF per DU	1,000 SF plus 2,000 SF per DU
Min. living area	500 SF per DU	500 SF per DU	500 SF per DU	500 SF per DU
Min. lot width	85 ft.	85 ft.	85 ft.	85 ft.
Min. front yard	20 ft.	20 ft.	20 ft.	20 ft.
Min. rear yard	30 ft.	30 ft.	20 ft.	20 ft.
Min. side yard	10 ft. (30 ft. where adj. to SFR district, per note b in Sec. 38-1501)	10 ft. (30 ft. where adj. to SFR district, per note b in Sec. 38-1501)	10 ft.	10 ft.
ROW setbacks	Per Sec. 38-1603 (Functional classification and setback distances)			
Building separation for MFR	Structures containing three (3) or more dwelling units shall maintain a 20 ft separation between any other structure on the same lot or parcel (per Sec. 38-1501(a))			
Max. building height	35 ft.	35 ft.	65 ft., 80 ft. with ground floor retail	50 ft./4 stories, 65 ft. with ground floor retail
	Per SB 102: Max. height permitted per code within 1 mile* in the jurisdiction of the project site.			
	R-2 MFR Standards	**R-3** MFR Standards	**NC** MFR Standards	**NAC** MFR Standards
Airport height limit	Chapter 7 of OC Code			
NHWE setback	50 ft. from NHWE			
Open space	45% (per Sec. 24-29)	45% (per Sec. 24-29)	25% of total lot coverage (per Sec. 38-1734(5)a.1.)	25% of total lot coverage (per Sec. 38-1741(5)a.1.)
Lot coverage/FAR	45% min open space per Sec. 24-29	45% min open space per Sec. 24-29	Max FAR 2.0	Max FAR 1.0
Buffering and landscaping	Sec. 24-5 (Buffer yards) • **Type C** – (C-1 – and utilized for R-2 and R-3 MF – from SFRs) 15 ft. wide, may utilize masonry wall, berm or planted and/or existing vegetation or combo for opaque buffer • All buffers shall include one (1) shade tree for each 40 lineal feet or fraction thereof		Per Sec. 38-1734(6): **Type B** buffer per Sec. 24-5, but minimum 7 ft. wide	Per Sec. 38-1741(6): **Type C** buffer per Sec. 24-5, but minimum 5 ft. wide

	Ch. 24 (Landscaping)
Parking	Per Sec. 38-1476: Apartments of three (3) DU or more • 1.5 spaces/unit for efficiencies or 1 bd • 2 spaces/unit for 2 and 3 bds
	Per SB 102: County to consider parking reductions if project is within ½ mile of a "major transit stop"

*measured "as the crow flies"

ORDINANCE 3290-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-84 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS", TO PROVIDE DEFINITIONS AND SUBMITTAL AND REPORTING REQUIREMENTS AND OTHER PROVISIONS FOR CERTIFICATION AND IMPLEMENTATION OF DEVELOPMENT PURSUANT TO THE LIVE LOCAL ACT, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the general welfare of the City to amend the City of Winter Park Land Development Code as set forth in this Ordinance in order to provide certification standards and implementation criteria for development proposed in conformance with the Live Local Act of Florida Statutes;

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida;

WHEREAS, the City Commission hereby finds that the land development regulations adopted herein are consistent with the Comprehensive Plan;

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-84 "General provisions for non-residential zoning districts" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-84. General provisions for non-residential zoning districts.

(hh) General provisions for development proposed in conformance with the Live Local Act of Florida Statutes.

(a) **Definitions.** For the purposes of this subsection, the following definitions are provided for terminology not defined in Florida Statutes with respect to implementation consistent with the Winter Park Land Development Code:

Allowed as used in Fla Stat. 166.0415 shall mean as allowed under the provisions of the city land development code at the time of a proposal is submitted for development subject to Fla Stat. 166.0415 and shall not mean as allowed historically back in time previous to the present. It shall also mean allowed by right pursuant to the applicable zoning district and shall not include as may potentially be allowed via a conditional use approval, or access to any bonus

pool, or via special permit for non-conforming structures or settlement agreement or vesting agreement for such non-conforming allowances.

Commercial as used in Fla. Stat. 166.0415 shall mean only the commercial zoning districts of the city which are only the properties zoned C-1, C-3, C-3A and PD-OC as used in the Ravaudage PD, and no other zoning district.

Height within one mile as used in Fla Stat. 166.0415 shall mean one mile as can be traveled by human beings along the public streets of the city within the normal permitted lanes of travel from the center point of the proposed development site and shall not mean a straight-line distance as a bird might be able to travel.

Highest allowed density as used in Fla Stat. 166.0415 shall mean in the context of Winter Park, 17 units per acre as this is the highest residential density currently allowed and is expressed in units per acre and shall only mean residential units per acre and shall not mean density as in the context of floor area ratio as used elsewhere in Chapter 166 Fla Stat. which in reference to intensity terminology as applied to floor area ratio. Density is units per acre and intensity is floor area ratio.

Highest currently allowed height as used in Fla Stat. 166.0415 shall only mean such height allowed by right within the municipality and not heights allowed if such height would require conditional use approval under the city land development code based upon the size in square footage of the project proposed project under the Live Local Act.

Industrial as used in Fla Stat 166.0415 shall mean only the industrial I-1 zoning district of the city and no other industrial zoning district.

Mixed Use as used in Fla Sta. 166,0415 shall not apply in the City, as no mixed use zoning district exists within the city.

(b) **Process for Approval.** The approval process for a qualifying development located within an eligible zoning district, shall include payment of a fee, and if application is not made by the owner of record, then a contract or agreement to purchase (that permits black-out of the financial purchase details) but is clear as to dates of effectiveness and due diligence periods, an application on a form provided by the city, site development plans, and affidavit of commitment to City of Winter Park's Affordable Housing standards for income qualification, monitoring, and inspection during the full minimum 30 years of operation including acknowledgement of the auditing requirements for eligibility of all tenants living within the designated affordable housing units in order to establish compliance with the provisions of the Live Local Act and penalties for non-compliance as further outlined below. Upon application, the city shall complete a sufficiency review of the materials submitted and provide a response that the application is complete or specifically what items are still required at a date sixty (60) days after submittal. The applicant shall then provide the items that are required for the sufficiency review which shall then begin another sufficiency review period that shall be completed at a date

sixty (60) days following re-submittal and so on until a complete application is provided. A contract to purchase must be in full force and effect during the sufficiency and review periods established within this Section. If any due diligence period or other contract matter expires within such time periods, then the city shall not begin or complete the sufficiency review or application review.

(c) **Minimum Requirements.** The minimum requirements for certification of compliance with the Live Local Act are as follows:

Site Development Plan which includes the following:

1. Scale, date, and north arrow.
2. Legal Description of the property.
3. Site Data Table including gross square footage of the site and project, total impervious coverage and principal setbacks.
4. Dimensioned location, size, height and use of all proposed structures.
5. Project units, number of affordable units per area median income, and affordability period.
6. Label uses of adjacent parcels.
7. Location, dimension and method of buffering from adjacent uses.
8. Location and method of screening of refuse stations, storage areas and off-street parking and loading areas.
9. Method of stormwater retention.
10. Location, size and total amount of greenspace.
11. Tree table with tree retention and applicable mitigation.
12. The location, width, pavement type, right-of-way name and other related appurtenances of all public rights-of-way adjoining, traversing or proximate to the site.
13. Location and dimensions of proposed project ingress/egress, parking and service areas, including typical parking space dimensions.
14. Vehicle Use Area buffering adjacent to rights of way.
15. Southern Florida Building Code definitions for types of construction proposed and existing.
16. Proposed means of vehicular and pedestrian access from the site(s) within the development to adjacent streets and/or alleys, showing all existing and proposed curb cuts and sidewalks.
17. Building Elevations (4-sided) for each proposed building.
18. Commitment to complete a transportation study prior to issuance of the building permit.

19. Any other information required under the specific site plan districts pertaining to this article or which may be required, when commensurate with the intent and purpose of this Code, by city reviewing staff.

20. An affidavit confirming a 30-year commitment to provide affordable housing and monetary cap on all rent charges including any and all other fees as may be assessed to the occupants of units deemed to be affordable, such that all rents and fees shall not exceed 30% of the gross revenue of all occupants of affordable units; affidavit attesting to agreement and acceptance as to the annual audit requirements by a certified public accounting firm attesting to satisfaction of the such income and total rental fees and affidavit attesting to agreement and understanding that violations of such commitments shall be subject to a fine of no less than $5,000.00 per day for each violation determined by the annual audit and for each day the annual audit is not received by the city after March 1st of every year and affidavit agreement that any such fines shall constitute a lien on said property if not paid to the city within 60 days of receipt of the audit by the city by March 1st of every year and agreement to reimburse the city for any legal expenses in the enforcement of these provisions.

21. A statement indicating the petitioners' commitment to comply with specific chapters of the City Code applicable to the project (i.e., tree and landscaping, fire, etc.) at the time of permitting.

22. Compliance with all land development regulations applicable to the zoning district in which the project is proposed, except only as otherwise preempted by the Live Local Act with respect to height.

(d) **Project Narrative.** Application shall contain a narrative which demonstrates compliance with section 166.04151(7)(a)- (g), Florida Statutes.

(e) **Orange Avenue Overlay District (OAO)**. Projects within the Orange Avenue Overlay District must meet the applicable architectural requirements of the OAO and will be subject to review by Orange Avenue Overlay Appearance Review Advisory Board. The City may deny a project that receives a recommendation of denial or fails to meet the conditions of a recommendation for approval from the Orange Avenue Overlay Appearance Review Advisory Board.

(f) **Affidavit of Commitment and Restrictive Covenants.** As a condition of approval and prior to any site or building permits for the project being requested or obtained, the applicant (and the property owner, if different from the applicant) must execute and have recorded in the public records of Orange County, Florida, an Affidavit of Commitment and Restrictive Covenants. Such Affidavit of Commitment and Restrictive Covenants shall: (i) have terms acceptable to the city, (ii) run with and be binding upon the land for no less than thirty (30) years from the issuance of a certificate of occupancy for the last principal structure of the project (iii) be enforceable by the city; (iv) detail the affordable housing and project conditions and

restrictions required by this section, the Live Local Act and on the approval of the project; (v) provide for monitoring, and compliance requirements; and (vi) provide for the city's enforcement remedies. Mortgage holders will be required to execute and record a subordination of their lien interest to such Affidavit of Commitment and Restrictive Covenants prior to or simultaneously with the recording of the Affidavit of Commitment and Restrictive Covenants. The city will provide the monitoring and compliance forms upon submittal of the application, deemed complete and sufficient.

(g) **Equivalent Treatment of all Dwelling Unit Requirements**. As a condition of approval prior to any site or building permits for the project being requested or obtained, such project must demonstrate and commit that all affordable dwelling units and market rate dwelling units shall be located within the same structure. all common areas and amenities shall be accessible and available to all residents (both affordable and market rate dwelling units). access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development. in addition, the sizes and number of bedrooms in the affordable dwelling units shall be proportional to the square footage and number of bedrooms in the market rate dwelling units (e.g., for number of bedrooms, if 25 percent of the market rate dwelling units consist of two bedrooms, then 25 percent of the affordable dwelling units shall also have two bedrooms.

(h) **Agent Authorization.** An affidavit with the property owner's notarized authorization.

(i) **Timeframe for Review and Issuance of Approval:** Upon receipt of a complete application, the city will complete its review and provide a response sixty (60) days from receipt of such materials as required by this subsection.

(j) **Fee:** The fee for a qualifying development will be $2642.00 plus $111/acre or portion thereof or as otherwise amended within the adopted Fee Schedule from time to time by the City Commission at public hearing.

(k) **Duration of Approval:** An approval received through this process shall be effective for three (3) months from the date of approval. The application process and certification of compliance with the live local act shall begin again if a building permit has not been issued by the city within six (6) months of an approval under this section.

SECTION 2. CODIFICATION/SUNSETTING. Section 1 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances. The provisions of Section 1 of this Ordinance shall sunset and be automatically repealed upon the occurrence of any one of the following: (1) Section 5 of The Live Local Act as set forth in Chapter 2023-17 expires on October 1, 2033; (2) Section 5 of The Live Local Act as set forth in Chapter 2023-17 is held unconstitutional or invalid by a court of competent jurisdiction; or (3) Section 5 of The Live Local Act as set forth in Chapter 2023-17 is repealed. The sunsetting of Section 1 of this Ordinance will not terminate any conditions of approval

for projects utilizing Section 1 prior to its sunsetting or the City's ability to enforce the same, including without limitations, any terms and conditions of Affidavit of Commitments and Restrictive Covenants pertaining to the project.

SECTION 3. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 4. CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this 10th day of January 2024.

By: _____
Mayor Phillip M. Anderson

ATTEST:

_____
Rene Cranis, City Clerk

DEVELOPMENT & GROWTH MANAGEMENT
DEVELOPMENT COORDINATION

INSTRUCTIONS FOR APPLICATION – LIVE LOCAL ACT (LLA)

Please be aware that this application is provided for the submittal of an application for a qualifying affordable housing development in accordance with the Live Local Act (Chapter 2023-17, Laws of Florida).

PLEASE READ INSTRUCTIONS THOROUGHLY

Please contact a representative of Development and Growth Management (DGM) at (813) 274-3100, option 2, or TampaZoning@tampagov.net prior to submitting your application:

A PRE-APPLICATION COUNSELING is required prior to submittal of a LLA application. The applicant must schedule counseling session with a DGM staff member. The session is to advise an applicant for a qualifying affordable housing development in accordance with the LLA requirements as stipulated in the memo from the City dated July 3, 2023.

Fee:

The fee for an LLA Project will be $2642.00 plus $111/acre or portion thereof.

Minimum Requirements for Application:

- The complete application, including site plan and tree/topographical/boundary survey.
- Project Narrative which demonstrates compliance with Section 166.04151(7)(a)-(g), Florida Statutes.
- Owner/Agent Authorization

LLA Applications are available for the following districts:

Residential Office (RO)
Residential Office – 1 (RO-1)
Office Professional (OP)
Office Professional – 1 (OP-1)
Commercial Neighborhood (CN)
Commercial General (CG)
Commercial Intensive (CI)
Industrial General (IG)
Industrial Heavy (IH)
Seminole Heights – Commercial General (SH-CG)
Seminole Heights – Commercial Intensive (SH-CI)
Neighborhood Mixed Use – 16 (NMU-16)
Neighborhood Mixed Use – 24 (NMU-24)
Neighborhood Mixed Use – 35 (NMU-35)
Ybor City – 1 (Central Commercial Core) (YC-1)
Ybor City – 4 (Mixed Use Redevelopment) (YC-4)
Ybor City – 5 (General Commercial) (YC-5)
Ybor City – 6 (Community Commercial) (YC-6)
Ybor City – 7 (Mixed Use) (YC-7)

Application for a Qualifying Development (LLA)

Property Owner's Information

Name(s): _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Applicant's Information

Name(s): _____

Address: _____

City:_____

State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Contact for all related Correspondence (if different than applicant):

Name(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Application Certification

Application/site plan is sufficient: _____ Name/Date: _____

Affordable Housing Requirement of the LLA met? Yes ___ No ____ Percentage of Affordable Housing _____

If a mixed use development, percentage of square feet dedicated to affordable housing _____ and

Percentage of square feet dedicated to non-residential development _____.

Legal Description is correct and complete: _____ Name/Date: _____

Application for a Qualifying Development (LLA)

AFFIDAVIT TO APPLY FOR A ZONING CODE RELATED APPLICATION and AUTHORIZED AGENT FOR AN APPLICATION TO THE CITY OF TAMPA

Multiple authorizations may be necessary if there is more than one property owner.

APPLICATION/RECORD NUMBER: _____

PROPERTY (LOCATION) ADDRESS(ES): _____

FOLIO NUMBER(S): _____

"That I am (we are) the owner(s) and record title holder(s) of the property noted herein"

Property Owner's Name(s):_____*

"That this property constitutes the subject of an application for LIVE LOCAL ACT (LLA) (qualifying affordable housing development in accordance with the Live Local Act (Chapter 2023-17, Laws of Florida)".

I, THE UNDERSIGNED OWNER, HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS TRUE AND COMPLETE AND HEREBY AUTHORIZE AND ALLOW REPRESENTATIVES OF THE CITY TO ACCESS THE PROPERTY UNDERGOING REVIEW FOR THE ABOVE REFERENCED REQUEST. IF MY PROPERTY IS GATED, I WILL PROVIDE ACCESS TO THE PROPERTY UPON REQUEST FROM THE CITY. I ALSO CONSENT TO THE POSTING OF A SIGN ON MY PROPERTY IF THERE IS A THIRD-PARTY SUBMITTALOF A PETITION FOR REVIEW.

"That this affidavit has been executed to induce the City of Tampa, Florida, to consider and act on the above described application and that the undersigned has(have) appointed and does(do) appoint the agent(s) stated herein as his/her(their) agent(s) solely to execute any application(s) or other documentation necessary to affect such application(s)" (if applicable).

AGENT'S/FIRM NAME:_____

The undersigned authorizes the above agent/ firm (s) to represent me (us) and act as my (our) agent(s) at any public hearing on this matter (if applicable).

The undersigned authorizes the above agent(s) to agree to any conditions necessary to effectuate this application. Both owner and agent must sign and have their names notarized.

STATE of FLORIDA COUNTY of_____. Sworn to (or affirmed) and subscribed before me by means of physical present or online notarization, this_____day of _____, 202_, by _____/_____ Printed Name **(Owner)** Signature _ Signature and Stamp of Notary Public Personally known or produced identification: Select Type of identification	STATE of FLORIDA COUNTY of_____. Sworn to (or affirmed) and subscribed before me by means of physical present or online notarization, this_____ day of _____, 202_, by _____/_____ Printed Name **(Owner)** Signature _ Signature and Stamp of Notary Public Personally known or produced identification: Select Type of identification

Application for a Qualifying Development (LLA)

SITE PLAN REQUIREMENTS

An application for a Qualifying Development (LLA) on any parcel of land requires submittal of a Site Plan. The Site Plan must be drawn to an engineer's scale with a ratio such as 1" = 10'.

The Live Local request will be evaluated based on compliance with the memo dated July 3, 2023, in addition to the appropriateness of the site plan based on the requirements of Chapter 27, and other applicable land development regulations.

All development will be reviewed for compliance with all applicable City Codes at time of building permitting.

REQUIRED GENERAL INFORMATION

1. Scale, date, and north arrow.
2. Legal Description of the property.
3. Site Data Table*
4. Dimensioned location, size, height and use of all proposed structures.
5. Project units, number of affordable units per area median income, and affordability period.
6. Label uses of adjacent parcels.
7. Location, dimension and method of buffering from adjacent uses.
8. Location and method of screening of refuse stations, storage areas and off-street loading areas.
9. Method of stormwater retention.
10. Location, size and total amount of greenspace.
11. Tree table with tree retention and applicable mitigation.
12. The location, width, pavement type, right-of-way name and other related appurtenances of all public rights-of-way adjoining, traversing or proximate to the site.
13. Location and dimensions of proposed project ingress/egress, parking and service areas, including typical parking space dimensions.
14. Vehicle Use Area buffering adjacent to rights of way.
15. Southern Florida Building Code definitions for types of construction proposed and existing.
16. Proposed means of vehicular and pedestrian access from the site(s) within the development to adjacent streets and/or alleys, showing all existing and proposed curb cuts and sidewalks.
17. Building Elevations (4-sided) for each proposed building.
18. Commitment to complete a transportation study prior to issuance of the building permit.
19. Any other information required under the specific site plan districts pertaining to this article or which may be required, when commensurate with the intent and purpose of this Code, by city reviewing staff.
20. Affidavit confirming a 30-year commitment to provide affordable housing (see below).
21. A statement indicating the petitioners' commitment to comply with specific chapters of the City Code applicable to the project (i.e., tree and landscaping, fire, etc.) at the time of permitting.

Folio #:

Property Address:

Property Area SF:

Future Land Use:

Existing Zoning District:

Proposed Use:

Building Setbacks: north, south, west, and east.

Max. Building Height:

Total Building Area:

Maximum number of proposed dwelling units:

VUA:

VUA greenspace required:

VUA greenspace provided:

Multi-family greenspace required:

Multi-family greenspace provided:

Parking Required:

Parking Provided:

Application for a Qualifying Development (LLA)

Development & Growth Management
2555 E Hanna Avenue
Tampa, FL 33610
(813) 274-3100

LEGAL DESCRIPTION (use separate sheet if needed) MUST BE TYPED -- DO NOT ABBREVIATE:

EXAMPLE

Application for a Qualifying Development (LLA)

LOCATION MAP:

PROPOSED IMPROVEMENTS (DRAWING):

-Name, location, and width of existing street and alley rights-of-way, adjacent to the site.

-Width of existing pavement on all streets and alleys adjacent to the site.

-Location, width and type of all easements adjacent to the site.

-Clearly show the property boundaries of the parcel(s) involved in the special use.

-Location, size, height and use of all proposed additions and/or new buildings.

-Existing and proposed building setbacks

-Location and dimension of existing and proposed driveways, and parking areas include typical parking space.

-Existing and proposed parking lot landscaping.

-Approximate location and size of significant natural features such as trees, lakes, etc.

-Existing and proposed buffering from adjacent uses.

Show conceptual layout of proposed retention system.

TITLE BLOCK;
-Firm's name and address
-The site plan must be to scale. State scale on drawing - Revision block.
Show North arrow. - Drawing data.
-Project name and location.

N

GENERAL NOTES:

LEGAL DESCRIPTION:
- Address
- Folio Number
- Square Footage

Case No.: _____ Date: _____

Certified Date

Zoning Administrator

24"

Revised 5/2021 1/2021 E.C.

THIS EXAMPLE FOR GENERAL INFORMATION ONLY



ZEVCOHEN & ASSOCIATES INC
Civil Engineering · Landscape Architecture · Planning · Environmental Services

300 Interchange Blvd, Suite C, Ormond Beach, FL 32174
Phone: (386) 677-2482

END OF REPORT

ATTACHMENT 2

Senate Bill 1730

An act relating to affordable housing; amending ss. 125.01055 and 166.04151, F.S.; authorizing the board of county commissioners and the governing board of a municipality, respectively, to approve the development of housing that is affordable, including mixed-use residential, on any parcel owned by religious institutions; requiring counties and municipalities to authorize multifamily and mixed-use residential as allowable uses in portions of flexibly zoned areas under certain circumstances; prohibiting counties and municipalities from imposing certain requirements on proposed multifamily developments; prohibiting counties and municipalities from requiring that more than a specified percentage of a mixed-use residential project be used for certain purposes; revising the density, floor area ratio, or height below which counties and municipalities may not restrict certain developments; defining the term "highest currently allowed, or allowed on July 1, 2023"; revising the definition of the term "floor area ratio"; authorizing counties and municipalities to restrict the height of proposed developments on certain parcels with structures or buildings listed in the National Register of Historic Places; requiring the administrative approval of certain proposed developments without further action by a quasi-judicial or administrative board or reviewing body under certain circumstances; defining the term

"allowable density"; requiring the administrative approval of the demolition of an existing structure associated with a proposed development in certain circumstances; providing construction; authorizing counties and municipalities to administratively require that certain proposed developments comply with architectural design regulations under certain circumstances; requiring counties and municipalities to reduce parking requirements by a specified percentage for certain proposed developments under certain circumstances; authorizing counties and municipalities to allow adjacent parcels of land to be included within certain proposed developments; requiring a court to give priority to and render expeditious decisions in certain civil actions; requiring a court to award reasonable attorney fees and costs to a prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or costs; defining terms; revising applicability; prohibiting counties and municipalities from enforcing certain building moratoriums; providing an exception, subject to certain requirements; requiring the court to assess and award reasonable attorney fees and costs to the prevailing party in certain civil actions; providing that such attorney fees or costs may not exceed a specified dollar amount; prohibiting the prevailing party from recovering certain other fees or

costs; providing applicability; providing annual reporting requirements beginning on specified dates; authorizing applicants for certain proposed developments to notify the county or municipality, as applicable, by a specified date of its intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit revised applications, written requests, and notices of intent to account for changes made by the act; creating s. 420.5098, F.S.; providing legislative findings and intent; defining terms; providing that it is the policy of the state to support housing for certain employees and to allow developers in receipt of certain tax credits and funds to create a specified preference for housing certain employees; requiring that such preference conform to certain requirements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 125.01055, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to that section, to read:

125.01055 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as

defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The county may not require that more than 10 percent of the total square footage of such

mixed-use residential projects be used for nonresidential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any unincorporated land in the county where residential development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the county's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A county may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any unincorporated land in the county where development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the county's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot

ratio and lot coverage.

(d)1. A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the county's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places

before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without ~~and no~~ further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body ~~is required~~ if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this subparagraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and

transfer density units or development units from other properties.

2. The county must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the board of county commissioners or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the county may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A county must, upon request of an applicant, reduce ~~consider reducing~~ parking requirements by 15 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the county's land development code, and the transit stop is accessible from the development; ~~.~~

~~2. A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

b.~~a.~~ Is located within one-half mile of a major

transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or ~~and~~

c.~~b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

2.~~3.~~ A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

3.~~4.~~ For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a county may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a county for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An

award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but

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is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o)~~(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p) ~~(1)~~ This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a county may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A county may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the county shall prepare or cause to be prepared an assessment of the county's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the county's website by the date the notice of proposed enactment is published, and presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the board of county commissioners. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 125.66(3).

(c) If a civil action is filed against a county for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly

incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each county must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 2. Subsection (6) and paragraphs (a) through (f), (k), and (l) of subsection (7) of section 166.04151, Florida Statutes, are amended, new paragraphs (k) through (n) are added to subsection (7), and subsections (9) and (10) are added to

that section, to read:

166.04151 Affordable housing.—

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. 170.201(2) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional

impact, amendment to a municipal charter, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes. The municipality may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor

area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph,

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the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road or body of water, including manmade lakes or ponds. For a proposed development located within a municipality within an area of critical state concern as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code, the term "story" includes only the habitable space above the base flood elevation as designated by the Federal Emergency Management Agency in the most current Flood Insurance Rate Map. A story may not exceed 10 feet in height measured from finished floor to finished floor, including space for mechanical equipment. The highest story may not exceed 10 feet from finished floor to the top plate.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or 3 stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without ~~and no~~ further action by the governing body of the municipality or any

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

quasi-judicial or administrative board or reviewing body ~~is required~~ if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this paragraph, the term "allowable density" means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The municipality must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or

building individually listed in the National Register of Historic Places, the municipality may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, of density of the proposed development.

(f)1. A municipality must, upon request of an applicant, reduce ~~consider reducing~~ parking requirements for a proposed development authorized under this subsection by 15 percent if the development:

a. Is located within one-quarter mile of a transit stop, as defined in the municipality's land development code, and the transit stop is accessible from the development;~~.~~

~~2. A municipality must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:~~

b.~~a.~~ Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or~~.~~

c.~~b.~~ Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

2.~~3.~~ A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under

this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

3.~~4.~~ For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a municipality may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a municipality for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants;

public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable

uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o) ~~(k)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

3. The Wekiva Study Area, as described in s. 369.316.

4. The Everglades Protection Area, as defined in s. 373.4592(2).

(p) ~~(l)~~ This subsection expires October 1, 2033.

(9)(a) Except as provided in paragraphs (b) and (d), a municipality may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A municipality may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-

year period. Before adoption of such a building moratorium, the municipality shall prepare or cause to be prepared an assessment of the municipality's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004, including projections of such need for the next 5 years. This assessment must be posted on the municipality's website by the date the notice of proposed enactment is published and must be presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the governing body of the municipality. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. 166.041(4).

(c) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed $250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each municipality must provide an annual report to the state land planning agency which

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.

2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

Section 3. An applicant for a proposed development authorized under s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, who submitted an application, a written request, or a notice of intent to use such provisions to the county or municipality and which application, written request, or notice of intent has been received by the county or municipality, as applicable, before July 1, 2025, may notify the county or municipality by July 1, 2025, of its intent to proceed under the provisions of s. 125.01055(7), Florida Statutes, or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality, as applicable, shall allow an applicant who submitted such application, written request, or notice of intent before July 1, 2025, the opportunity to submit a revised application, written request, or notice of intent to

account for the changes made by this act.

Section 4. Section 420.5098, Florida Statutes, is created to read:

420.5098 Public sector and hospital employer-sponsored housing policy.—

(1) The Legislature finds that it is in the best interests of the state and the state's economy to provide affordable housing to state residents employed by hospitals, health care facilities, and governmental entities in order to attract and maintain the highest quality labor by incentivizing such employers to sponsor affordable housing opportunities. Section 42(g)(9)(B) of the Internal Revenue Code provides that a qualified low-income housing project does not fail to meet the general public use requirement solely because of occupancy restrictions or preferences that favor tenants who are members of a specified group under a state program or policy that supports housing for such specified group. Therefore, it is the intent of the Legislature to establish a policy that supports the development of affordable workforce housing for employees of hospitals, health care facilities, and governmental entities.

(2) For purposes of this section, the term:

(a) "Governmental entity" means any state, regional, county, local, or municipal governmental entity of this state, whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or political subdivision of the state; any public school, state university, or Florida College System institution; or any special district as defined in s. 189.012.

(b) "Health care facility" has the same meaning as provided

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in s. 159.27(16).

(c) "Hospital" means a hospital under chapter 155, a hospital district created pursuant to chapter 189, or a hospital licensed pursuant to chapter 395, including corporations not for profit that are qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and for-profit entities.

(3) It is the policy of the state to support housing for employees of hospitals, health care facilities, and governmental entities and to allow developers in receipt of federal low-income housing tax credits allocated pursuant to s. 420.5099, local or state funds, or other sources of funding available to finance the development of affordable housing to create a preference for housing for such employees. Such preference must conform to the requirements of s. 42(g)(9) of the Internal Revenue Code.

Section 5. 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/SB 1730
INTRODUCER:	Rules Committee, Community Affairs Committee and Senator Calatayud
SUBJECT:	Affordable Housing
DATE:	April 9, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Fav/CS**
2.	Hackett	Yeatman	RC	**Fav/CS**

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/SB 1730 amends various provisions of the Live Local Act, passed during the 2023 Regular Session, related to the preemption of certain zoning and land use regulations to authorize affordable housing developments. Specifically, the bill:

- Clarifies the application of the zoning preemption by defining "commercial," "industrial," and "mixed-use zoning," and providing that the preemption applies in areas such as planned unit developments with different zoning mechanics;
- Prohibits local governments from requiring amendments to developments of regional impact before allowing development;
- Prohibits local governments from requiring a certain amount of residential usage in mixed-use developments;
- Clarifies the nature of administrative approval of affordable housing developments;
- Requires local governments to reduce parking requirements, as opposed to considering such reduction;
- Provides for priority docketing and prevailing party attorneys' fees in lawsuits brought under the Live Local Act; and
- Prohibits local governments from enforcing building moratoria that would have the effect of delaying the permitting or construction of affordable housing developments, except in certain circumstances.

Outside of the Live Local Act, the bill also:

- Amends the evacuation time for the Florida Keys area of critical state concern;
- Enacts a state policy related to public sector and hospital employer-sponsored housing; and

- Clarifies that the Fair Housing Act prohibits local governments from discriminating in land use decisions based on the nature of a development as affordable housing.

The bill takes effect July 1, 2025.

II. Present Situation:

Affordable Housing

One major goal at all levels of government is to ensure that citizens have access to affordable housing. Housing is considered affordable when it costs less than 30 percent of a family's gross income. A family paying more than 30 percent of its income for housing is considered "cost burdened," while those paying more than 50 percent are considered "extremely cost burdened."

What makes housing "affordable" is a decrease in monthly rent so that income eligible households can pay less for the housing than it would otherwise cost at "market rate."[1] Lower monthly rent payment is a result of affordable housing financing that comes with an enforceable agreement from the developer to restrict the rent that can be charged based on the size of the household and the number of bedrooms in the unit.[2] The financing of affordable housing is made possible through government programs such as the federal Low-Income Housing Tax Credit Program and the Florida's State Apartment Incentive Loan program.[3]

Resident eligibility for Florida's state and federally funded housing programs is typically governed by area median income (AMI) levels. These levels are published annually by the U.S. Department of Housing and Urban Development for every county and metropolitan area.[4] Florida Statutes categorizes the levels of household income as follows:

- Extremely low income – households at or below 30% AMI;[5]
- Very low income – households at or below 50% AMI;[6]
- Low income – households at or below 80% AMI;[7] and
- Moderate income – households at or below 120% AMI.[8]

Zoning and Land Use Preemption for Affordable Developments

The Growth Management Act requires every city and county to create and implement a comprehensive plan to guide future development.[9] All development, both public and private, and

[1] The Florida Housing Coalition, *Affordable Housing in Florida*, p. 3, available at: https://flhousing.org/wp-content/uploads/2022/07/Affordable-Housing-in-Florida.pdf (last visited Mar. 26, 2025).
[2] *Id.*
[3] *Id.*
[4] U.S. Department of Housing and Urban Development, *Income Limits, Access Individual Income Limits Areas – Click Here for FY 2023 IL Documentation*, available at https://www.huduser.gov/portal/datasets/il.html#2021 (last visited Mar.26, 2025).
[5] Section 420.0004(9), F.S.
[6] Section 420.0004(17), F.S.
[7] Section 420.0004(11), F.S.
[8] Section 420.0004(12), F.S.
[9] Section 163.3167(2), F.S.

all development orders[10] approved by local governments must be consistent with the local government's comprehensive plan unless otherwise provided by law.[11] The Future Land Use Element in a comprehensive plan establishes a range of allowable uses and densities and intensities over large areas, and the specific use and intensities for specific parcels[12] within that range are decided by a more detailed, implementing zoning map.[13]

The Live Local Act (act)[14] preempts certain county and municipal zoning and land use decisions to encourage development of affordable multifamily rental housing in targeted land use areas. Specifically, the act requires counties and municipalities to allow a multifamily or mixed-use residential[15] rental development in any area zoned for commercial, industrial, or mixed-use if the development meets certain affordability requirements.[16] To qualify, the proposed development must reserve 40 percent of the units for residents with incomes up to 120% AMI, for a period of at least 30 years.

Additionally, the local government may not restrict the density or floor area ratio of qualifying developments below the highest allowed density, or below 150 percent of the highest allowed floor area ratio, on land within its jurisdiction where residential development is allowed, and may not restrict the height below the highest currently allowed height for a commercial or residential development in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. Further height restrictions apply where a proposed development is adjacent to single family residential development.

An application for a development must be administratively approved and no further action is required from the governing body of the local government if the development satisfies the local government's land development regulations for multifamily in areas zoned for such use and is otherwise consistent with the jurisdiction's comprehensive plan.

A local government must consider reducing parking requirements for these developments if they are located within one-half mile of a major transit stop, as such term is the local government's land development code, and the major transit stop is accessible from the development. Additionally, a local government must reduce parking requirements by at least 20 percent if the development is located within one-half mile of a major transportation hub that is accessible from the proposed development and has available parking within 600 feet of the proposed

[10] "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.
[11] Section 163.3194(3), F.S
[12] When local governments make changes to their zoning regulations or comprehensive plans some structures may no longer be in compliance with the newly approved zoning and may be deemed a "nonconforming use." A nonconforming use or structure is one in which the use or structure was legally permitted prior to a change in the law, and the change in law would no longer permit the re-establishment of such structure or use.
[13] 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).
[14] The "Live Local Act", Ch. 2023-17, Laws of Fla., made various changes to affordable housing related programs and policies at the state and local levels, including zoning and land use preemptions favoring affordable housing, funding for state affordable housing programs, and tax provisions intended to incentivize affordable housing development.
[15] For mixed-use residential, at least 65 percent of the total square footage must be used for residential purposes.
[16] *See* ss. 125.01055(7) and 166.04151(7), F.S., this analysis section.

development (i.e., on-street parking, parking lots, or parking garages). Finally, as it relates to parking, a local government must eliminate parking requirements for a proposed mixed-use residential development within an area recognized by the local government as a transit-oriented development or area.
These zoning and land use provisions do not apply to recreational and commercial working waterfronts in industrial areas, and only mixed-use residential developments must be authorized under these provisions in areas where commercial or industrial capacity is exceptionally limited.

The act specifically requires that except as otherwise provided in the act, a qualifying development must comply with all applicable state and local laws and regulations.

These provisions are effective until October 1, 2033.

Priority Docketing

The Florida Rules of Judicial Administration govern the ways a judge controls a case in terms of timing and docketing. Some cases that come before a court are deemed priority cases, either directly in statute, in rule of procedure, or case law. Every judge has a duty to expedite priority cases to the extent reasonably possible.[17] For these cases judges are tasked with implementing docket control policies necessary to advance the case and ensure prompt resolution. [18] Docket control policies include setting deadlines for phases of the case, giving priority to hearings required to advance the case, and advancing the trial setting. A party in a priority status case may file a notice of priority status, and has recourse if they believe the case has not been appropriately advanced on the docket or received priority in scheduling.[19]

Florida Keys Area of Critical State Concern

In 1975, the Florida Keys were designated as an area of critical state concern. The designation includes the municipalities of Islamorada, Marathon, Layton and Key Colony Beach, and unincorporated Monroe County.[20] State, regional, and local governments in the Florida Keys Area of Critical State Concern are required to coordinate development plans and conduct programs and activities consistent with principles for guiding development. Principles include protecting the environmental resources, historical heritage, and water quality of the Florida Keys.[21]

A land development regulation or element of a local comprehensive plan in the Florida Keys Area may be enacted, amended, or rescinded by a local government, but such actions must be approved by the Florida Department of Commerce ("Commerce").[22] Amendments to local comprehensive plans must also be reviewed for compliance with several requirements:

[17] Fla. R. Jud. Admin. 2.215(g).
[18] Fla. R. Jud. Admin. 2.545(b).
[19] Fla. R. Jud. Admin. 2.545(c).
[20] The City of Key West functions as a separate area of critical state concern, called the City of Key West Area of Critical State Concern, with similar restrictions. Section 380.0552, F.S.; *2020 Florida Keys Area of Critical State Concern Annual Report* available at https://floridajobs.org/docs/default-source/2015-community-development/community-planning/2015-cmty-plan-acsc/2020keysacscannualreport.pdf?sfvrsn=51c94eb0_2 (last visited Mar. 26, 2025).
[21] For a full list of required considerations, *see* s. 380.0552(7), F.S.
[22] Section 380.0552(9)(a), F.S.

construction schedules, financing plans and compliance with construction standards for wastewater treatment and disposal facilities, and protection of public safety with maintenance of hurricane evacuation clearance time with standards developed by a hurricane evacuation study conducted under professionally accepted methodology.

Hurricane Evacuation Clearance Standards in the Florida Keys

The Florida Keys Area Protection Act[23] provides, in part, that comprehensive plan amendments within the covered area, which includes the majority of Monroe County, must comply with "goals, objectives and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours." The hurricane evacuation clearance time must be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by Commerce.[24]

Affordable Housing Financing and Employer-Sponsored Housing Policy

Housing credits are a financial instrument, tax credits, issued through the Low Income Housing Tax Credit program.[25] After being allocated a certain amount of tax credits by the federal government based on population and need, the Florida Housing Finance Corporation allocates the funding to affordable housing developers. There are two types of credits:

- 9 percent credits, which are more valuable and limited. These are competitively bid for and can typically fund two-thirds of a development's total cost; and
- 4 percent credits, which are not limited and considered "non-competitive." These typically fund one third of a development's total cost.

The Federal Internal Revenue Service provides requirements for developments that can qualify as low-income housing for the purpose of administering certain financing such as these tax credits.[26] One requirement is that, in general, a project be available for general public use. Exceptions to this requirement permit occupancy restrictions or preferences that favor tenants:[27]

- With special needs;
- Who are members of a specified group under a federal or state program or policy that supports housing for such group; or
- Who are involved in artistic or literary activities.

Fair Housing

The Florida Fair Housing Act[28] prohibits discrimination in housing-related activities, including the sale, rental, and financing of housing. The law protects individuals from discrimination based on race, color, national origin, sex, disability, familial status, or religion. The law also specifically prohibits local governments from discriminatory practices in land use decisions and

[23] Section 380.0552, F.S.
[24] Section 380.0552(9)(a)2., F.S.
[25] Florida Housing Finance Corporation, *Housing Credits*, available at https://www.floridahousing.org/programs/developers-multifamily-programs/low-income-housing-tax-credits (last visited Mar. 26, 2025).
[26] I.R.C. 42(g).
[27] I.R.C. 42(g)(9).
[28] Sections 760.20-760.37, F.S.

development permitting, including discrimination based on the source of financing of a development, except as otherwise provided by law.[29] The Act is enforced by the Florida Commission on Human Relations, which investigates complaints and can seek legal remedies for violations.

III. Effect of Proposed Changes:

Sections 1 and 2 amend ss. 125.01055 and 166.04151, F.S., related to the administrative approval of certain affordable housing developments under the Live Local Act. The amendments are organized below.

Application, Definitions, and Clarity

The bill amends several areas to more clearly define what areas are subject to the provisions of each statute's subsection 7, requiring the authorization of certain affordable housing developments. In an attempt to clarify applicability where traditional zoning is not utilized on a local level, the bill provides that the provisions apply in portions of any flexibly zoned areas such as a planned unit development permitted for commercial, industrial, or mixed use.

The bill further provides definitions for "commercial use," "industrial use," and "mixed use." Each definition is intended to function only for the purposes of the section and meant to apply regardless of the local regulation's categorization.

- "Commercial use" is defined as activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The bill provides examples, and provides that accessory, ancillary, incidental, or temporary commercial uses are not enough to make a parcel zoned for commercial use for the purposes of the section. The term does not include home based businesses, vacation rentals, or cottage food operations undertaken on residential property. Additionally, recreational use, such as golf courses and tennis courts, within residential areas are not considered commercial use.
- "Industrial use" is defined as activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The bill provides examples and contains the same caveats as under commercial use, including the exclusion of recreational areas.
- "Mixed use" is defined as any use that combines multiple types of approved land uses from at least two of the residential, commercial, and industrial categories. The bill contains the same caveats as above, including the exclusion of recreational areas.

Amendments to Preemptive Provisions

The bill also amends certain functions of the required administrative approval process and parameters for the scope of the preemption. The bill clarifies on administrative approval that the action must occur without further action by the governing body of the local government or any quasi-judicial or administrative board or reviewing body.

The bill further provides that, pursuant to administrative approval, a local government may not require a proposed multifamily development to obtain a transfer of density or development units,

[29] Section 760.26, F.S.

or an amendment to a development or regional impact. Additionally, a local government may not require that more than 10 percent of the total square footage of a proposed mixed-use residential project be used for nonresidential purposes.

The preemption is amended to say that a county may not restrict the height, density, or floor area ratio of a proposed development below the highest currently allowed, or allowed on July 1, 2023, for a commercial or residential building located in its jurisdiction (for height, within 1 mile as currently provided). The provision of law restricting approved development height for proposed development adjacent to single-family residential use is similarly amended to be allow the highest allowed on July 1, 2023, but tempered not to exceed 10 stories.

For a proposed development within a municipality within an area of critical state concern, the bill provides that the term "story" includes only the habitable space above the base flood elevation as designated in the most current Flood Insurance Rate Map, and that a story may not exceed 10 feet in height between finished floors. The highest story in such a development may not exceed 10 feet from finished floor to the top plate.

The bill clarifies the density provision by defining "allowable density" to mean the density prescribed for the property without additional requirements to procure and transfer density units or development units from other properties.

The parking preemption is amended to require a local government, upon request by the applicant, to reduce parking requirements for a proposed development by 20 percent if the proposed development meets any of the criteria considered for parking reduction currently provided by law. Current law requires the local government to *consider* reducing parking requirements.

Exempt areas, which currently include only airport-impacted areas and commercial working waterfronts, are expanded to include the Wekiva Study Area[30] and the Everglades Protection Area.[31]

Counties are further permitted, but not required, to allow an adjacent parcel of land to be included within a proposed multifamily development authorized under the Live Local Act preemption, notwithstanding any other law or local ordinance or regulation to the contrary.

Civil Actions Under the Act

The bill contains several provisions related to litigation arising from this subsection of law. The bill provides that a court shall give any civil action filed against a local government for a violation priority over other pending cases and render a preliminary or final decision as expeditiously as possible. Further, the bill provides that the court must assess and award reasonable attorney fees and costs, not exceeding $200,000, to a prevailing party in such an action. Attorney fees incurred to determine an award of fees and costs are not recoverable.

[30] *See* s. 369.316, F.S. The Wekiva Study Area includes portions of Lake, Orange, and Seminole Counties.
[31] *See* s. 373.4592(2), F.S.

Moratoria

The bill creates a new subsection of ss. 125.01055 and 166.04151, F.S., to preempt local governments from enforcing building moratoria that have the effect of delaying the permitting or construction of a development under subsection (7).

As an exception, a local government may impose or enforce such a moratorium by ordinance for no more than 90 days in any 3-year period after preparing, publishing, and presenting an assessment of the locality's need for affordable housing.

The bill provides that, in a civil action filed against a local government under the subsection on moratoria, the court must assess and award reasonable attorney fees and costs, not exceeding $200,000, to a prevailing party in such an action. Attorney fees incurred to determine an award of fees and costs are not recoverable.

The prohibition on moratoria does not apply to a moratorium imposed due to unavailability of public facilities or services, or imposed to address storm- or flood-water management, provided such moratorium applies equally to all types of multifamily or mixed use residential development.

Section 3 provides that an applicant for a proposed development authorized under ss. 125.01055(7) or 166.04151(7), F.S., who submitted documentation before July 1, 2025, may proceed under the provisions of law as they existed at the time of submission, or notify the local government of their intent to revise their submission to account for the changes made by the bill.

Section 4 amends s. 380.0552, F.S., to amend the hurricane evacuation clearance time which subject local governments must base comprehensive planning around from twenty-four to twenty-six hours. **Section 5** provides that the intent of the Legislature in this amendment is to accommodate the building of additional developments to ameliorate the acute affordable housing and building permit allocation shortage. The Legislature thereby intends that local governments manage growth authorized by the amendment with a focus on long-term stability and affordable housing for the local workforce.

Section 6 creates s. 420.5098, F.S., to institute a state housing policy on public sector and hospital employer-sponsored housing. The bill provides that it is the policy of the state to support housing for employees of hospitals, health care facilities, and governmental entities and to allow developers using low-income housing tax credits and other sources of funding to create a preference for housing for such employees. However, such preference must conform with the requirements provided under federal law.

Section 7 amends s. 760.26, F.S., to provide that it is unlawful to discriminate in land use decisions or in the permitting of development based on the nature of a development or proposed development as affordable housing, except as otherwise provided by law.

The bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

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:

None.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 125.01055, 166.04151, 380.0552, and 760.26.

The bill creates an undesignated section of Florida law.

This bill creates the following section of the Florida Statutes: 420.5098.

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 by Rules on April 8, 2025:
The committee substitute:

- Defines "story," as it pertains to the application of the height entitlement in the Florida Keys, to include only the habitable space above the base flood elevation, and limits the height of each story to 10 feet;
- Clarifies that "allowable density" means the density prescribed for the property without additional requirements to procure and transfer density units or development units from other properties;
- Clarifies that "commercial use," in terms of the land use preemption, includes hotels and excludes vacation rentals; and
- Changes terminology from "enact" to "enforce" on the prohibition on Live Local moratoria.

CS by Community Affairs on March 31, 2025:
The committee substitute revises sections of the bill related to the preemption of certain zoning and land use regulations under the Live Local Act, specifically:

- Removes a prohibition on requiring amendments to development agreements and restrictive covenants;
- Provides that the authorized height for a proposed development may use the density or floor area ratio allowed on July 1, 2023;
- Provides a cap of 10 stories for developments adjacent to residential development;
- Clarifies parking reduction requirements;
- Provides exceptions for the Wekiva Study Area and the Everglades Protection Area;
- Revises attorney fee provisions to favor the prevailing party, rather than plaintiff; removes reference to damages;
- Increases maximum attorney fee award from $100,000 to $200,000
- Clarifies zoning definitions; and
- Provides that a local government may, but is not required to, permit development on adjacent properties to proposed developments authorized under the Live Local Act.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

Planning Board minutes from December 11, 2025

ITEM:

PZ-2025-218

Land Development Code Amendment
Live Local Act Update

Recommended for Approval (6-0)

because it is protected and is adjacent to the other state lands, the City and the taxpayers agreed that it was a good purchase.

Mr. Spraker stated that it is owned by the State and they would be the applicant to change the land use and zoning to Special Environmental.

Ms. McCallen asked for clarification about Shockney Drive being on the south side of the river when it is in Tomoka Estates on the north side. Mr. Spraker replied Shockney Drive is in Volusia County and that the map was made by the biologist/consultant and not the City. He continued that it may be a prescriptive right-of-way (ROW), and something that was platted in 1920's and could be showing in the water.

Ms. McCallen asked about the property to the south that is under water most of the year that is for sale by Mr. Milsap, and if he can develop it. Mr. Spraker stated that he would have to comply with the State and City standards. The property has a commercial parcel of land and would be required to go through all of the development standards for wetlands, floodplain, compensating storage, and access.

B. PZ-2025-218, Live Local Update, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, explained the administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-used and parking requirement reductions.

Mr. Spraker stated that there were three primary changes with Senate Bill 1730:

1. Planned Developments for commercial, industrial, or mixed-use zonings;
2. Reduction of parking within a quarter mile of a transit stop;
3. Allows local governments to allow affordable housing on properties with Houses of Worship. Staff is not recommending as the Houses of Worship within the City do not have residential land use. They typically have Public Institutional land use, which does not allow residential units.

   Mr. Spraker added that if the Planning Board is interested in allowing Houses of Worship to do residential units on their property, it would need to be an amendment, and staff does not recommend it.

Chairman Thomas asked how Prince of Peace Church has residential living quarters on their property. Mr. Spraker answered that their land use and zoning is high density residential. They bought land next to them with a residential zoning and incorporated it into their church facility. Mr. Spraker responded that the property is zoned residential. Mr. Spraker continued that A House of Worship could have a "Public Institutional" land use and apply for a residential land use and zoning, but it would have to go before the Planning Board and City Commission.

Board discussion ensued on the topic with further clarification inquiries.

Mr. Galloway expressed frustration with what the State is doing with the Live Local Act and how it bypasses what the City and County can tell developers to do.

Chairman Thomas elaborated on the importance of PBD and PRDs with the latitude it gives developers.

Audience Comments

Mr. Scott Vanacore, 1415 N. U.S. Highway 1, explained in his experience with politicians and legislators over the past two years with Senate Bill 180 and Senate Bill 1730 and the power that is being taken away from city governments is upsetting. The legislators let on that it is a political push of a misinformed bunch. He expressed concern with people getting into power who are misinformed, and what the city could turn into.

Mr. Vanacore stated that Senate Bill 180 and Senate Bill 1730 are trying to stop the political push of the misinformed bunch. He thanked the Planning Board and clarified that his project is for small businesses.

Chairman Thomas emphasized the need for storage units.

Mr. Vanacore added to Chairman Thomas's point about people purchasing online and gathering more and more items, by clarifying that the proposed project is not for personal storage. He concluded that he built the 75,000-square-foot Ormond Commerce Park, just north of the site 25 years ago and that it is full and thriving.

Mr. Jorczak commented that he would like to see more light-industrial move into the area with a mix of hotel, motel and recreational uses for a better balance. Mr. Vanacore responded that Mr. Rademacher apprised him of an Italian company that is interested in building a 30,000-square-foot Tesla electrical business.

Chairman Thomas brought it back up to the Board for questions and comments.

Mr. Jorczak asked if there is any legal action by the counties relative to the Live Local Act. Mr. Spraker responded that he is not aware of any lawsuits, and that based on the comments by the State Legislature from 2024, it is a topic that will continue to have amendments as it moves forward.

Chairman Thomas brought it up to the Board and entertained a motion.

Mr. Galloway motioned to approve the staff recommendation for PZ-2025-218, Live Local Update, Land Development Code Amendment. Mr. Railsback seconded the motion. The vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

Arthur Armstrong, 77 Emerald Oaks Lane, clarified that when he spoke earlier that he did not speak against anyone including the Board. He reiterated that he has been in Florida for 27 years and is from Massachusetts. He added that he loves the community and expressed concerns with approving all of the projects, one being a project on Hull Road. Mr. Armstrong expressed his perspective on not making business owners abide by the permits that they were granted. He added that Hull Road is one of the worst roads in the community with hazardous waste spilled on it and U.S. Highway 1, giving the business owners the responsibility of cleaning up, and they do not. Mr. Armstrong spoke on the flooding issues and suggests that if properties are not maintained, they should be shut down.

Chairman Thomas responded with details on the industrial type of zoning for the area, and how the City of Ormond Beach is a code-enforcement complaint-driven community that has to be reported with name details.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2026-02

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-39, AFFORDABLE HOUSING, OF THE ORMOND BEACH LAND DEVELOPMENT CODE TO UPDATE THE SECTION BASED ON SENATE BILL 1730 FOR EXPANDED APPLICABILITY TO PLANNED DEVELOPMENTS PERMITTED IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED-USE AND PARKING REQUIREMENT REDUCTIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None. This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None. This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Affordable housing, to update the section based on changes to the Live Local Act, based on Senate Bill 1730, including expanded applicability to planned developments permitted in areas zoned for commercial, industrial, or mixed-use and parking requirement reductions.

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	January 20, 2026	**Item No**	9.A.
Section	RESOLUTIONS	**Category**	Resolution
Subject	Lien Approval for Demolition, 446 Bryant Street		
Recommended Action	Staff requests approval to place a lien on the property located at 446 Bryant Street in the amount of $6,850.90.		
Strategic Goal	Transportation & Community Development - Other		
Department Staff Contact	Planning & Building Steven Spraker, Planning Director		

Summary

This is a request for authorization to place a lien in the amount of $6,850.90 against the property at 446 Bryant Street, Volusia County (Parcel ID# 4242-11-04-0380) for the costs associated with demolishing a single-family structure. (The demolition cost is $6,830.90, and the recording fee for the lien upon recording is $20.)

The structure on this property was deemed unsafe following a fire and has been demolished by a contractor hired by the City. The Chief Building Official, City Engineer, and Fire Chief unanimously deemed the single-family house as unsafe per Code of Ordinances Section 8-4. Upon failure by all parties to respond to the Notice of Unsafe Structure, City staff hired a contractor to perform the demolition.

Pursuant to Section 8-4 of the Code Ordinances, the City Commission may approve a Resolution imposing a lien against any real property that is or was subject to a violation of the Unsafe Building Abatement regulations of the Code of Ordinances in the amount of costs incurred by the City in abating the violation.

Financial Impact

The total cost to the City is $6,850.90 and funds from the Building Department operational budget were used to cover the cost. The purpose of imposing a lien through this resolution is to recover the demolition expenses.

Citizen Impact

The unsafe structure has a negative impact on surrounding homes and the neighborhood. There is no citizen impact from imposing this lien to recover the actual costs incurred by the City.

Attachments

1. 26 - 09 Planning - Demolition Lien for 446 Bryant St
2. 446 Bryant Street, Lien Exhibit A
3. Exhibit B, Invoice
4. Exhibit C, recording costs
5. Photo of 446 Bryant damage
6. 446 Bryant Street, Aerial

RESOLUTION NO. 2026-09

A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES* AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 446 BRYANT STREET, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4242-11-04-0380) FOR COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in 2010 the City Commission approved Ordinance 2010-37 (codified at Chapter 8, Article I, Section 8-4, City of Ormond Beach *Code of Ordinances*) concerning unsafe building abatement which ordinance allows the Building Official to take those actions and incur those costs necessary to terminate and/or abate an unsafe structure, including demolition, in the event the property owners fail to do so in a timely fashion after proper notice; and

WHEREAS, Ordinance 2010-37 further allows the Building Official to recommend to the City Commission that all such costs incurred be imposed as a lien against the subject real property; and

WHEREAS, pursuant to Chapter 8, Article I, Section 8-4, Rachel Blount, who is the owner of the property located at 446 Bryant Street, Ormond Beach, Volusia County, Florida 32174 and legally described as follows: "*S 75 FT OF N 300 FT OF E 80 FT OF W 300 FT OF LOT 12 BLK 4 H AND TRACT FITCH GRANT AKA PARCEL 38 UNRECORDED PLAT 164 EXC STREET PER OR 1885 PG 0513 PER D/C 6548 PG 3390 PER D/C 6583*" (Parcel ID #4242-11-04-0380) was properly noticed of the unsafe structure on the property and was given thirty (30)

days to make repairs to make the structure safe or demolish. The violation was not timely corrected and as prescribed by Chapter 8, Article I, Section 8-4, Code of Ordinances, the Building Official demolished the structure; and

WHEREAS, pursuant to Section 8-4(8), Liens, because the property owner has failed to pay the costs incurred by the City to demolish the structure, the Building Official recommends to the City Commission that these costs be imposed as a lien against the subject real property a copy of which is attached hereto. Attached hereto and incorporated herein is the City's invoice from Boudreaux's Pro Grade LLC and the purchase order indicating the City's payment of six thousand eight hundred and thirty dollars and 90/100 ($6,830.90) for the demolition of the structure. Attached hereto is the recording cost sheet indicating the City's anticipated recording costs in the amount of twenty dollars and 00/100 ($20.00); now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by reference.

SECTION TWO. The City Commission hereby approves this resolution imposing a lien against the property located at 446 Bryant Street, Ormond Beach, Volusia County, Florida 32174 and legally described as follows: "*S 75 FT OF N 300 FT OF E 80 FT OF W 300 FT OF LOT 12 BLK 4 H AND TRACT FITCH GRANT AKA PARCEL 38 UNRECORDED PLAT 164 EXC STREET PER OR 1885 PG 0513 PER D/C 6548 PG 3390 PER D/C 6583*" (Parcel ID #4242-11-

04-0380) in the amount of **SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 90/100 ($6,850.90)** and authorizes the City Manager to execute the lien in this amount, attached hereto, and further authorizes the enforcement/collection on the lien by all means allowed by law, including foreclosure of the subject property.

SECTION THREE. The City Commission further directs the Building Official to provide to the owner of the subject property a copy of this Resolution and allow said property owners fifteen (15) days from the date of receipt of the Resolution to pay the demolition costs described in the Resolution. Upon the owner's failure to timely pay the demolition costs outlined herein, the Building Official is hereby authorized to direct the City Clerk to record the executed Demolition Lien in the official records of Volusia County, Florida so that it shall thereafter constitute a lien against the subject property.

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

APPROVED AND AUTHENTICATED this 20th day of January 2026.

_____
JASON LESLIE
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
ANN-MARGRET EMERY, ESQUIRE
Florida Bar No. 881546
Post Office Box 277
Ormond Beach, FL 32175
386-610-0580
Location: 446 Bryant Street, Ormond Beach, FL
Parcel ID No.: 4242-11-04-0380

Exhibit "A"
TO RESOLUTION
CONSISTING OF 1 PAGE

DEMOLITION LIEN

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

Before me, the undersigned authority, personally appeared **JOYCE SHANAHAN**, as City Manager, who being duly sworn, says that she is the agent of the Lienor herein, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose address is City Hall, 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, and that pursuant to Section 8-4, *Code of Ordinances*, the City of Ormond Beach has expended funds in the amount of **SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 90/100 ($6,850.90.)** in costs, recording costs, and related expenses to secure and accomplish the demolition and removal of the structure located at the following described realty for which the City of Ormond Beach claims a lien thereto: "S 75 FT OF N 300 FT OF E 80 FT OF W 300 FT OF LOT 12 BLK 4 H AND TRACT FITCH GRANT AKA PARCEL 38 UNRECORDED PLAT 164 EXC STREET PER OR 1885 PG 0513 PER D/C 6548 PG 3390 PER D/C 6583."

THIS LIEN shall be due and payable in full at the time of the sale for consideration of the aforedescribed real property.

THIS LIEN shall bear no interest and shall remain a lien, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims until paid.

DATED this _____ day of January, 2026.

CITY OF ORMOND BEACH, a Florida municipal corporation

BY: _____

JOYCE SHANAHAN, City Manager
Agent for Lienor

Sworn to and subscribed before me
this _____ day of January, 2026.

_____
Notary Public State of Florida at-large
Notary Seal

EXHIBIT "B"
TO RESOLUTION
CONSISTING OF 1 PAGE

Boudreaux's Pro Grade LLC
542 Brentwood Dr
Daytona Beach, FL 32117-4842
+3868431624
dale@boudreauxsprograde.com

BILL TO
Chris Walter
City of Ormond Beach

INVOICE 12579

DATE 12/18/2025 TERMS Due on receipt

PROJECT
446 Bryant St, OB

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Labor for Permits	1	400.00	400.00
	Rodent Abatement	1	200.00	200.00
	City Assessed Permit Cost	1	235.40	235.40
	Demo Manufactured Home (sf)	896	4.00	3,584.00
	Demo Concrete Driveway (sf)	583	1.50	874.50
	Demo Landscape Curbing & Misc Concrete (lf)	372	1.00	372.00
	Demo Car Port	200	2.00	400.00
	Demo Wood Fence (lf)	20	5.00	100.00
	Demo Paver Walkway at Front (sf)	60	1.50	90.00
	Rough Grade Work Area	1	200.00	200.00
	Seed and Straw (sf)	1,500	0.25	375.00

TOTAL DUE **$6,830.90**

Thank you for your business!

"EXHIBIT C"
TO RESOLUTION
CONSISTING OF 1 PAGE

RECORDING FEES

Address: 446 Bryan Street, Ormond Beach, FL 32174

	Number of Items	Rate		Costs
Recording Costs:				
Recording cost to lien	1	$10.00	First page	$10.00
		$8.50	per each additional page	$0.00
Recording cost to satisfy lien	1	$10.00	First page	$10.00
			Total Recording Costs	**$20.00**


UNSAFE
DO NOT ENTER OR OCCUPY
(THIS PLACARD IS NOT A DEMOLITION ORDER)

446 Bryant Street

